



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
BOARD OF LIBRARY TRUSTEES
MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)
MORENO VALLEY PUBLIC FINANCING AUTHORITY (MVPFA)
MORENO VALLEY INDUSTRIAL DEVELOPMENT AUTHORITY (IDA)**

January 19, 2016

JOINT 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
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)

**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
BOARD OF LIBRARY TRUSTEES
MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)
MORENO VALLEY PUBLIC FINANCING AUTHORITY (MVPFA)
MORENO VALLEY INDUSTRIAL DEVELOPMENT AUTHORITY (IDA)**

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

**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 - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item.

PLEDGE OF ALLEGIANCE

INVOCATION

Pastor Diane Gardner, Beautiful Women of God

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 and not to any individual Council member, staff member or other person.

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. 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. 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 (Report of: City Manager)

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.

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

ROLL CALL

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

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 and not to any individual Council member, staff member or other person.

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)**

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

CALL TO ORDER

ROLL CALL

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

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 and not to any individual Council member, staff member or other person.

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)**

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

CALL TO ORDER

ROLL CALL

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

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 and not to any individual Council member, staff member or other person.

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**

**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

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

Recommendations: That the City Council:

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

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)

- a) March Joint Powers Commission (JPC)
- b) Riverside County Habitat Conservation Agency (RCHCA)
- c) Riverside County Transportation Commission (RCTC)
- d) Riverside Transit Agency (RTA)
- e) Western Riverside Council of Governments (WRCOG)
- f) Western Riverside County Regional Conservation Authority (RCA)
- g) School District/City Joint Task Force
- h) Southern California Association of Governments (SCAG)

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

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.

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

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.

G.4. OPTIONS FOR APPOINTMENT OF CITY TREASURER (CONTINUED FROM DECEMBER 15, 2015) (Report of: City Manager)

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)

G.6. 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 BOARD OF LIBRARY TRUSTEES

Materials related to an item on this Agenda submitted to the City Council/Community

Services District/City as Successor Agency for the Community Redevelopment Agency/Housing Authority or Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

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: {MinutesClosed:h:mm tt}



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: January 19, 2016

TITLE: 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)

RECOMMENDED ACTION

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.

SUMMARY

This report recommends adoption of the proposed Resolution approving a Recognized Obligation Payment Schedule (ROPS 16-17), including the Administrative Budget, for the period of July 1, 2016 through June 30, 2017.

As successor agency (“Successor Agency”) to the Community Redevelopment Agency (RDA) of the City of Moreno Valley, the City is responsible for winding down the affairs of the former RDA including disposing of its assets, making payments and performing other obligations owed for Enforceable Obligations. The Recognized Obligation Payment Schedules for certain applicable periods provide the details necessary for the City serving as the Successor Agency to fulfill the former RDA’s legally binding and enforceable agreements as required by law.

DISCUSSION

ABX1 26 has required the Successor Agency to approve a Recognized Obligation Payment Schedule (“ROPS”) for each six-month period. Now, each ROPS will be submitted to and approved by the Department of Finance on an annual basis. The required content of the ROPS, set forth in Health and Safety Code Section 34177(l)(1), details all of the Successor Agency’s legally binding and enforceable obligations, anticipated payments, and sources of payments. Recognized obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation. AB 1484 further clarifies certain matters associated with the dissolution of former redevelopment agencies and addresses substantive issues related to administrative processes, affordable housing activities, and repayment of loans from communities, use of existing bond proceeds, and the disposition or retention of Successor Agency assets.

In order to facilitate the wind down process, on behalf of the Successor Agency, the City Council has adopted the following Resolutions:

- Resolution No. 2012-13, adopted on February 28, 2012, approving a Recognized Obligation Payment Schedule for the period of January 1, 2012 through June 30, 2012.
- Resolution No. 2012-22, adopted on April 10, 2012, approving a Second Recognized Obligation Payment Schedule for the period of July 1, 2012 through December 31, 2012.
- Resolution No. SA 2013-02, adopted on February 26, 2013, approving a Recognized Obligation Payment Schedule (ROPS 13-14 A) for the period of July 1, 2013 through December 31, 2013.
- Resolution No. SA 2013-09, adopted on September 24, 2013, approving a Recognized Obligation Payment Schedule (ROPS 13-14 B) for the period of January 1, 2014 through June 30, 2014.
- Resolution No. SA 2014-01, adopted on February 25, 2014, approving a Recognized Obligation Payment Schedule (ROPS 14-15 A) for the period of July 1, 2014 through December 31, 2014.

- Resolution No. SA 2014-02, adopted on September 23, 2014, approving a Recognized Obligation Payment Schedule (ROPS 14-15 B) for the period of January 1, 2015 through June 30, 2015.
- Resolution No. SA 2015-01, adopted on February 24, 2015, approving a Recognized Obligation Payment Schedule (ROPS 15-16 A) for the period of July 1, 2015 through December 31, 2015.
- Resolution No. SA 2015-02, adopted on September 22, 2015, approving a Recognized Obligation Payment Schedule (ROPS 15-16 B) for the period of January 1, 2016 through June 30, 2016.

Once approved, the ROPS 16-17 will be submitted to the Successor Agency's oversight board ("Oversight Board") for review and approval. Upon approval by the Oversight Board, a copy of the approved ROPS will be transmitted to the County-Auditor Controller, the State Controller's Office, the State Department of Finance, and posted to the City's website.

ALTERNATIVES

1. Adopt the attached proposed resolution, which approves the Recognized Obligation Payment Schedule, including the administrative budget, for the period of July 1, 2016 through June 30, 2017 and authorizing the transmittal of said Schedules to the Oversight Board for review and approval. *Staff recommends this alternative because it allows the City serving as the Successor Agency to make required debt service payments in accordance with the State legislation.*
2. Decline to adopt the attached proposed resolution which would not allow the City, serving as the Successor Agency, to maintain the operations, and fulfill debt obligations of the former RDA as required by law. *Staff does not recommend this alternative.*

FISCAL IMPACT

The Recognized Obligation Payment Schedule provides the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements. The ROPS 16-17 will serve as authorization to pay obligations listed during the noted period including allowable administrative costs of \$125,000.

With the dissolution of the former RDA, there are continued risks that the payment of certain agreements may not be approved by the California Department of Finance, which will impact the General Fund. When these costs can be considered a short-term loan from the City to the Successor Agency and thus considered an enforceable obligation of the Successor Agency, the City shall seek reimbursement as available.

NOTIFICATION

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the three locations that have been designated for the posting of City Council agendas.

PREPARATION OF STAFF REPORT

Prepared By:
Marshall Eyerman
Chief Financial Officer

Department Head Approval:
Marshall Eyerman
Chief Financial Officer

CITY COUNCIL GOALS

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

ATTACHMENTS

- 1. Resolution SA 2016-01

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/07/16 1:09 PM
City Attorney Approval	<u>✓ Approved</u>	1/07/16 4:26 PM
City Manager Approval	<u>✓ Approved</u>	1/07/16 4:29 PM

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 HIS/HER DESIGNEE TO MAKE MINOR MODIFICATIONS THERETO

WHEREAS, the City Council of the City of Moreno Valley agreed to serve as successor agency to the Community Redevelopment Agency of the City of Moreno Valley (“Former RDA”) commencing upon dissolution of the Former RDA on February 1, 2012 pursuant to Assembly Bill x1 26, as amended by AB 1484; and

WHEREAS, pursuant to Health and Safety Code Section 34177(l), before each six-month fiscal period, the successor agency to a dissolved redevelopment agency such as the Former RDA is required to adopt a draft Recognized Obligation Payment Schedule (“ROPS”) that lists all of the obligations that are “enforceable obligations” within the meaning of Health and Safety Code Section 34171, and which identifies a source of payment for each such obligation from among (i) the Low and Moderate Income Housing Fund; (ii) bond proceeds; (iii) reserve balances; (iv) the administrative cost allowance; (v) revenues from rents, concessions, interest earnings, and asset sales; and (vi) the Redevelopment Property Tax Trust Fund established by the County Auditor-Controller to the extent no other source of funding is available or payment from property tax is contractually or statutorily required; and

WHEREAS, the City of Moreno Valley (“City”), acting as the successor agency to the Former RDA (“Successor Agency”) has prepared a ROPS and an administrative budget covering the period July 1, 2016 through June 30, 2017 (“ROPS 16-17”); and

WHEREAS, the draft ROPS must be concurrently submitted to the County Administrative Officer, the County Auditor-Controller, the State Department of Finance, and the Successor Agency’s oversight board (“Oversight Board”).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, SERVING AS THE SUCCESSOR AGENCY, DOES HEREBY RESOLVE AS FOLLOWS:

1
Resolution No. SA 2016-01
Date Adopted: January 19, 2016

SECTION 1. RECITALS

That the foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. APPROVAL OF ROPS 16-17 AND ADMINISTRATIVE BUDGET

That the City Council acting on behalf of the Successor Agency hereby approve and adopt ROPS 16-17 and the related administrative budget, in substantially the form attached hereto as Exhibit "A."

SECTION 3. TRANSMITTAL

That City staff, acting for the Successor Agency, is directed to transmit the ROPS 16-17 to the Oversight Board, County Administrative Officer, the County Auditor-Controller, and the State Department of Finance.

Section 4. OTHER ACTS

That the City Manager, acting for the Successor Agency, or his/her designee is hereby authorized to make minor modifications to the ROPS 16-17, and each officer of the City, acting for the Successor Agency, is hereby authorized and directed, jointly and severally, to execute and deliver such documents and instruments and to do such things which may be necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified, approved and confirmed. Such acts shall include, but shall not be limited to, reformatting of the ROPS 16-17 as may be required by the Department of Finance.

Section 5. SEVERABILITY

That if any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council acting for the Successor Agency hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

Section 6. EFFECTIVE DATE

That this Resolution shall take effect immediately upon adoption.

2
Resolution No. SA 2016-01
Date Adopted: January 19, 2016

Section 7. CERTIFICATION

That the City Clerk acting for the Successor Agency shall certify to the passage of this Resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 19th day of January 2016.

Mayor acting for Successor Agency

ATTEST:

City Clerk acting for Successor Agency

APPROVED AS TO FORM:

City Attorney acting for Successor Agency

3
Resolution No. SA 2016-01
Date Adopted: January 19, 2016

Attachment: Resolution SA 2016-01 (1876 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. SA 2016-01 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 19th day of January, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. SA 2016-01⁴
Date Adopted: January 19, 2016

Attachment: Resolution SA 2016-01 (1876 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR

EXHIBIT "A"

ROPS 16-17 COVERING JULY 1, 2016 THROUGH JUNE 30, 2017

SEE ATTACHED

5
Resolution No. SA 2016-01
Date Adopted: January 19, 2016

Attachment: Resolution SA 2016-01 (1876 : RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR



Report to City Council

TO: Mayor and City Council

FROM: Terrie Stevens, Administrative Services Director

AGENDA DATE: January 19, 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>	1/06/16 4:23 PM
City Attorney Approval	<u>✓ Approved</u>	1/06/16 3:42 PM
City Manager Approval	<u>✓ Approved</u>	1/07/16 7:53 AM

City of Moreno Valley Personnel Changes

New Hires

Robert Russell
Telecommunications Technician, Financial & Management Services

Promotions

Maria Villalobos
From: Temp Recreation Aide, Parks & Community Services
To: Recreation Program Leader, Parks & Community Services

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: January 19, 2016

TITLE: AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING AND REMOVAL SERVICES

RECOMMENDED ACTION

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. .

SUMMARY

Subsequent to a competitive procurement process, staff is recommending the City Council and Community Services District (CSD) Board approve the Independent

Contractor Agreement for Tree Trimming and Removal with West Coast Arborists, Inc. (WCA or “Contractor”). The Agreement is for a one year term, with up to four potential one year extensions that could result in a five year total term. The total not to exceed amount, should the agreement reach the five year potential term, is \$1,246,535.00. The contract is for tree trimming and removal services within the City and CSD’s (collectively “City”) landscape maintenance districts.

Funding for tree trimming and removal services comes from property owner approved parcel charges collected to provide landscape maintenance of public parkway and medians. Only those properties receiving benefit from the public landscaping pay the parcel charge.

DISCUSSION

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

Zone D - various residential housing tracts.

Zone E - Centerpointe (CSD Zone E-7) and Promontory Park (CSD Zone E-8).

Zone M - certain landscaped medians citywide.

Zone S - certain improvements along Sunnymead Boulevard.

Landscape Maintenance District 2014-02 - Towngate (Zone 01); Renaissance Park (Zone 01A); Hidden Springs (Zone 02); Moreno Valley Ranch-West (Zone 03); Lasselle Powerline Parkway (Zone 03A); Moreno Valley Ranch-East (Zone 04); Stoneridge Ranch (Zone 05); Mahogany Fields (Zone 06); Celebration (Zone 07); Shadow Mountain (Zone 08); and Savannah (Zone 09).

Community Facilities District 2014-01 (Maintenance Services) - certain developments citywide.

Maintenance of the public landscape is performed via contract services by professionally licensed and insured contractors who perform landscape or specialty maintenance services. The scope of the landscape maintenance services is categorized as either “base” or “additional work”:

“Base” services include trimming of designated trees on a scheduled basis, generally on a rotation of 5-7 years as funding permits; removal of identified trees which are dead or diseased or that pose a potentially hazardous condition and stump grinding; and all other work related to clean-up and removal of tree debris

from the tree site. Typically, the cost for this service is a set cost per tree for trim or removal.

“Additional work” includes tree trims and removals that are not included as part of the annual trimming and removal list. The cost of these services varies based upon unanticipated needs of the area during the term of the Agreement and the additional work unit prices as listed in the Agreement.

In March, 2015, the Department of Industrial Relations (DIR) increased the prevailing wage determination for the Landscape Maintenance Tree Trimmer classification. In compliance with the new DIR regulations, a Request For Proposal (RFP) was issued on December 1, 2015 for tree trimming and removal services within the landscape maintenance districts. The RFP was posted to Planet Bids, the City’s procurement software. Seven companies downloaded a copy of the RFP.

Two companies submitted responses before the 3 p.m., December 14th deadline. The City’s Park Maintenance Supervisor, a Land Development Division Associate Engineer, and Facilities Division Management Analyst, all of whom have experience with tree maintenance and/or contract management, completed review of the RFP responses. Reviewers independently scored the responses on qualifications, demonstration of safety and standards, references, and pricing. WCA received the highest ranking and is recommended to receive award of the contract. WCA was the City’s contractor for this service up until June 30, 2015 and satisfactorily provided the services.

The following table is the anticipated Base cost for tree trimming and removal services for five years. WCA’s proposal is subject to an annual Consumer Price Index (“CPI”) inflation adjustment, at the discretion of the City. Any CPI increase would be included in subsequent fiscal year budgets for City approval and in subsequent extensions to the Agreement.

Proposed Tree Trimming & Removal Services						
	FY 2015/16 Original Agreement	FY 2016/17 First Extension	FY 2017/18 Second Extension	FY 2018/19 Third Extension	FY 2019/20 Fourth Extension	Cumulative Total
Base	\$249,307.00	\$249,307.00	\$249,307.00	\$249,307.00	\$249,307.00	\$1,246,535.00
Additional Work	\$ -	\$-	\$-	\$-	\$-	\$ -
Total	\$249,307.00	\$249,307.00	\$249,307.00	\$249,307.00	\$249,307.00	\$1,246,535.00

Staff requests the City Council authorize the City Manager to approve the Agreement and any future extensions or amendments subject to satisfactory performance by the Contractor for services performed, approval of the City Attorney, and City Council approval of funding.

ALTERNATIVES

1. Approve the Agreement for Tree Trimming and Removal with West Coast Arborists, Inc. and related recommended actions as presented in this staff report. *By selecting this alternative, tree trimming and removal services will be performed throughout the landscape maintenance districts.*
2. Do not approve the Agreement for Tree Trimming and Removal with West Coast Arborists, Inc. *By selecting this alternative, tree trimming and removal services will not be performed throughout the landscape maintenance districts within a timely manner. Further, there is no guarantee that similar or better services can be found at a better cost.*

FISCAL IMPACT

Public landscape maintenance is funded through a property owner approved parcel charge, which is collected on the property tax bills. Parcel charges are levied on those properties that receive benefit from the public landscaping. Revenue from the parcel charge can only be used for the landscape maintenance services associated with those landscape areas for which the parcel charge is collected.

The FY 2015/16 budget did not account for the unanticipated DIR changes. In some districts, the increase in costs can be absorbed within the adopted budget. In those districts identified below, the increase in costs will need to come from available fund balances, as proposed below. There is no impact to the general fund for this item.

Fund Level Budget Adjustment						
Description	Fund	GL Account No.	Type (Rev/Exp)	FY 15/16 Budget	Proposed Fund Adjustments*	FY 15/16 Amended Budget
Expenses	Zone D	5011-70-79-25704-620910	Exp	\$ 868,958	\$ 10,671	\$ 879,629
Expenses	LMD 2014-02*	5014-70-79-25721-620910	Exp	\$ 1,485,225	\$ 73,745	\$ 1,558,970
Expenses	Zone M	5112-70-79-25719-620910	Exp	\$ 369,714	\$ 2,231	\$ 371,945
Expenses	Zone S	5114-70-79-25720-620910	Exp	\$ 22,500	\$ 8,544	\$ 31,044
*Detail Below						

Detail for LMD 2014-02						
Description	Fund	GL Account No.	Type (Rev/Exp)	FY 15/16 Budget	Proposed Fund Adjustments*	FY 15/16 Amended Budget
Expenses	Zone 01	5014-70-79-25271-620910	Exp	\$ 526,405	\$ 906	\$ 527,311
Expenses	Zone 01A	5014-70-79-25271-620910	Exp	\$ 19,000	\$ 1,584	\$ 20,584
Expenses	Zone 02	5014-70-79-25271-620910	Exp	\$ 204,200	\$ 24,054	\$ 228,254
Expenses	Zone 03	5014-70-79-25271-620910	Exp	\$ 311,100	\$ 34,041	\$ 345,141
Expenses	Zone 04	5014-70-79-25271-620910	Exp	\$ 154,870	\$ 13,160	\$ 168,030
Total LMD 2014-02 Adjustment					\$ 73,745	\$ 1,558,970

NOTIFICATION

The RFP was posted on the City’s purchasing software, Planet Bids. A notice inviting proposals was published in the Press Enterprise on December 5, 2015 and again on December 9, 2015. In addition, direct contact was made with twelve tree trimming contractors.

PREPARATION OF STAFF REPORT

Prepared By:
Sharon Sharp
Senior Management Analyst

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

Concurred By:
Candace E. Cassel
Special Districts Division Manager

CITY COUNCIL GOALS

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

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

ATTACHMENTS

- 1. Independent Contractor Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	12/29/15 10:36 AM
City Attorney Approval	<u>✓ Approved</u>	12/31/15 11:36 AM
City Manager Approval	<u>✓ Approved</u>	12/31/15 4:27 PM

INDEPENDENT CONTRACTOR AGREEMENT

INVITATION NO. 2015-026 TREE TRIMMING AND REMOVAL

This Contract Agreement, herein referred to as "Agreement" or "Contract" is made by and between the City of Moreno Valley, a California municipal corporation and/or the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552 hereinafter referred to as "City" and West Coast Arborists, Inc., a California Corporation, with its principal place of business at 2200 E. Via Burton St., Anaheim, CA 92806, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. Contractor desires to perform and assume responsibility for the provision of professional tree trimming and removal services to perform tree trimming and removal services, including but not limited to associated services for the performance of providing complete trimming and/or removal of trees as may be required by the City based upon on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional tree trimming services and is licensed in the State of California; and,
- C. The City desires to engage Contractor to render such services for trimming and/or removal of trees, tree limbs, branches and stumps, as needed, within City maintained landscape parkways and medians as more fully described herein; and,
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement.
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	<u>West Coast Arborists, Inc.</u>
Street Address	<u>2200 E. Via Burton</u>
Street Address	<u></u>
City, State, Zip	<u>Anaheim, CA 92806</u>
Mailing Address	<u>Same</u>
(If same as Street Address, write same or same as above)	<u></u>
Business Phone (with area code)	<u>(714) 991-1900</u>
Cell or Mobile Phone (with area code)	<u></u>
Other Contact Number (with area code)	<u>(909) 783-6544</u>
Fax Number	<u>(714) 991-1027</u>

Fax Number	(714) 991-1027
Email Address	www.WCAINC.com
Business License Number	
Federal Tax ID Number	95-3250682
Contractor's License Number & Classification	366764 C-61/D-49, C-27

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The Contract Starting Date is January 26, 2016 and the Contract Ending Date is June 30, 2016. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
- E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

- A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any

individual whose compensation for services paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.

- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work performed by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **[INSERT NAME(S)]**.
- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates [INSERT NAME OR TITLE], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and

regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.
- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered in letter "J" of this Section that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the

Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City’s attorney’s fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided .

L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best’s Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

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

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury \$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage \$500,000 per occurrence/ \$500,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

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

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

appropriate binder shall bear an endorsement containing the following provisions:

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

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

- M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. or as provided for in Section 3, Paragraph K, Notice of Service Level Adjustment. Assignment of this Agreement is prohibited without prior written consent
- O. Termination.
1. Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
 2. The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the

Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

3. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
 4. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- P. Notice of Service Level Adjustments. For landscape services with a service level table, a minimum 30 day written notice to the Contractor shall be provided by the City regarding any reduction or addition of service to be provided by the Contractor in accordance with the terms of the Agreement. It will be the responsibility of the Contractor to provide a revised schedule of service within 30 days of the receipt of notice and to adjust monthly invoicing in accordance with the terms of the reduction or addition to the service area.
- Q. Payment. Payments to the Contractor, pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- R. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local laws.

- S. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- T. Notices. All notices, requests, demands or other communications ("notice") permitted or required under this Agreement by any party shall be given to the respective parties in writing, properly addressed as set forth below (or to such other address as any party may later designate in writing), and shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U. S. mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of delivery.

To Contractor: West Coast Arborists, Inc.
 [Contractor Name]

 [Attn: [Insert Name]]

2200 E. Via Burton St., Anaheim, CA 92806
 [Mailing Address (Post Office Box, if applicable)]

(714) 991-1027
 [Fax number]

 [Email address]

With a copy to: _____
 [Attorney for Contractor, if applicable]

 [Street Address]

 [Post Office Box, if applicable]

 [City, State, Zip]

 [Telephone number]

 [Fax number]

 [Email address]

To City: City of Moreno Valley
 Public Works Department
 Special Districts Division
 14177 Frederick Street
 P. O. Box 88005
 Moreno Valley, CA 92552-0805
 Attn: Special Districts Division Manager
 Telephone number: 951.413.3480
 Fax Number: 951.413.3498

With a copy to: City Attorney's Office [if applicable]
 14177 Frederick Street
 P. O. Box 88005
 Moreno Valley, CA 92552-0805
 Attn: City Attorney
 Telephone number: 951.413.3036
 Fax number: 951.413.3034

- U. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- V. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- W. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- X. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- Y. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Z. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- AA. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- BB. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

SIGNATURE PAGE TO FOLLOW:

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

SIGNATURE PAGE

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

City of Moreno Valley

West Coast Arborists, Inc.

By: _____
Title: City Manager and City Manager,
acting in the capacity of District
Manager of the Board of Directors of
the Moreno Valley Community
Services District

By: _____
Title: (President or Vice President)

Date: _____

Date: _____

INTERNAL USE ONLY

ATTEST:

City Clerk
(For City Council or CSD Board Approvals)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

By: _____
Title: Corporate Secretary or Assistant
Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

Attachments

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION
INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner
- Attorney-in-Fact
- Other _____

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

BOND NO. _____

PREMIUM \$ _____

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

**INVITATION NO. 2015-026
TREE TRIMMING AND REMOVAL**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, and the City Council as the Board of Directors of the Moreno Valley Community Services District (CSD) ("CSD Board"), State of California, herein after known as "City", has awarded to _____, as Principal hereinafter designated as "Contractor" and the City is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the Mayor and President of the CSD Board or the City Manager and District Manager to the CSD Board, and identified as **TREE TRIMMING AND REMOVAL**, is hereby referred to and made a part hereof; and

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

**FAITHFUL PERFORMANCE BOND
INVITATION NO. 2015-026 TREE TRIMMING AND REMOVAL**

BOND NO. _____

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

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20____

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

NOTE:

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

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate officer

(Title)
- Partner(s)
- Attorney-in-Fact
- Other _____

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

BOND NO. _____
PREMIUM \$ _____

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

**INVITATION NO. 2015-026
TREE TRIMMING AND REMOVAL**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, and the City Council as the Board of Directors of the Moreno Valley Community Services District (CSD) ("CSD Board"), State of California, hereinafter known as "City," has awarded to _____, as Principal hereinafter designated as "Contractor" and the City and District are about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the Mayor and President of the CSD Board or the City Manager and District Manager to the CSD Board, and identified as **TREE TRIMMING AND REMOVAL**, is hereby referred to and made a part hereof; and,

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

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

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

(SIGNATURE PAGE FOLLOWS)

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

**LABOR AND MATERIALS BOND
INVITATION NO. 2015-026 TREE TRIMMING AND REMOVAL**

BOND NO. _____

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

CONTRACTOR (Principal)

SURETY

Contractor Name: _____ Name: _____

Address: _____ Address: _____

Telephone Number: _____ Telephone Number: _____

By: _____ By: _____

Title: _____ Title: _____

By: _____ By: _____

Title: _____ Title: _____

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

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

NOTE:

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

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

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

EXHIBIT A

INVITATION NO. 2015-026 TREE TRIMMING AND REMOVAL

1. SCOPE OF WORK

- A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of tree trimming and removal services within the boundaries of the various zones of the City's District(s) as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Project Location Maps and described on the tree trimming/removal list as attached at the end of this Exhibit.
- B. The Contractor shall have the duty to perform tree trimming and/or tree removal services. All work shall be performed in accordance with usual and customary horticultural practices to achieve and maintain healthy, viable trees. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.
- C. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the trees noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

- A. The Contractor shall adhere to the facilities, equipment and annual work schedules submitted as a part of the Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the City as a basis for determining Contractor's satisfactory performance.
- B. Revisions to facilities, equipment, and annual work schedules shall not be implemented without the prior written approval of the Director. The Contractor shall submit proposed revisions to equipment and annual work schedules in writing to the City at the address as set forth in Section 3, paragraph O. of the Independent Contractor Agreement "Contract" at least ten (10) working days prior to commencing work per the proposed revisions.
- C. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the City for non-performance penalties per Exhibit C, Section 4.

- D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for additional maintenance as set forth herein.
- E. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact City field staff to inform them of said alternate work assignments. Failure to advise the City may be cause for assessment of non-performance penalties per Exhibit C, Section 4.
- F. For the purposes of this Contract, "Working Days" shall be Mondays through Thursdays, excluding holidays as provided herein. The hours of maintenance service shall be from 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

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

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

3. FUNCTIONS AND RESPONSIBILITIES

- A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. This shall include but not be limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this review

shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to perform services as required shall result in the City deducting payment in full or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

- B. The Contractor or any subcontractors working under Contractor's direction and control must observe all restrictions on the unauthorized take of migratory birds, as set forth in the U.S. Fish and Wildlife Service Migratory Bird Treaty Act (MBTA), including but not limited to Sections 703-713 and the California Department of Fish and Game Code Sections 3503, 3503.5, and 3513.
- C. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.
- D. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in the Contractor's company name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph F. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the City shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone, two-way radio, or pager. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the City is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.
- E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:

- | | |
|-----------------------------|--|
| 1. City Manager | 5. Special Districts Division Manager |
| 2. Director of Public Works | 6. Street Maintenance Supervisor |
| 3. Police Department | 7. Senior Landscape Services Inspector |
| 4. Fire Department | 8. Landscape Services Inspector |

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. CONTRACTOR'S STAFF

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the City.
- D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

- E. The Contractor shall establish an identification system for Contractor's personnel

which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprentice able craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. COMPLAINTS

- A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the City, per Exhibit C., Section 3.
- B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph C. above.
- C. In addition to the provisions of Section 6., paragraph A. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the City may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

- A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the City, materialmen, vendors, members of the

public and others from foreseeable injury, or damage to their property.

- B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2014 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

- C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph C. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

- E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Independent Contract Agreement.

8. ESTIMATED QUANTITIES

The estimated quantities given in the Bid Schedule are approximate only, being given as a basis for the comparison of bids. The City does not expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, or delete any bid items or work, as may be deemed necessary or advisable by the Director.

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

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

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

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

12. PAYROLL RECORDS

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

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

- A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;
- B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

- A. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.
- B. Repairs made to sites and site appurtenances that are damaged as a result of Acts of Nature, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2.

16. CONTRACTORS LICENSE

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

17. TECHNICAL PROVISIONS

A. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.
2. Whenever site conditions permit, trees are allowed to grow to assume their full, natural shape, with the minimum trimming/pruning necessary to assure public safety and tree survival. All tree trimming/pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements will be per **ANSI Z133-1994** (or most current revision) standards. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
3. Trees shall be pruned as identified and requested in order to:
 - (a) Remove dead, diseased, or damaged branches:
 - (b) Remove unwanted encroachments into the public and/or utility rights-of-way;

- (c) Correct any condition which the Director has deemed to be hazardous.
4. Trees up to eighteen feet (18') in height shall:
- (a) Be pruned to enable successful adaptation to their particular site situation;
 - (b) Have no more than one-third (1/3) of living branches removed annually;
 - (c) Be fertilized only as directed by City field staff.
5. Trees over eighteen feet (18') in height shall:
- (a) Pruned and/or trimmed as necessary to maintain proper site orientation;
 - (b) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;
 - (c) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.
6. Trimming/pruning tools shall:
- (a) Be kept properly sharpened and in proper working order.
 - (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work and between any cuts on any tree known to be diseased.
7. The following practices shall not be allowed:
- (a) Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping" or "topping").
 - (b) Cuts made flush with the trunk or branch. The integrity of the branch collars must be maintained at all times.
 - (c) Use of pruning paint/pruning compound/wound dressing.
 - (d) Use of climbing spurs or gaffs.
8. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum City standard.
9. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

B. DEBRIS/LITTER

1. After pruning, trimming, or other work as required under this Contract, the Contractor shall remove immediately from the site all debris generated as a result of the operations to prune, trim or provide other work as required under this Contract and in the performance of the Contractor's work, and dispose of such debris in a legal manner.
2. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
3. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.
4. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.
5. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until City staff arrives at the site.
6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
2. For the purposes of this contract, materials defined as "greenwaste" shall include all tree and plant parts (e.g., trimmings, prunings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.
3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape

material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.
5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. GPS DATA COLLECTION

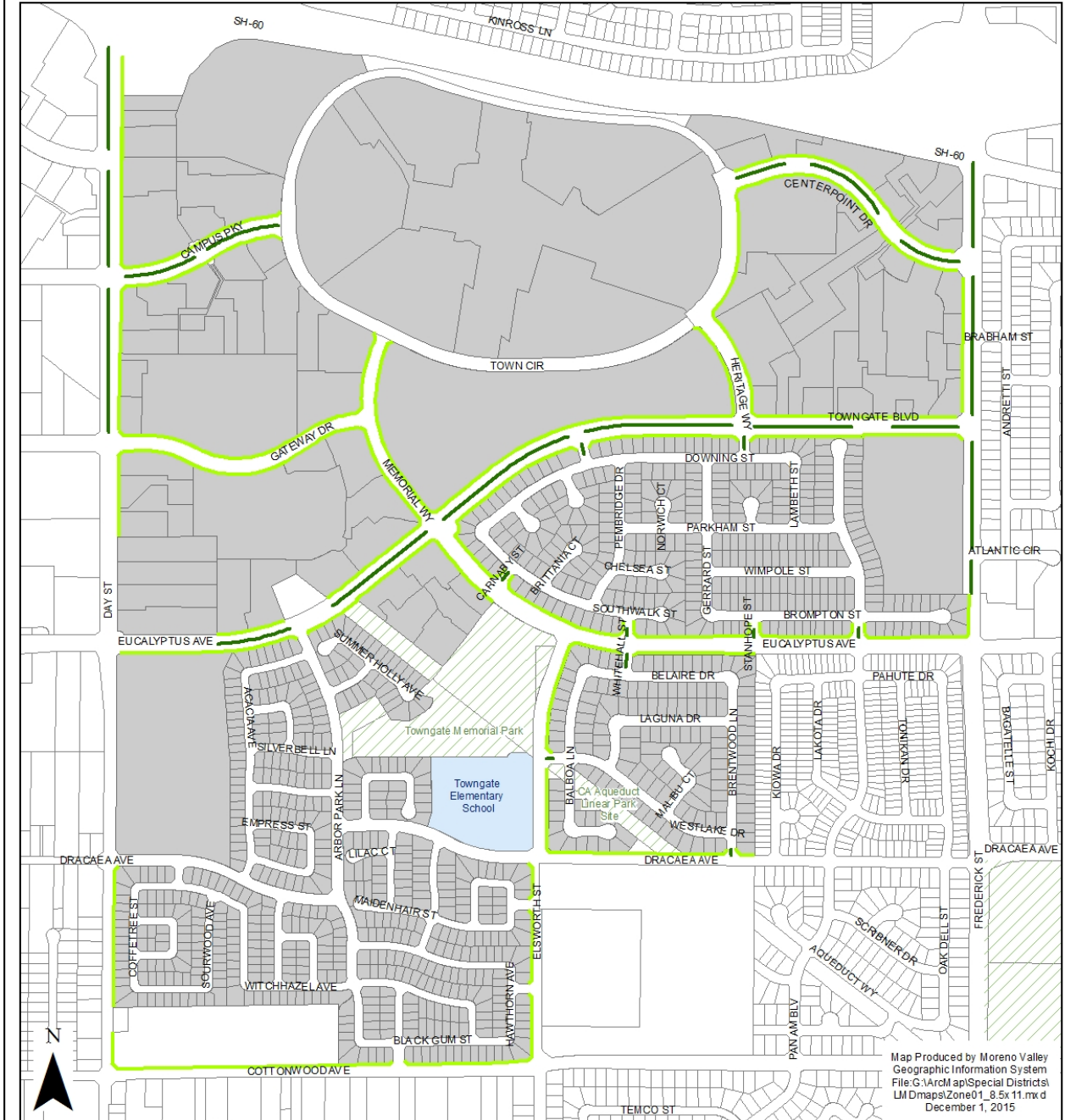
Data collection on those trees trimmed or removed is required. Information will include, but may not be limited to:

1. Species of tree removed/trimmed
2. Year and type of service
3. Location of tree
4. Size of tree
5. Other details that may be required at the direction of the Director.

18. PROJECT LOCATION MAPS

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

Zone 01 (Towngate)



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

- Landscaped Parkway
- Landscaped Median
- Zone 01 Parcels

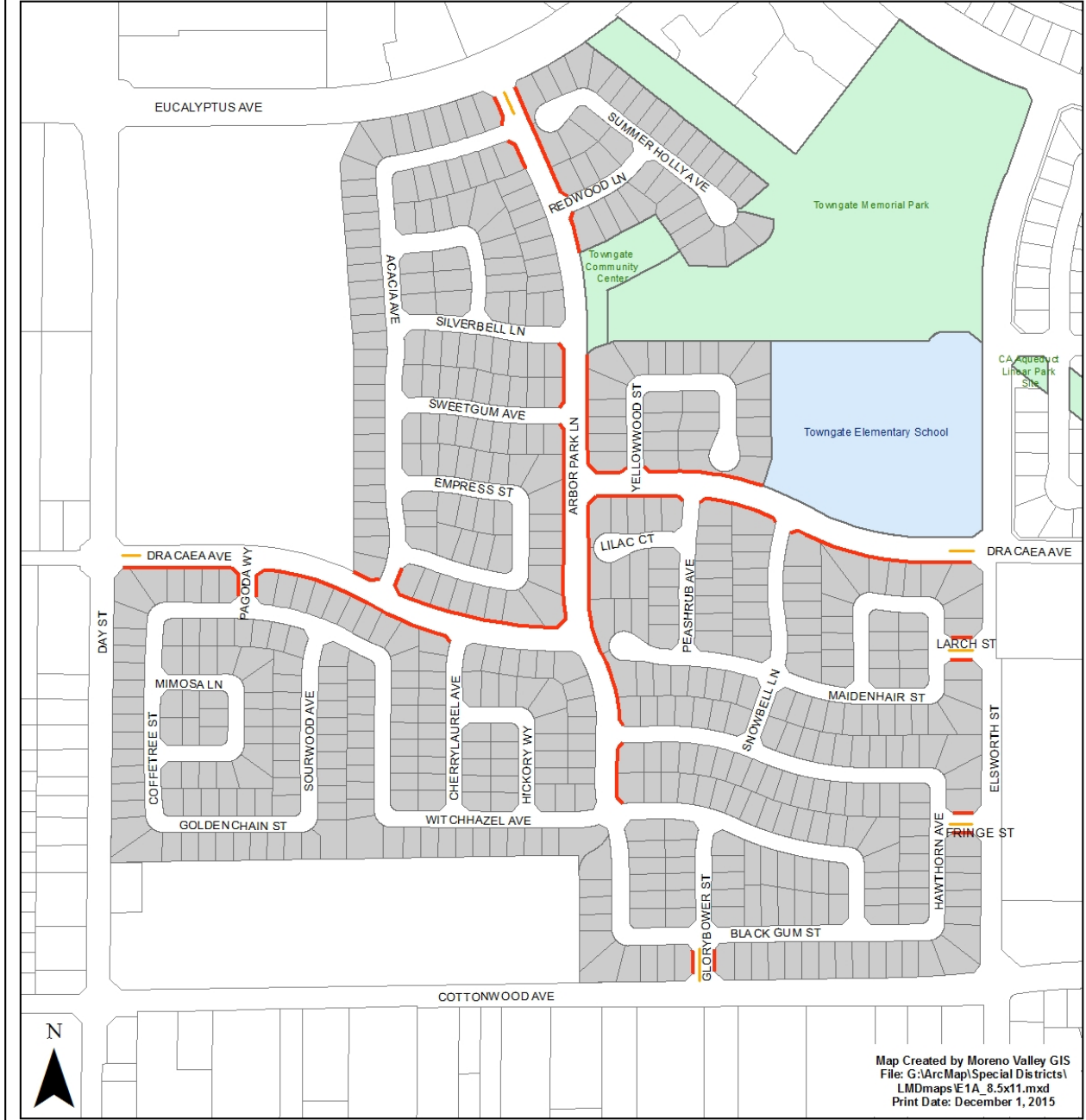


Map Produced by Moreno Valley
Geographic Information System
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December 1, 2015

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

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

Zone 01A (Renaissance Park)



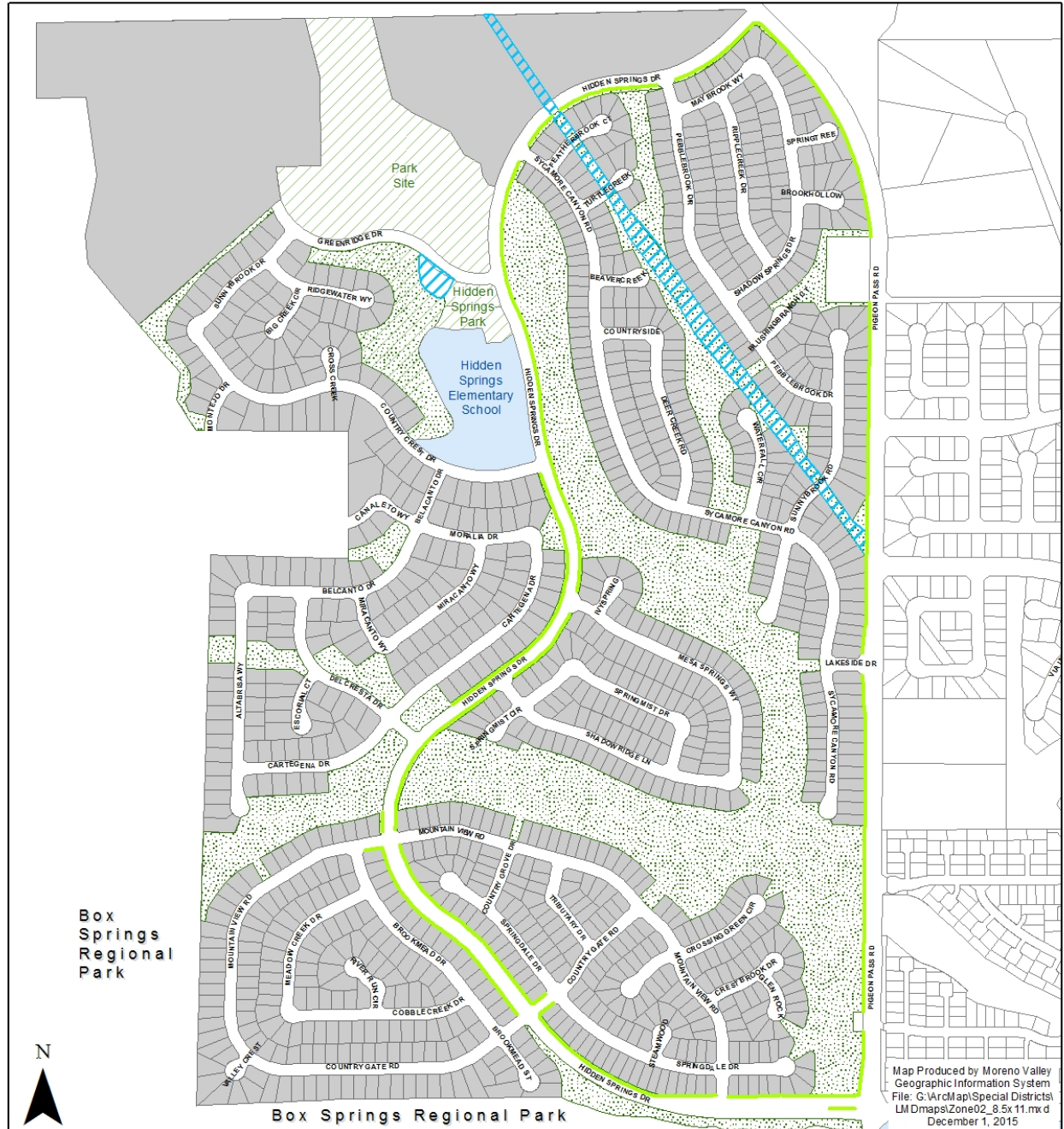
The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this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

- Landscaped Parkway
- Landscaped Medians
- Zone 01A Parcels



Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 02 (Hidden Springs)



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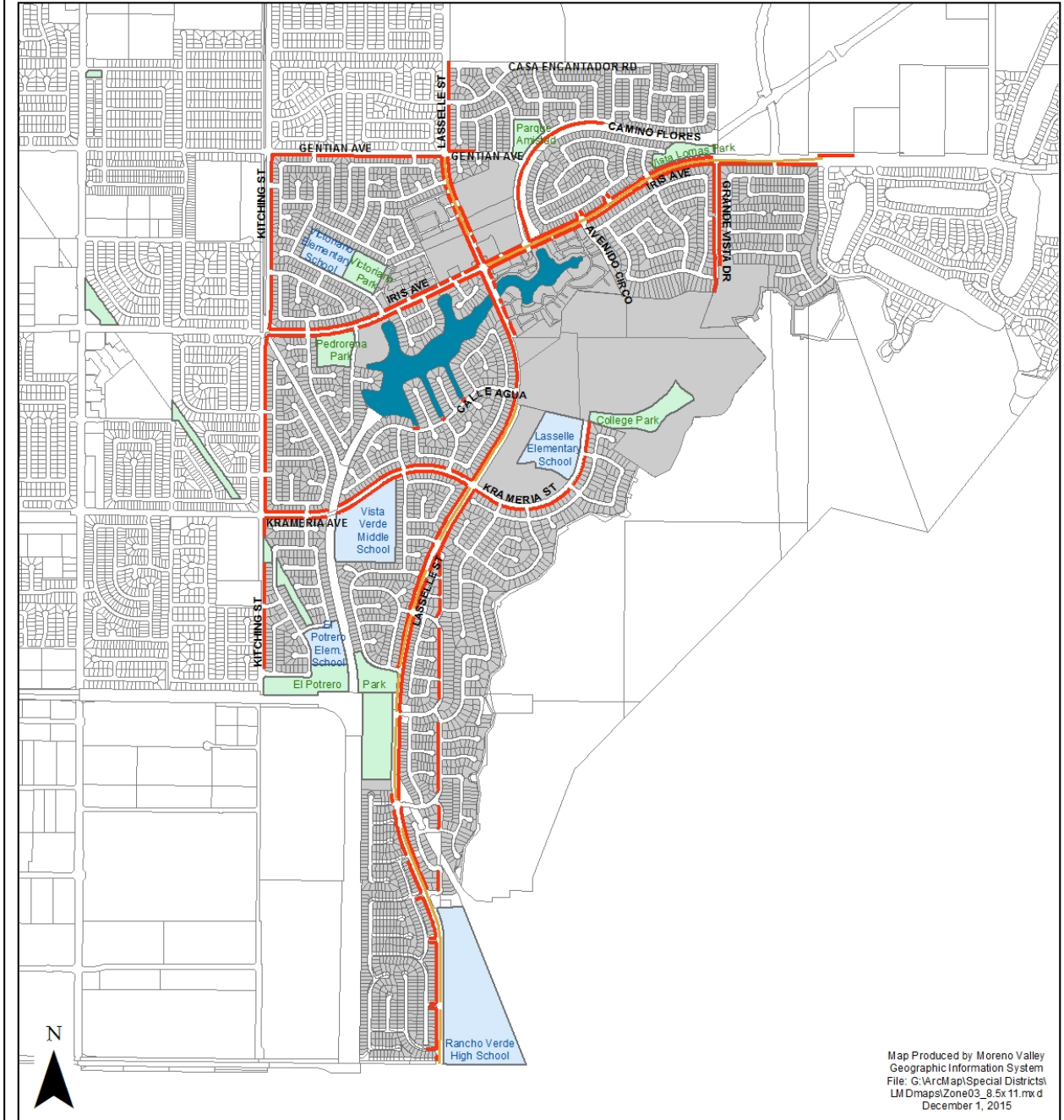
-  Landscaped Parkway
-  EMWD/SCE Easement
-  Landscaped Open Space
-  Zone 02 Properties



Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

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

Zone 03 (Moreno Valley Ranch - West)



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

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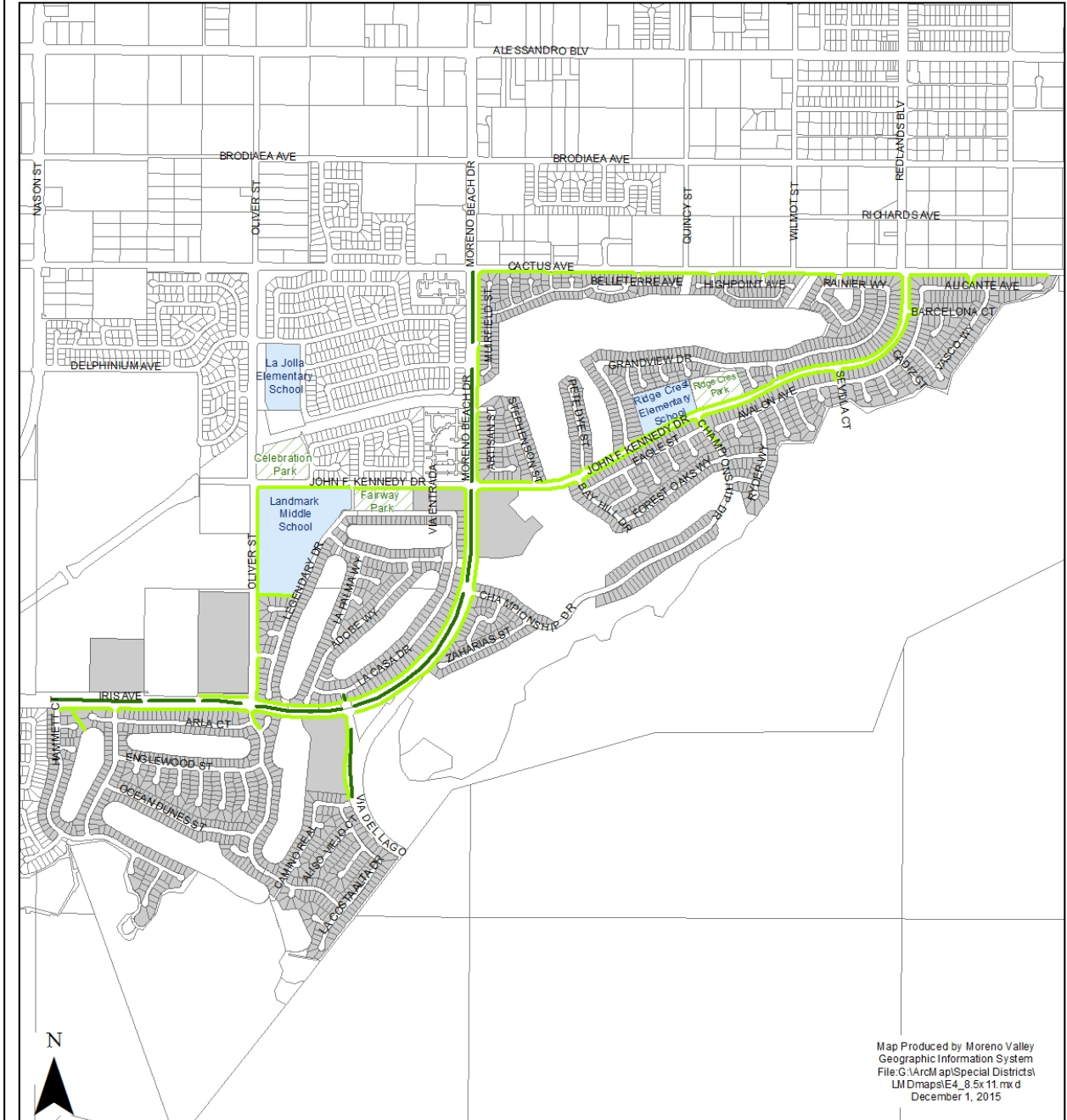
- Landscaped Parkway
- Landscaped Medians
- Zone 03 Parcels



Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

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

Zone 04 (Moreno Valley Ranch - East)



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- ▬ Landscaped Parkway
- ▬ Landscaped Median
- Zone 04 Parcels

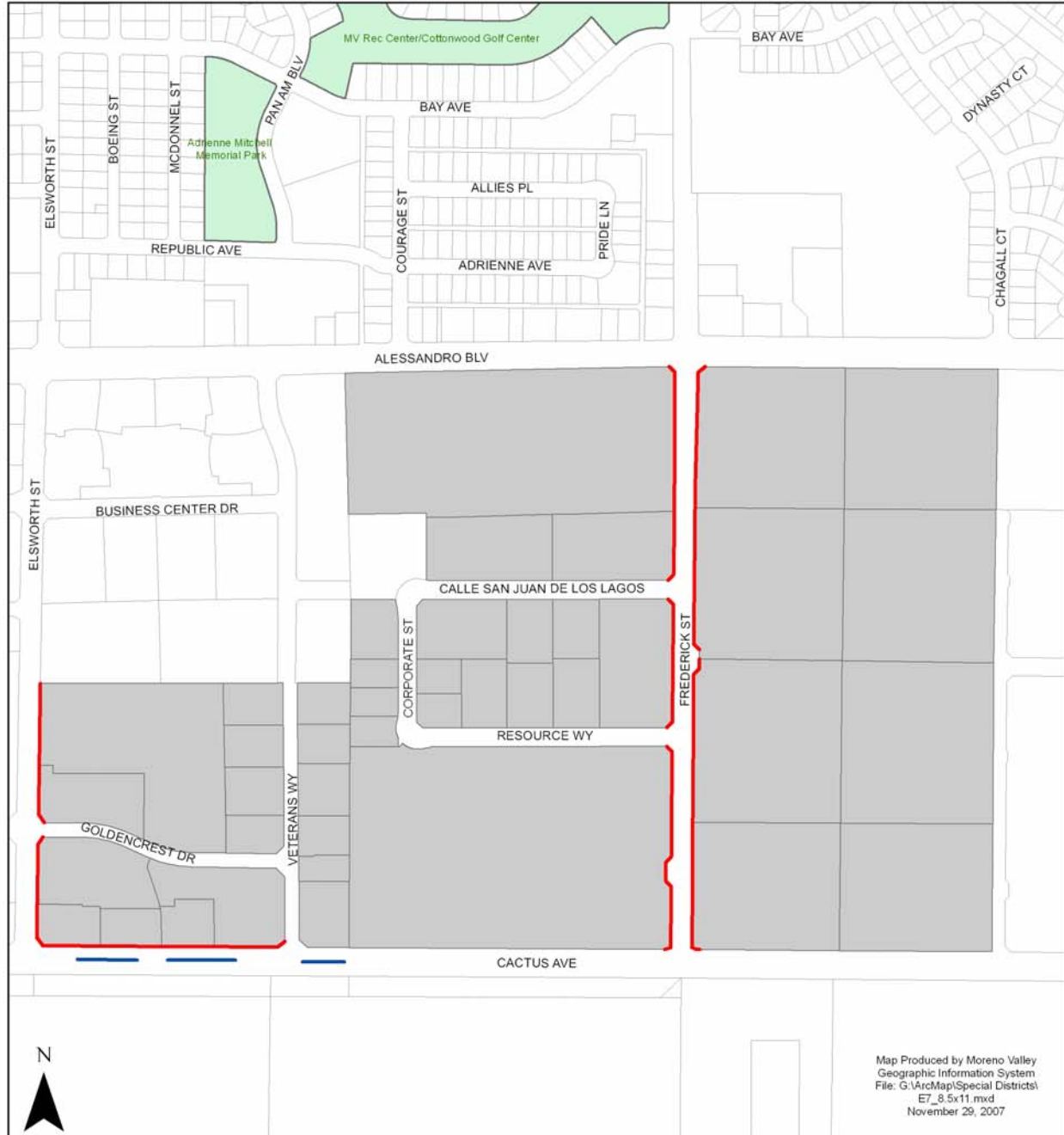
Map Produced by Moreno Valley
Geographic Information System
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December 1, 2015






Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-7 • Centerpointe



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-  Landscaped Median
-  Landscaped Parkway
-  Zone E-7 Parcels



Map Produced by Moreno Valley
Geographic Information System
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E7_8.5x11.mxd
November 29, 2007




Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-8 • Promontory Park



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-  Landscaped Parkway
-  Landscaped Open Space
-  Zone E-8 Parcels

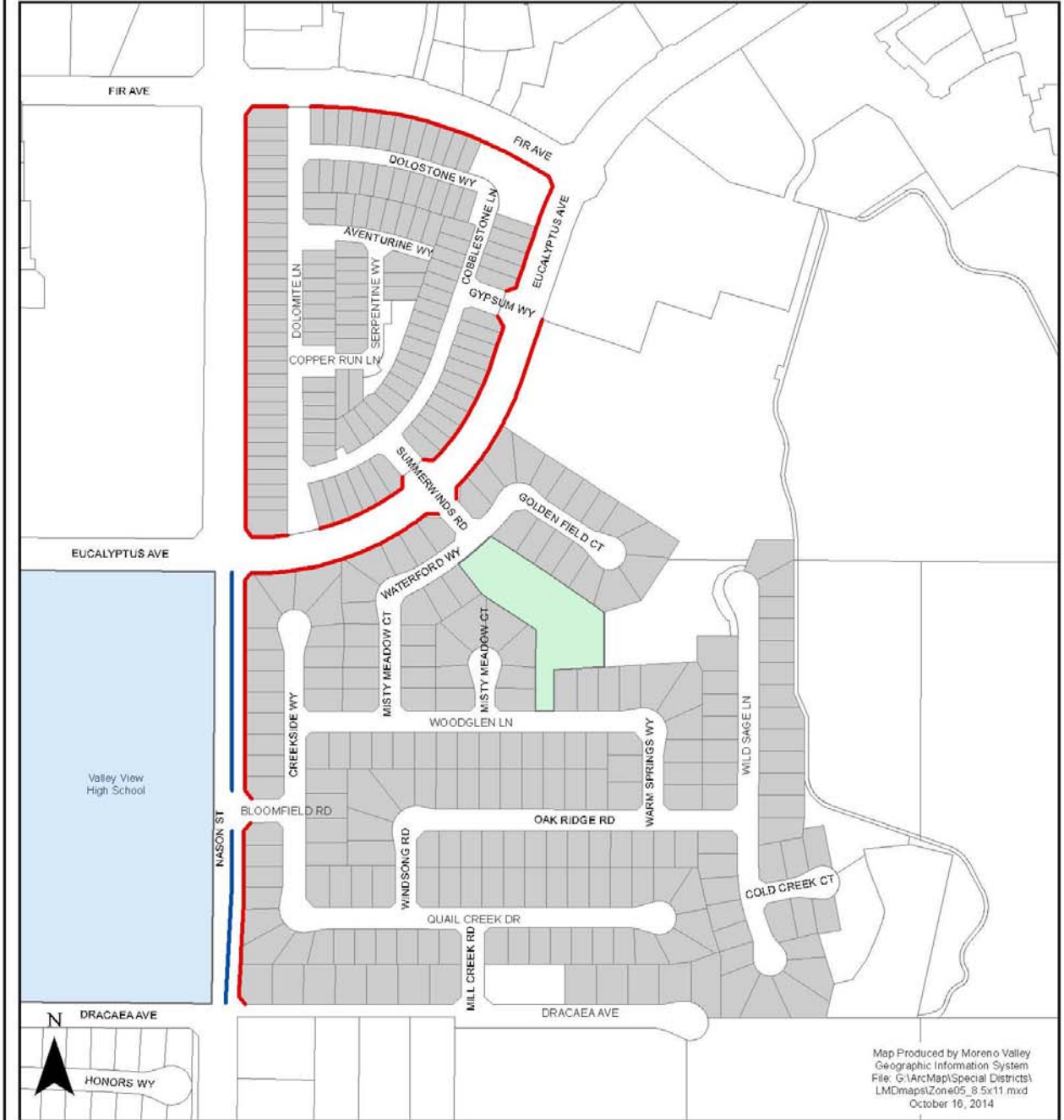
Map Produced by Moreno Valley
Geographic Information System
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January 24, 2011



Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

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

Zone 05 (Stoneridge Ranch)



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- Landscaped Parkway
- Landscaped Median
- Zone 05 Parcels

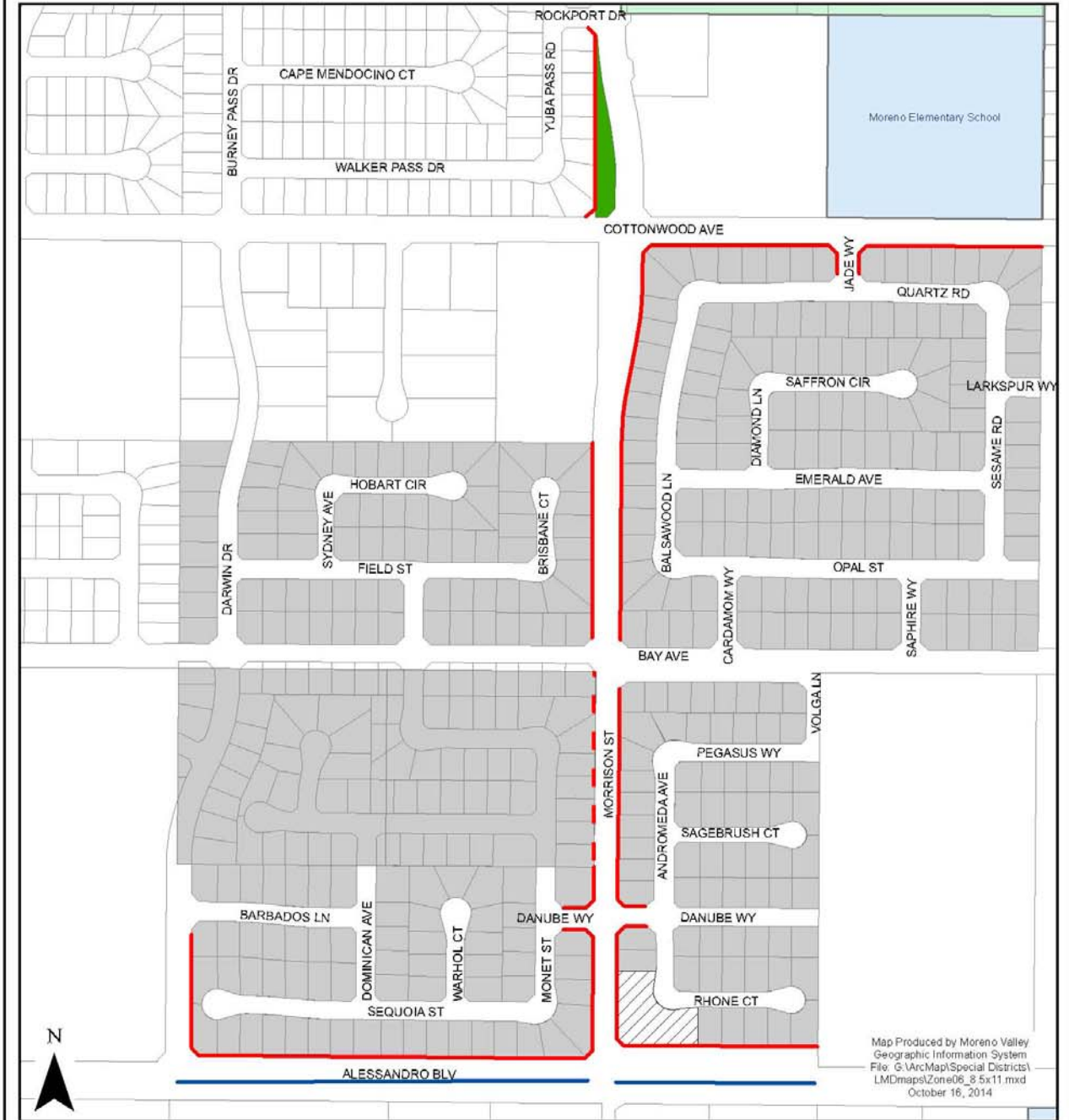


Map Produced by Moreno Valley
Geographic Information System
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October 16, 2014

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

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

Zone 06 (Mahogany Fields)



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- Landscaped Parkway
- - Future Landscaping
- Landscaped Median
- Not part of Zone 06 landscaping
- Turf Area
- Zone 06 Parcels

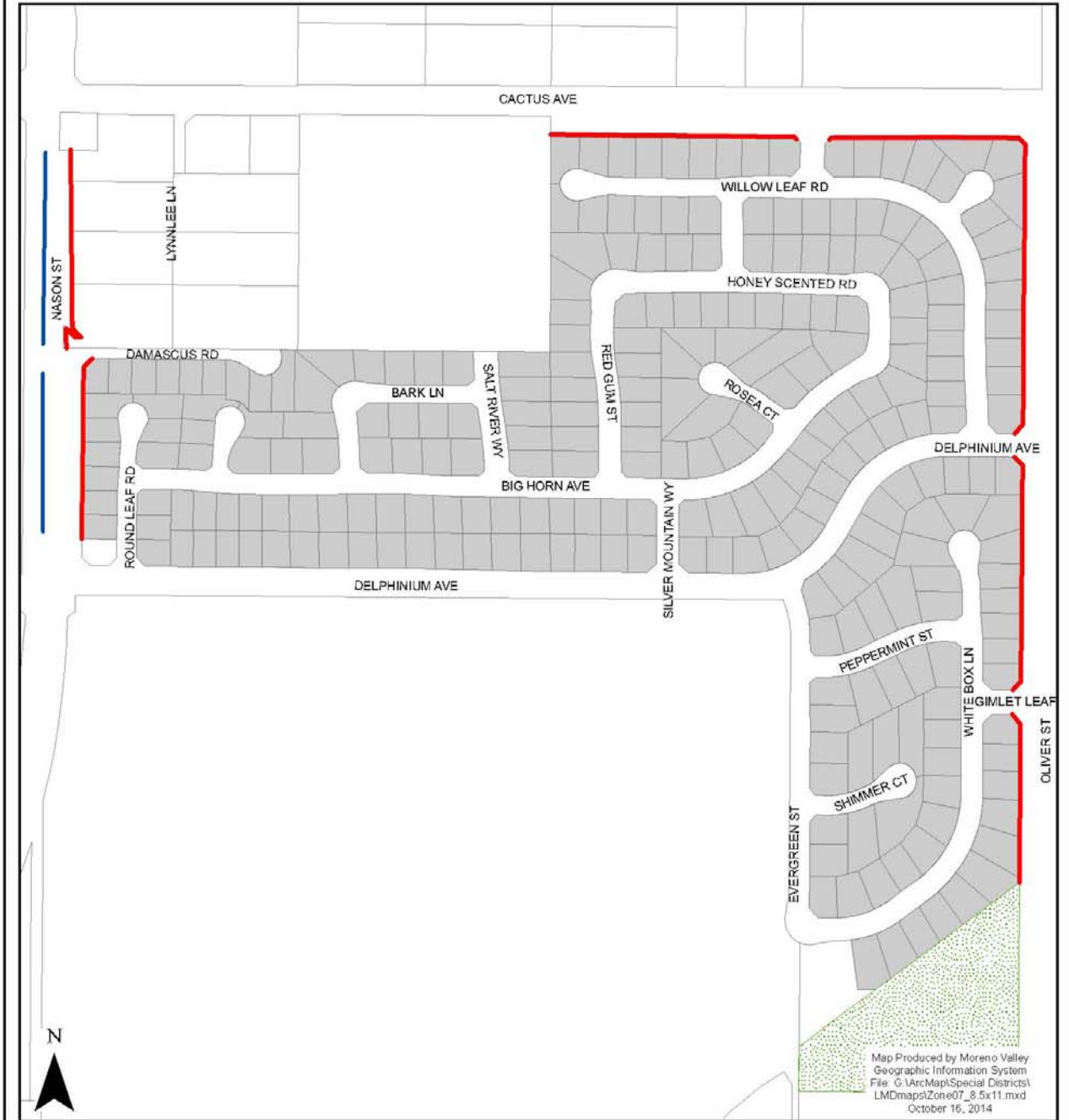
Map Produced by Moreno Valley
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 October 16, 2014



Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

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

Zone 07 (Celebration)



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-  Landscaped Parkway
-  Landscaped Median
-  Landscaped Open Space
-  Zone 07 Parcels



Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

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

Zone 08 (Shadow Mountain)



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- Landscaped Parkways
- Landscaped Medians
- Zone 08 Properties

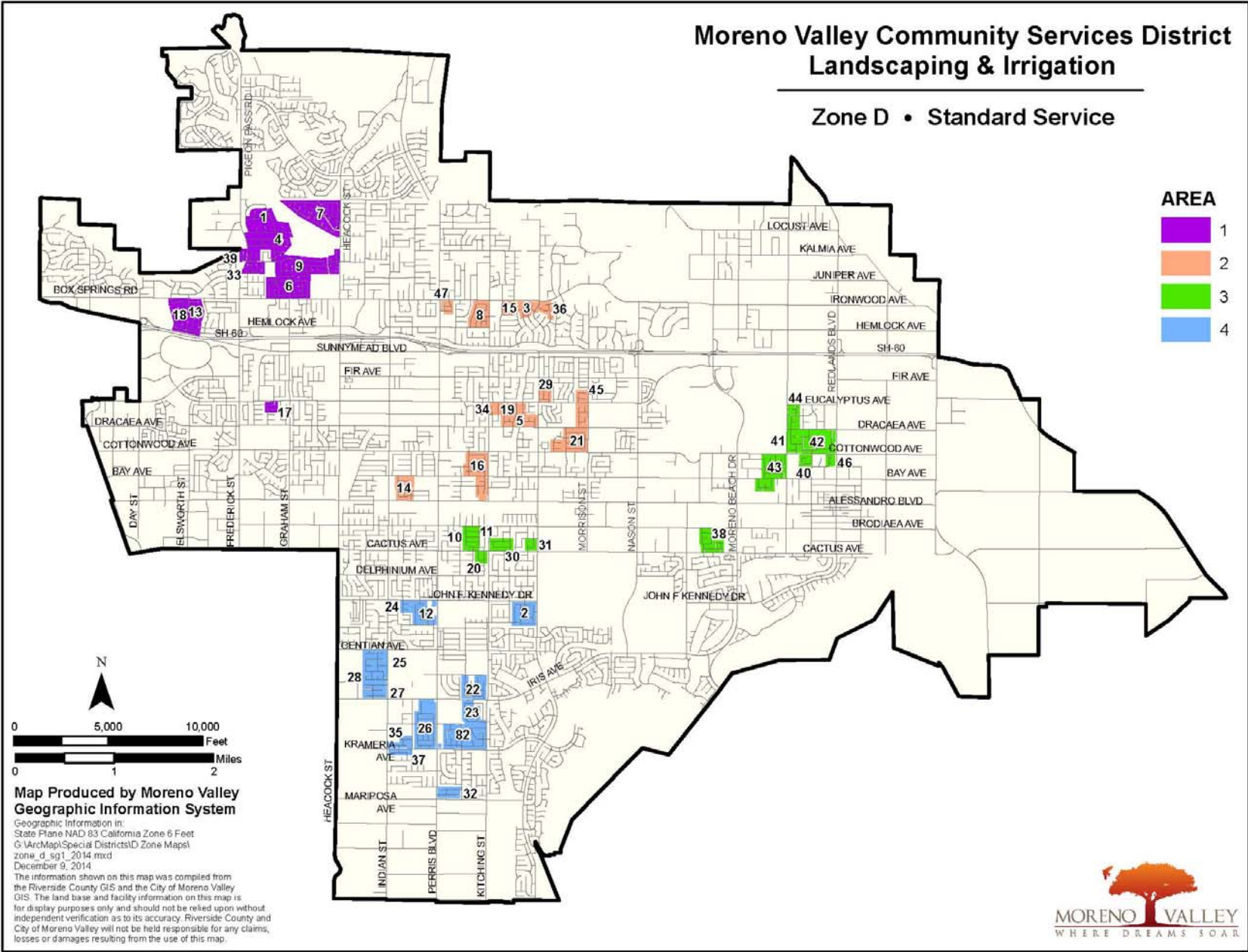


Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

Moreno Valley Community Services District Landscaping & Irrigation

Zone D • Standard Service

AREA



**Moreno Valley Community Services District
 Landscaping & Irrigation**

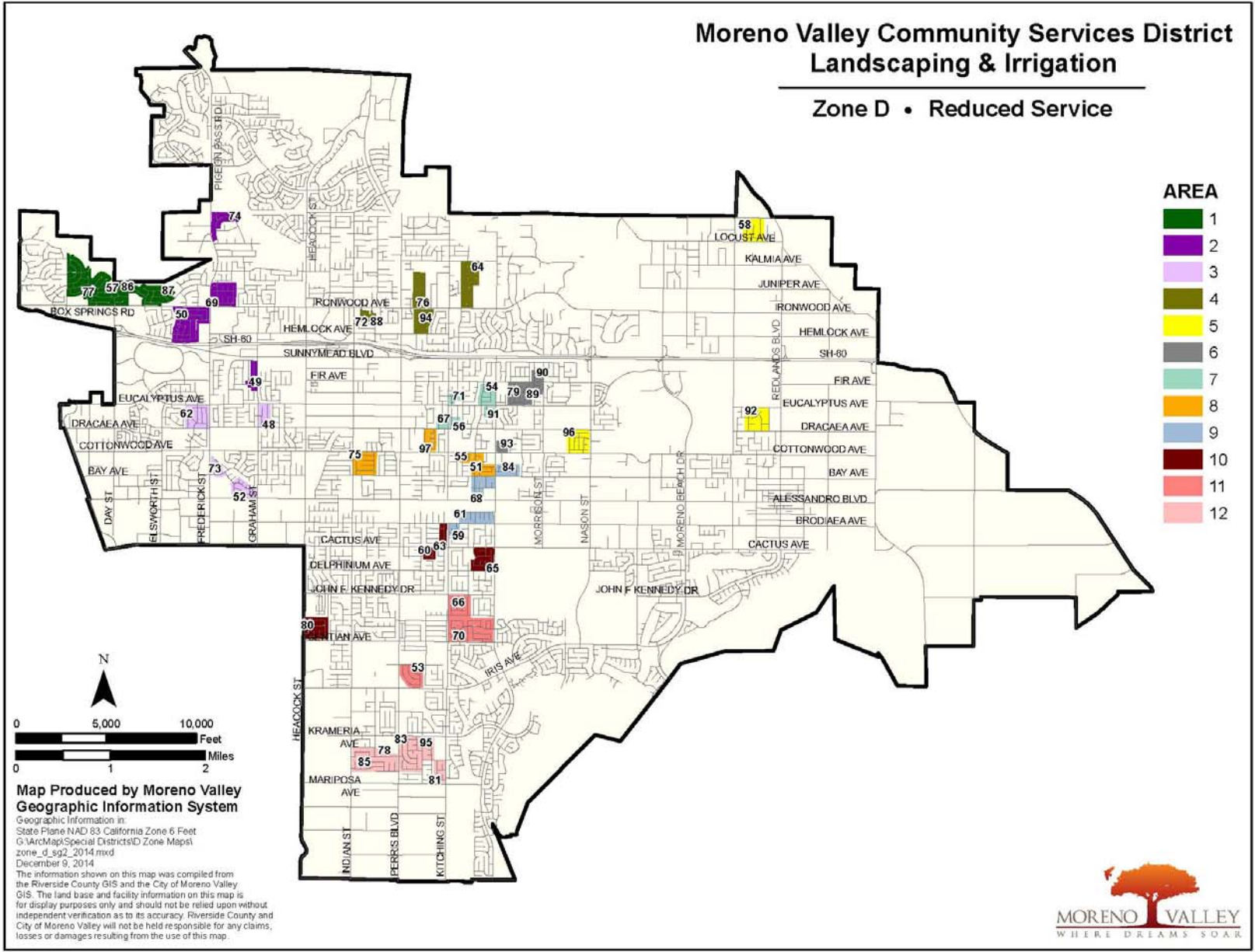
Zone D • Standard Service

<u>Map ID</u>	<u>Tract Number</u>	<u>Area (Sq. Ft.)</u>
1	TR 12305	722
2	TR 12773	13,806
3	TR 12902	7,344
4	TR 14387/12268	2,712
5	TR 16769	10,700
6	TR 18283	11,388
7	TR 18512/21322	59,940
8	TR 18784/20906	30,432
9	TR 19032	9,132
10	TR 19141	5,838
11	TR 19142	3,950
12	TR 19210	9,270
13	TR 19233	4,960
14	TR 19474	7,240
15	TR 19496	3,600
16	TR 19509	18,328
17	TR 19529	3,330
18	TR 19533	7,400
19	TR 19541	5,325
20	TR 19675	2,550
21	TR 19852	28,800
22	TR 19912	11,750
23	TR 19937	20,890
24	TR 20120	3,750
25	TR 20197	13,680
26	TR 20404	36,138
27	TR 20718	23,004
28	TR 20869	2,100
29	TR 21345	6,600
30	TR 21597	33,230
31	TR 21616	23,528
32	TR 21806	5,975
33	TR 22093	8,873
34	TR 22371	17,844
35	TR 22889	16,438
36	TR 22999	3,204
37	TR 30967	18,013
38	TR 31129	13,580
39	TR 31257	26,686
40	TR 31268	7,058
41	TR 31269	7,450
42	TR 31269-1	43,723
43	TR 31284	28,321
44	TR 31424	8,750
45	TR 31591	16,445
46	TR 32625	17,826
47	TR 32715	12,715
82	TR 20715	51,250

Total Area, Service Area: 725,588 sq ft

Total Acreage, Service Area: 16.65

Print Date: December 9, 2014
 File: G:\ArcMap\Special District\zone_d_sq1_pg2_2014.mxd



Packet Pg. 76

A.4.a

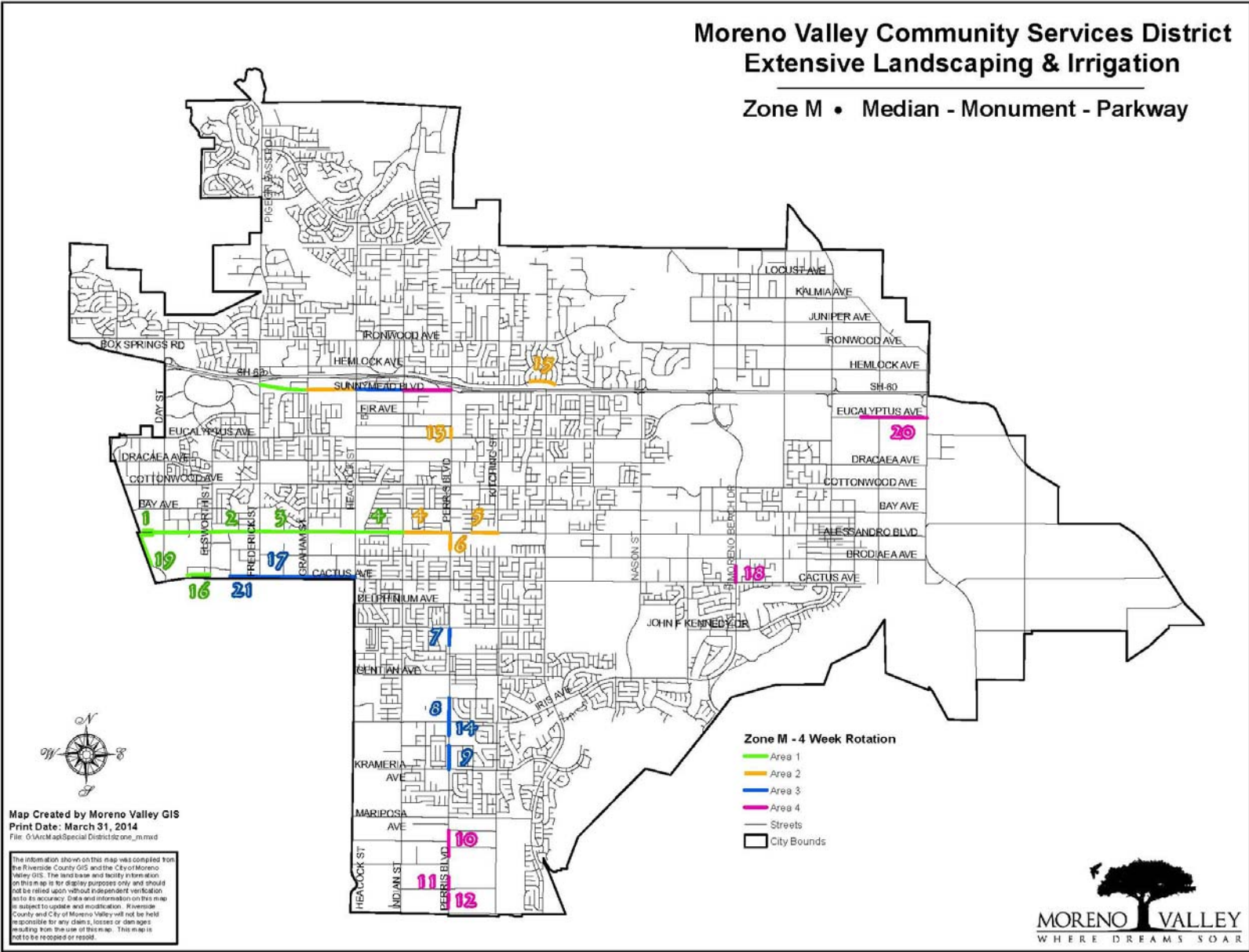
Moreno Valley Community Services District Landscaping & Irrigation

Zone D • Reduced Service

<u>MAP ID</u>	<u>Tract Number</u>	<u>Area (Sq. Ft.)</u>	<u>MAP ID</u>	<u>Tract Number</u>	<u>Area (Sq. Ft.)</u>
48	TR 10191/18468	10,871	79	TR 20525	16,500
49	TR 11848	9,066	80	TR 20552	19,458
50	TR 13576/19080/19081	20,291	81	TR 20660	11,912
51	TR 13585	6,600	83	TR 20859	33,630
52	TR 15387	9,049	84	TR 20941	9,600
53	TR 15433	24,161	85	TR 21113	12,200
54	TR 16768	16,281	86	TR 21332	19,440
55	TR 16770	5,830	87	TR 21333	54,500
56	TR 17033	9,990	88	TR 21737	3,920
57	TR 17176	21,097	89	TR 22276	11,690
58	TR 17334	37,680	90	TR 22277	20,485
59	TR 17387	4,384	91	TR 23046	16,000
60	TR 17457	3,444	92	TR 24721	6,882
61	TR 17867	13,778	93	TR 27526	16,373
62	TR 18930	38,849	94	TR 28882	20,983
63	TR 19143	4,864	95	TR 29038	6,243
64	TR 19208	17,680	96	TR 30027	45,833
65	TR 19363	13,320	97	TR 32018	7,865
66	TR 19434	13,242			
67	TR 19500	3,636			
68	TR 19518/18372	12,634			
69	TR 19551	36,364			
70	TR 19685	62,530			
71	TR 19799	17,652			
72	TR 19862	8,805			
73	TR 19957	6,810			
74	TR 20030	11,200			
75	TR 20032	14,076			
76	TR 20072	23,550			
77	TR 20272	51,216			
78	TR 20301	7,200			
				<u>Total Area, Service Area D-SG2:</u>	<u>869,664 sq ft</u>
				<u>Total Acreage, Service Area D-SG2:</u>	<u>19.96 acres</u>

Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone M • Median - Monument - Parkway



Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone M • Medians - Monuments - Parkways

Alessandro Boulevard Medians & Monuments

1. Old Hwy 215 Monuments
 - 17,895 square feet (includes 5,477 sq.ft. turf)
 - 8 trees
 - 4 remote control valves - 1 controller
2. Old Hwy 215 to Frederick Street
 - 60,423 square feet (includes 21,325 sq.ft. turf)
 - 75 trees
 - 32 remote control valves - 2 controllers
3. Frederick Street to Heacock Street
 - 68,445 square feet (includes 34,565 sq.ft. turf)
 - 64 trees
 - 22 remote control valves - 2 controllers
4. Heacock Street to Perris Boulevard
 - 15,609 square feet
 - 4 trees
 - 4 remote control valves - 2 controllers
5. Flaming Arrow Dr to Kitching St
 - 17,470 square feet
 - 21 trees
 - 16 valves - 1 controller

Perris Boulevard Medians

6. South of Alessandro Boulevard
 - 751 square feet
 - 1 tree
 - 2 remote control valves - 1 controller
7. South of John F. Kennedy Drive
 - 5,535 square feet
 - 15 trees
 - 8 remote control valves - 1 controller
8. North of Iris Ave
 - 2,200 square feet
 - 7 trees
 - 4 valves - 1 controller
9. North of Krameria Avenue
 - 3,324 square feet
 - 5 trees
 - 3 valves - 1 controller
10. At San Michele Road
 - 8,792 square feet (3,457 square feet added 8/1/2013)
 - 10 trees
 - 6 valves - 1 controller
11. Perris Blvd (North of Globe St)
 - 4,110 square feet
 - 8 trees
 - 1 controller
12. Perris Blvd (South of Globe St)
 - 4,950 square feet
 - 12 trees
 - 7 valves - 1 controller
13. Perris Blvd (North of Eucalyptus Ave)
 - 1,760 square feet
14. Perris Blvd (South of Iris Ave)
 - 5,838 square feet

Elder Avenue Retention Basin Parkway

15. South Side of Elder Avenue from Grenville Avenue to Brewster Drive
 - 7,471 square feet
 - 1 tree
 - 2 remote control valves - 1 controller

Cactus Avenue Medians

16. Cactus Ave. west of Elsworth
 - 2,500 square feet
 - 5 trees
 - 4 valves - 1 controller
17. Cactus Ave between Frederick St & Heacock St
 - 31,232 square feet
21. Cactus Ave between Frederick St & Veterans Way
 - 9,382 square feet

Moreno Beach Medians

18. Moreno Beach Dr (North of Cactus Ave)
 - 9,396 square feet

Old 215 Medians

19. Old 215 (South of Alessandro Blvd)
 - 4,328 square feet

Sketchers Median

20. Eucalyptus Ave
 - 41,250 square feet

19. TREE TRIMMING/REMOVAL LIST

Zone	Tract	Street Section	Tree Species	# of Trims	# of Removal
D	12773	On JFK & Laselle	Liquid Ambar		10
D	12773				
D	12773				
D	12773				
Tract 12773 Total				0	10
D	15433	On Iris, east of Perris	Sycamore	15	1
D	15433	On Iris east of Perris	Various		
D	15433				
D	15433				
Tract 15433 Total				15	1
D	17176	On Box Springs west of Day	Liquid Ambar		4
D	17176				
D	17176				
D	17176				
Tract 17176 Total				0	4
D	17334	On Locust west of Redlands	Pine		3
D	17334				
D	17334				
D	17334				
Tract 17334 Total				0	3
D	18283	On the NEC of Ironwood & Graham	Sycamore	1	
D	18283				
D	18283				
D	18283				
Tract 18283 Total				1	0
D	19208	On Matthew north of Tivoli	Pine		1
D	19208				

D	19208				
D	19208				
Tract 19208 Total				0	1
D	19434	On Kitching south of JFK	Liquid Ambar		8
D	19434				
D	19434				
D	19434				
Tract 19434 Total				0	8
D	19529	On Eucalyptus west of Valley Springs	Camphors		2
D	19529				
D	19529				
D	19529				
Tract 19529 Total				0	2
D	19852	On Cottonwood & Morrison	Liquid Ambar		7
D	19852				
D	19852				
D	19852				
Tract 19852 Total				0	7
D	19937	On Iris between Perris & Kitching	Liquid Ambar		7
D	19937	On Iris between Perris & Kitching	Liquid Ambar	16	
D	19937	On Kitching south of Iris	Eucalyptus		2
D	19937				
Tract 19937 Total				16	9
D	20072	On NW side of Mathews & Trivoli	Pine		1
D	20072				
D	20072				
D	20072				
Tract 20072 Total				0	1

D	20120	On JFK east of Indian	Oak	4	
D	20120	On JFK east of Indian	Liquid Ambar		2
D	20120				
D	20120				
Tract 20120 Total				4	2
D	20404	On Red Maple west of Perris	Liquid Ambar		2
D	20404				
D	20404				
D	20404				
Tract 20404 Total				0	2
D	20660	On Kitching south of Krameria	Liquid Ambar		9
D	20660				
D	20660				
D	20660				
Tract 20660 Total				0	9
D	20718	On Iris west of Indian	Oak	38	
D	20718				
D	20718				
D	20718				
Tract 20718 Total				38	0
D	20859	On Perris south of Krameria	Various		6
D	20859				
D	20859				
D	20859				
Tract 20859 Total				0	6
D	21332	On Ironwood east of Day	Liquid Ambar		4
D	21332				
D	21332				

		Tract 21332 Total		0	4
D	21333	On Ironwood	Liquid Ambar		2
D	21333				
D	21333				
		Tract 21333 Total		0	2
D	22093	On Swan east of Pigeon Pass	Liquid Ambar		6
D	22093				
D	22093				
		Tract 22093 Total		0	6
D	24721	On Eucalyptus off Redlands	Eucalyptus	28	
D	24721				
D	24721				
		Tract 24721 Total		28	0
D	30027	On Dracaea On Nason, On Athletics	Palo Verde	58	
D	30027	On Cottonwood west of Nason	Palo Verde		3
D	30027				
		Tract 30027 Total		58	3
D	31129	On Cactus between MB & Oliver	African Sumac	38	
D	31129				
D	31129				
		Tract 31129 Total		38	0
D	18512/21322	On SE side of Badger Springs & Miners	Pine		1
D	18512/21322				
D	18512/21322				
		Tract 18512/21322 Total		0	1
E	E-7	S/E corner of Alessandro & Frederick	Pepper and Palm	8	
E	E-7	N/W corner of Cactus & Frederick	Pepper and Palm	9	
E	E-7	N/E corner of Cactus & Frederick	Pepper and Palm	9	

E	E-7	S/W corner of Alessandro & Frederick	Pepper and Palm	7	
E	E-7				
E	E-7				
E	E-7				
E	E-7				
E	E-7				
E	E-7				
E	E-7				
E	E-7				
E	E-7				
E	E-7				
E	E-7				
E	E-7				
E	E-7				
E	E-7				
E	E-7				
		E-7 Total		33	0
E	E-8	On Auburn off Moreno Beach	African Sumac	6	
E	E-8	On Cactus between Oliver & MB	African Sumac	32	
E	E-8				
E	E-8				
E	E-8				
E	E-8				
E	E-8				
E	E-8				
E	E-8				
E	E-8				
E	E-8				
E	E-8				
E	E-8				

		E-8 Total		38	0
LMD	Zone 01 - TG	South side Campus	Palm	20	
LMD	Zone 01 - TG	North side Campus	Palm	20	
LMD	Zone 01 - TG	S/E corner of Campus & Day	Palm and Magnolia	11	
LMD	Zone 01 - TG	N/E corner of Campus & Day	Palm and Magnolia	11	
LMD	Zone 01 - TG	S/S Eucalyptus from Memorial to Day	Sycamore	26	
LMD	Zone 01 - TG	N/S Eucalyptus from Memorial to Day	Sycamore	13	
LMD	Zone 01 - TG	Both sides of Eucalyptus from Frederick to Towngate	Various	73	
LMD	Zone 01 - TG	E/S Elsworth from Eucalyptus to Dracaea	Various	33	
LMD	Zone 01 - TG	N/S Draceea from Elsworth to Frederick	Various	35	
LMD	Zone 01 - TG	Both sides and medians on Centerpoint	Various	61	
LMD	Zone 01 - TG	S/S Elsworth from Dracaea to Cottonwood	Various	33	
LMD	Zone 01 - TG	N/S Cottonwood from Elsworth to Day	Various	29	
LMD	Zone 01 - TG	E/S Day from Cottonwood to Dracaea	Various	28	
LMD	Zone 01 - TG	Towngate medians Frederick to Memorial	Brazilian Pepper	18	
LMD	Zone 01 - TG	S/W corner of Towngate and Frederick	Various	13	
LMD	Zone 01 - TG	S/S of Towngate W/O Heritage	Sycamore		1
LMD	Zone 01 - TG	S/W corner of Towngate and Heritage	Pear		1
LMD	Zone 01 - TG	Cottonwood W/O Glorybower	Eucalyptus		2
LMD	Zone 01 - TG	Day N/O Cottonwood	Eucalyptus		2
LMD	Zone 01 - TG				
		Zone 01 - TG Total		424	6
LMD	Zone 01A - RP	East Draceea from Elsworth to Arbor Park	Eucalyptus	32	
LMD	Zone 01A - RP	West Draceea from Arbor Park to Day	Eucalyptus	24	
LMD	Zone 01A - RP				
		Zone 01A - RP Total		56	0
LMD	Zone 02 - HS	Sycamore Canyon Behind White Water	Various	100	
LMD	Zone 02 - HS	Continued east side and middle Paseo	Various	100	
LMD	Zone 02 - HS	Middle of Paseo (map 3)	Various	50	

LMD	MVRW Zone 03 -	Kitching/Krameria Corner N/e	Pepper	1	
LMD	MVRW Zone 03 -	Kitching/Krameria Corner N/e	Palm	6	
LMD	MVRW Zone 03 -	Iris/Kitching Corner s/e	Pepper	1	
LMD	MVRW Zone 03 -	Iris/Kitching Corner s/e	Palm	8	
LMD	MVRW Zone 03 -	Iris/Kitching Corner s/w	Pepper	1	
LMD	MVRW Zone 03 -	Iris/Kitching Corner s/w	Palm	8	
LMD	MVRW Zone 03 -	Iris/Kitching Corner n/w	Palm	8	
LMD	MVRW Zone 03 -	Iris/Kitching Corner s/e	Palm	8	
LMD	MVRW Zone 03 -	Gentian/Lasselle S/w Corner	Pepper	1	
LMD	MVRW Zone 03 -	Gentian/Lasselle S/e Corner	Pepper	1	
LMD	MVRW Zone 03 -	Lasselle/Gentian S/e Corner	Palm	7	
LMD	MVRW Zone 03 -	Iris & Lasselle N/e corner	Palm	10	
LMD	MVRW Zone 03 -	Iris & Lasselle N/w corner	Palm	3	
LMD	MVRW Zone 03 -	Iris & Lasselle s/e corner	Palm	8	
LMD	MVRW Zone 03 -	Iris & Lasselle s/e corner	Pepper	1	
LMD	MVRW Zone 03 -	Iris & Lasselle s/e corner	Palm	8	

	Zone 03 - MVRW	Iris & Lasselle s/w corner	Pepper	1	
LMD	Zone 03 - MVRW	Iris from Kitching to Hammett on the South Side	Sycamore	111	
LMD	Zone 03 - MVRW	Iris in Medians from Kitching to rocks in grass	Sycamore	81	
LMD	Zone 03 - MVRW	Iris from Kitching to Vista Lomas Park on the North Side	Sycamore	90	
LMD	Zone 03 - MVRW	Lasselle in medians from Gentian to Kentucky Derby	Sycamore	100	
LMD	Zone 03 - MVRW	Both sides of Lasselle from Vista De Lago H.S. to Rancho Verde H.S.	Sycamore	227	
LMD	Zone 03 - MVRW	All of Zone 03. Kitching, Lasselle, Iris, Gentian, Krameria	African Sumac	274	
LMD	Zone 03 - MVRW	Camino Flores	Palo Verde	23	
LMD	Zone 03 - MVRW	Misc. Removals	Various		15
LMD	Zone 03 - MVRW				
LMD	Zone 03 - MVRW				
LMD	Zone 03 - MVRW				
LMD	Zone 03 - MVRW				
LMD	Zone 03 - MVRW				
LMD	Zone 03 - MVRW				
LMD	Zone 03 - MVRW				
		Zone 03 - MVRW Total		994	15
LMD	Zone 03A - LPP				
LMD	Zone 03A - LPP				
LMD	Zone 03A - LPP				

		Zone 03A - LPP Total		0	0
LMD	Zone 04 - MVRE	Cactus/Moreno Beach Corner	Palm	11	
LMD	Zone 04 - MVRE	Cactus/Moreno Beach Corner	Pepper	1	
LMD	Zone 04 - MVRE	Cactus/JFK S/w Corner	Palm	11	
LMD	Zone 04 - MVRE	Cactus/JFK S/w Corner	Pepper	1	
LMD	Zone 04 - MVRE	Cactus/JFK S/e Corner	Palm	10	
LMD	Zone 04 - MVRE	Cactus/JFK S/e Corner	Pepper	1	
LMD	Zone 04 - MVRE	JFK/Barcelona	Pepper	1	
LMD	Zone 04 - MVRE	JFK/Sevilla	Pepper	1	
LMD	Zone 04 - MVRE	JFK/Championship	Pepper	2	
LMD	Zone 04 - MVRE	JFK/Bay Hill	Pepper	2	
LMD	Zone 04 - MVRE	Iris/Hammett	Pepper	1	
LMD	Zone 04 - MVRE	Iris/Turnberry	Pepper	3	
LMD	Zone 04 - MVRE	Iris/Oliver	Pepper	1	
LMD	Zone 04 - MVRE	Iris/Oliver	Palm	5	
LMD	Zone 04 - MVRE	Iris E/s Hammett/Turnberry open area	Pepper	4	
LMD	Zone 04 - MVRE	South Side of Iris from Hammet to Oliver	Pine	43	
LMD	Zone 04 - MVRE	South Side of Iris from Hammet to Oliver	Eucalyptus	40	
LMD	Zone 04 - MVRE	South Side of Iris from Oliver to Via De Lago	Pine	3	
LMD	Zone 04 - MVRE	East Side of Moreno Beach from Via De Lago	Pine	22	
LMD	Zone 04 - MVRE	East Side of Moreno Beach from Via De Lago	Eucalyptus	14	
LMD	Zone 04 - MVRE	South Side of JFK from Bayhill to Championship	Pine	32	
LMD	Zone 04 - MVRE	South Side of JFK from Bayhill to Championship	Eucalyptus	33	
LMD	Zone 04 - MVRE	South East and South West corners of Championship	Pine	3	
LMD	Zone 04 - MVRE	South Side of JFK from Championship to Sevilla	Pine	33	
LMD	Zone 04 - MVRE	South Side of JFK from Sevilla to Barcelona	Pine	32	
LMD	Zone 04 - MVRE	North East and North West corners of Barcelona	Pine	2	
LMD	Zone 04 - MVRE	North Side of Iris from Via De Lago to Oliver	Pine	14	
LMD	Zone 04 - MVRE	North Side of Iris from Via De Lago to Oliver	Eucalyptus	6	
LMD	Zone 04 - MVRE	Via De Lago	Palo Verde	33	
LMD	Zone 04 - MVRE	Via De Lago	Pepper	13	

LMD	Zone 04 - MVRE	Via De Lago	Liquid Ambar	12	
LMD	Zone 04 - MVRE	N/e corner of JFK/Eaglehead Dr.	Oak		1
LMD	Zone 04 - MVRE	Misc. Removals	Various		15
LMD	Zone 04 - MVRE				
Zone 04 - MVRE Total				390	16
LMD	Zone 05 - SR	On Summerwinds south of Eucalyptus	Palo Verde	2	3
LMD	Zone 05 - SR	On Nason, On Eucalyptus, On Fir	Palo Verde	20	
LMD	Zone 05 - SR				
Zone 05 - SR Total				22	1
LMD	Zone 06 - MF	On Jade south of Cottonwood	Palo Verde	8	
LMD	Zone 06 - MF				
LMD	Zone 06 - MF				
LMD	Zone 06 - MF				
LMD	Zone 06 - MF				
LMD	Zone 06 - MF				
LMD	Zone 06 - MF				
Zone 06 - MF Total				8	0
LMD	Zone 07 - CEL	On Nason south of Cactus	Palo Verde	11	
LMD	Zone 07 - CEL	On Cactus between Nason & Oliver	African Sumac	26	
LMD	Zone 07 - CEL	On Oliver south of Cactus	Chiltalpa		1
LMD	Zone 07 - CEL				
LMD	Zone 07 - CEL				
LMD	Zone 07 - CEL				
LMD	Zone 07 - CEL				
LMD	Zone 07 - CEL				
LMD	Zone 07 - CEL				
LMD	Zone 07 - CEL				
LMD	Zone 07 - CEL				
Zone 07 - CEL Total				37	1

LMD	Zone 08 - SM	North Side Sunnymead Parkway including north side of trail	Pepper	6	
LMD	Zone 08 - SM				
LMD	Zone 08 - SM				
LMD	Zone 08 - SM				
LMD	Zone 08 - SM				
LMD	Zone 08 - SM				
LMD	Zone 08 - SM				
LMD	Zone 08 - SM				
LMD	Zone 08 - SM				
LMD	Zone 08 - SM				
LMD	Zone 08 - SM				
LMD	Zone 08 - SM				
LMD	Zone 08 - SM				
LMD	Zone 08 - SM				
LMD	Zone 08 - SM				
		Zone 08 - SM Total		6	0
M	1	Both sides of monuments	Jacaranda	6	
M	1				
M	1				
M	1				
		Median ID#1 Total		6	0
M	2				
M	2				
M	2				
M	2				
		Median ID#2 Total		0	0
M	3	Alessandro east of Frederick	Liquid Ambar		1
M	3				
M	3				

		Median ID#3 Total		0	1
M	4				
M	4				
M	4				
M	4				
		Median ID#4 Total		0	0
M	5	Alessandro from Perris to Krameria	Crape Myrtle	11	
M	5				
M	5				
M	5				
		Median ID#5 Total		11	0
M	6				
M	6				
M	6				
M	6				
		Median ID#6 Total		0	0
M	7				
M	7				
M	7				
M	7				
		Median ID#7 Total		0	0
M	8				
M	8				
M	8				
M	8				
		Median ID#8 Total		0	0
M	9				
M	9				

M	9				
M	9				
Median ID#9 Total				0	0
M	10				
M	10				
M	10				
M	10				
Median ID#10 Total				0	0
M	11				
M	11				
M	11				
M	11				
Median ID#11 Total				0	0
M	12				
M	12				
M	12				
M	12				
Median ID#12 Total				0	0
M	13				
M	13				
M	13				
M	13				
Median ID#13 Total				0	0
M	14				
M	14				
M	14				
M	14				
Median ID#14 Total				0	0
M	15				

M	15				
M	15				
M	15				
Median ID#15 Total				0	0
M	16				
M	16				
M	16				
M	16				
Median ID#16 Total				0	0
M	17	Cactus from Heacock to Frederick	Sumac and Crape Myrtle	57	
M	17				
M	17				
M	17				
Median ID#17 Total				57	0
M	18				
M	18				
M	18				
M	18				
Median ID#18 Total				0	0
M	19				
M	19				
M	19				
M	19				
Median ID#19 Total				0	0
M	20				
M	20				
M	20				
M	20				

		Median ID#20 Total		0	0
M	21				
M	21				
M	21				
M	21				
		Median ID#21 Total		0	0
M	22				
M	22				
M	22				
M	22				
S	N/A	Sunnymead Boulevard from Frederick St. to Perris Blvd.	Palm	196	0
		Zone S Total		196	

EXHIBIT B: City Responsibilities

INVITATION NO. 2015-026 TREE TRIMMING AND REMOVAL

1. CONTRACT SUPERVISION

- A. The Contract shall be administered on behalf of the City by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."
- B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The City shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling adjacent to the tree trimming sites. .

3. UTILITIES

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

4. CONTRACTED LANDSCAPE MAINTENANCE SCHEDULES

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

EXHIBIT C: Payment Terms**INVITATION NO. 2015-026
TREE TRIMMING AND REMOVAL****1. CONTRACTOR'S COMPENSATION**

- A. The Contractor will be paid monthly based on the number of trees trimmed/removed per site, for the work performed satisfactorily under this Agreement. By the tenth of each month the Contractor will electronically submit to the Director detailed reports for the: 1) maintenance performed, 2) Greenwaste, 3) complaints received, 4) hazards noted, 5) chemicals used in the prior month 5) a detailed invoice for services in accordance with the Agreement's price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

The Contractor will submit all invoices electronically to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to 951.413.3073.

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

- B. The Contractor will obtain and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.
- C. Except where additional compensation is specifically provided for in this Agreement, the City will pay the Contractor for all trees trimmed/removed (this cost includes labor, material, supplies, equipment, etc. as necessary to perform such service) under this Agreement and shall be based upon the total number of trees trimmed and/or removed per area per month, one (1) month in arrears, on the last day of the month. The total contract amount for the 2015/16 fiscal year (normally a twelve (12) month contract term) shall not exceed two hundred forty-nine thousand three hundred and seven dollars and 00/100 (\$ 249,307.00), except as provided for in Section 2, Additional Work, below.
- D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf

- E. The minimum information required on all invoices includes:
6. Vendor Name, Mailing Address and Phone Number
 7. Invoice Date
 8. Vendor Invoice Number
 9. City provided Reference Number (Project No. and Title)
 10. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed, including site, address and/or other description as may be required by the Director, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.
- F. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for the same.
- G. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by the City.
- H. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

2. ADDITIONAL WORK

- A. During the term of this Contract the City may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, ("Additional Work"), in addition to the work set forth in Exhibit A, Contractor's Scope of Work.

If the City determines it to be in the City's best interest, said Additional work may include: Acts of God (e.g., earthquake damage, storm damage), vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in Exhibit E, Schedule II, Section II, Additional Work Price List, or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the City.

- B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the City for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City's work force.
- C. The Contractor shall maintain as Additional Work, at a unit price comparable to tree trimming and removals described herein, additional trims and removals that the City may add to this Contract.
- D. Except as specifically approved by subsequent action of the Mayor and City Council or the Mayor and City Council in the capacity as President and Board of the Moreno Valley Community Services District, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of (to be determined based on need in subsequent fiscal years) (\$____) for each contract year during the term of this Agreement.

3. PAYMENT DEDUCTIONS

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

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

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the City. For each of the categories set forth hereinabove, the penal sum of \$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately in writing by electronic mail, facsimile transmission, or written and mailed correspondence or by telephone.

The Contractor will not be assessed non-performance penalties for delays caused by the City, or by the owner of a utility to provide for the removal or relocation of utility facilities.

EXHIBIT D: Term of Contract**INVITATION NO. 2015-026
TREE TRIMMING AND REMOVAL****1. TERM OF CONTRACT**

- A. Following approval by both parties, the Contract will commence on January 26, 2016, and shall terminate on June 30, 2016.
- B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the City's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.
- C. In considering the option to extend the Contract, as set forth in paragraph B. above, the City shall determine the following:

That the Contractor's performance during the preceding fiscal year and/or twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

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

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

INVITATION NO. 2015-026
TREE TRIMMING AND REMOVAL

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

SCHEDULE I

**INVITATION NO. 2015-026
TREE TRIMMING AND REMOVAL**

ADD ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I. VENDOR INFORMATION

A. Company Name: West Coast Arborists, Inc.

TYPE

- Sole proprietor _____
- Partnership _____
- Corporation X

B. Company Address (Street) 21718 Walnut Avenue

(City, State and Zip) Grand Terrace, CA 92313

Company Address (Mailing) 2200 E. Via Burton

(City, State and Zip) Anaheim, CA 92806

Office Phone Number: (with area code) (800) 521-3714

Satellite Office Address (if applicable):

21718 Walnut Avenue, Grand Terrace, CA 92313

Satellite Office Phone Number (with area code) (99) 783-6544

C. Contractor's Licensing Information:

License Number/Classification/Name Style: California State Contractor's License #366764 Class: C-61/D-49 (Tree Trimming); C-27 (Landscaping)

Number of Years Operating Under Above License/Name Style: 43 years

License Expiration Date 12/31/16

Current License Status: Good Standing

Prior actions against this License? Yes (No)

If YES, list citation, type and how resolved: No citations.

D. Company's Federal Identification No. 95-3250682

E. Name and Title of Company of Officers:

<u>Patrick Mahoney, President</u>	<u>Richard Mahoney, Assistant Secretary</u>
<u>Rose Epperson, Treasurer</u>	_____
_____	_____
_____	_____

F. Number of years company has performed tree trimming and removal services: 43 years

G. Number of years company has performed tree trimming and removal services for public agencies: 43 years

H. Current tree trimming and/or tree removal maintenance service operations

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

Total Number of Tree Trimming Agreements: 251

Percentage of total contracts with public agencies: 100%

Total dollar value of landscape maintenance contracts: \$69,031,780.00

1. Number of employees committed to tree trimming/removal operations

Supervisors: <u>1</u>	Average wage scale: \$ <u>65.00</u> /Hr.
Sr. Tree Trimmers: <u>1-2</u>	Average wage scale: \$ <u>55.00</u> /Hr.*
Tree Trimmers: <u>3-5</u>	Average wage scale: \$ <u>45.00</u> /Hr.*
Groundmen: <u>3-5</u>	Average wage scale: \$ <u>35.00</u> /Hr.*

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

I. Provide proof of contractor registration of filing with the State of California Department of Industrial Relations. Registration can be filed by going to the following website:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

II. SCHEDULE I – REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

1. List a minimum of three (3) references for public agency contracts that are either current and/or have been successfully completed within the last two (2) years
2. Reference responses must include: Please see attached.
 - A. Name and address of agency;
 - B. Name and telephone number of agency;

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

- C. Person responsible for administering contract;
 - D. Contract name(s) / number(s);
 - E. Annual contract amount(s);
 - F. Number of trees trimmed/removed per contract(s);
 - G. Location(s) of contract areas – we will visit site(s);
 - H. Length of contract(s).
3. The following reference questions will be asked of each agency referenced:
- A. How many (number) of contracts and years under contract?
 - B. What are/were the Scope of the contract(s), No. of trees serviced. Locations(s)
 - C. What are/were the Contract amount(s)?
 - D. Do/did they have adequate (quantity/quality) staffing?
 - E. How are/were the Training/Technical skills (e.g., Use and Operation of Equipment/Safety)?
 - F. Does staff have the ability to comprehend/speak English?
 - G. How are/were the appearance, uniforms, and use of safety equipment?
 - H. Do/did they have availability of additional personnel for extra work/special projects?
 - I. Is/was the equipment used in good working order?
 - J. Do/did they have an effective in-company communications system?
 - K. How is/was the knowledge of project/contract standards?
 - L. Do/did they have the ability to respond to complaints/requests in a timely fashion?
 - M. Are/were they willing to resolve questions, disputes, and deficiencies short of “formal” sanctions (e.g., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
 - N. How accurate & timely is/was billing/invoicing?
 - O. Have Contract(s) been successfully completed to term?
 - P. Would you accept future proposals/bids from this company?

III. SCHEDULE I - PROPOSED FACILITIES, EQUIPMENT, & STAFFING

- A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

Satellite Office located at: 21718 Walnut Avenue, Grand Terrace, CA 92313

Any additional equipment or personnel will be provided from the Corporate Office located at:

2200 E. Via Burton, Anaheim, CA 92806

II. Schedule I – References:

City of Murrieta
 37000 Ruth Ellen Way
 Murrieta, CA 92653
 Contact: George Moring
 Phone: (951) 794-6112
 Contract Name: "Tree Maintenance Services"
 Annual Contract Amount: \$100,000
 Number of trees trimmed/removed per contract(s): Approx. 15,220
 Location(s) of contract areas: Citywide
 Length of contract(s): 2007 – Present (8 years)

City of Corona
 755 Corporation Yard Way
 Corona, CA 92880
 Contact: Moses Cortez
 Phone: (951) 817-5728
 Contract Name: "Tree Maintenance Services Agreement"
 Annual Contract Amount: \$1,200,000
 Number of trees trimmed/removed per contract(s): Approx. 62,070
 Location(s) of contract areas: Citywide
 Length of contract(s): 2006 – Present (9 years)

City of Temecula
 P.O. Box 9033
 Temecula, CA 92589
 Contact Name: Rodney Tidwell
 Phone: (951) 694-6411
 Contract Name: "Tree Trimming and Maintenance Services Agreement"
 Annual Contract Amount: \$500,000
 Number of trees trimmed/removed per contract(s): Approx. 15,990
 Location(s) of contract areas: Citywide
 Length of contract(s): 2006 – Present (9 years)

- B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Include additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:**

Please see section titled "EQUIPMENT" in the attached.

2. **Motor Vehicles:**

Please see section titled "EQUIPMENT" in the attached.

3. **Tree Trimming /Pruning/Removal Equipment/:**
(list both powered and hand equipment/tools)

Please see section titled "EQUIPMENT" in the attached.

PROJECT EQUIPMENT SUMMARY

We believe the success of the project is partly attributed to the dedicated pieces of equipment assigned to the City of Moreno Valley. In addition to aerial lift devices, dump trucks, flatbed trucks and roll-off trucks and containers, we also have additional equipment for use in the City such as cranes, loaders, and special aerial lift devices for higher elevated trees. Specific vehicles and equipment that will be dedicated to the City of Moreno Valley are listed below:

Year	Model	Plate #	Vin #	Serial #
2005 CATERPILLAR	287 SKID STEER LOADER	-	HR101894	CAT00287ECNY00926
2011 CATERPILLAR	908H WHEEL LOADER	SE630555	CAT0908HJLMD01854	CYM32073
2004 DODGE	RAM 2500 PICKUP	8W83254	3D7KA26D44G235729	-
2003 DODGE	RAM 2500 PICKUP	12479D1	3D7KA26DX3G849621	-
1998 FORD	F700 CHIPPER TRUCK	7R90541	1FDNF70J2WVA21557	-
1997 FORD	F700 CHIPPER TRUCK	5J61758	1FDNF70J3VVA15054	-
1999 GMC	C6500 CHIPPER TRUCK	8L15147	1GDJ6H1D6XJ507682	-
1990 LEE TRAILER	AH76416 2 AXLE TRAILER	4NH6656	4LCAT07S2L1001476	-
2006 DODGE	RAM 2500 SLT PICKUP	8E44353	3D7KR26D56G275863	-
1976 JOHN DEERE	440A SKIDDER TSABR	NEW	071862T	071862T
2003 DODGE	RAM 2500 PICKUP	7F72142	3D7KA26D33G763969	-
2003 VERMEER	BC1000 BRUSH CHIPPER	SE590704	1VRU111A931003649	-
2003 DODGE	RAM 2500 PICKUP	7B43369	3D7KA26DX3G753567	-
1997 VERMEER	SC252 STUMP GRINDER	-	1VRN071FXT1001057	-
1996 VERMEER	TRAILER CARRIER FOR G46	4NG3810	1VRN091J2T1000517	-
1995 FORD	F700 CHIPPER TRUCK	93132L1	1FDNF70J2SVA01206	-
2001 VERMEER	BC1000 BRUSH CHIPPER	SE499189	1VRU111A711002271	-
2012 FORD	F650 TECO W/65'	03793J1	3FRNF6HP4CV246833	77859912
1998 GMC	W4500 CHIPPER TRUCK	5V20576	4KDB4B1R6WJ000749	-
1992 VOLVO	ROLL OFF	6X07085	4V1KDDRF0NN651698	-
2001 VERMEER	BC1000 BRUSH CHIPPER	SE499056	1VRU111A611000818	-
2001 VERMEER	BC1000 BRUSH CHIPPER	SE499055	1VRU111A1Y1000719	-
2001 GMC	C6500 CHIPPER TRUCK	7R90540	1GDJ7H1E11J505125	-
1995 INTERNATIONAL	DT466/HI-RANGER 10-90I	7D00020	1HTSHAA3SH625293	59419180
2005 DODGE	RAM 1500 SLT PICKUP	7R51942	1D7HA16N45J510058	-
2004 VERMEER	BC1400 BRUSH CHIPPER	SE543474	1VRU1614541001504	-
2002 VERMEER	SC130 STUMP GRINDER	N/A	1VRY081J821000141	-
2004 DODGE	RAM 2500 PICKUP	8U98087	3D7KA26D24G235728	-
2001 GMC	C6500 W/HI-RANGER 5FC-60	6P24970	1GDJ7H1E41J513168	2010616067
2003 FORD	F250 SUPER DUTY UTILITY TRUCK	7H52854	3FTNF20L63MB32515	-
2000 GMC	C6500 W/HI-RANGER 5FB-55	6G12788	1GDJ7H1D2YJ519553	2000313077
1998 FORD	F700 W/HI-RANGER 5FB-55	5M98962	1FDNF70J6WVA21559	59721192
1994 FORD	F700 W/HI-RANGER 5FB-55	4T68879	1FDNF70J5RVA37448	19410027
1996 FORD	F700 W/HI-RANGER 5FB-55	8X36651	1FDNF70J0TVA14764	129519753
1998 STARLITE	SOLAR ARROWBOARD	SE489566	1S9A41019WL358171	-
1999 GMC	C6500 W/HI-RANGER 5FB-55	6B30737	1GDJ6H1D2XJ511244	1990307621

EQUIPMENT

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

EQUIPMENT

Year	Model	Plate #	Vin #	Serial #
1999 GMC	C6500 W/HI-RANGER 5FB-55	6G12287	1GDJ7H1D1XJ518540	1990307622
1988 CATERPILLAR	910 WHEEL LOADER	SE535173	45V72957	-
1999 GMC	C6500 W/HI-RANGER 5FB-55	6B30731	1GDJ6H1D7XJ507528	1990207741
1998 FORD	F700 W/HI-RANGER 5FB-55	5S77933	1FDNF70J9WVA38002	1971304759
2007 GMC	C7500 W/HI-RANGER 5FC-60	8L97531	1GDJ7C1G57F425388	2070733850
1997 AMERICAN	CARRIER ROLL OFF TRAILER	4MW1055	1A9232971V0074096	-
2007 GMC	C7500 CHIPPER TRUCK	8N87224	1GDJ7C1G58F406731	-
TOYOTA	FORKLIFT	-	FC18-15043	FC18-15043
2007 VERMEER	BC1500 BRUSH CHIPPER	SE574146	1VR2161V571000373	-
2007 VERMEER	BC1500 BRUSH CHIPPER	SE574144	1VR2161V871000366	-
2007 DODGE	RAM 2500 PICKUP	8J49048	3D7KR26DX7G775647	-
1998 GMC	C7500/COMBO HI-RANGER XT-55	03789T1	1GDL7H1J3WJ503762	1971004502
2000 GMC	3500HD STAKEBED	6F66372	1GDKC34FYF449948	-
2005 CHEVROLET	SILVERADO 1500 EXTENDED CAB	7T31507	1GCEC19V85Z210575	-
2006 DODGE	RAM 1500 PICKUP	8A80343	1D7HA16N26J167381	-
2006 DODGE	RAM 1500 PICKUP	8Y88999	1D7HA16N66J105868	-
2009 GMC	C7500 W/HI-RANGER 5FC-60	8R95454	1GDJ7C1G29F409099	2090339101
2006 DODGE	RAM 2500 PICKUP	56928H1	1D7HA16N96J105864	-
2007 DODGE	RAM 1500 PICKUP	56105H1	1D7HA16N37J575910	-
2009 VERMEER	BC1000-49 BRUSH CHIPPER	SE596036	1VRY1119091015012	-
2006 DODGE	RAM 1500 PICKUP	8G07715	1D7HA16N57J515367	-
2011 FORD	RANGER XLT SUPERCAB	58162L1	1FTKR1EDXBPA42881	-
2011 FORD	RANGER XLT SUPERCAB	2.69E+05	1FTKR1ED6BPA42618	-
2008 DODGE	RAM 1500 PICKUP	66082X1	1D7HA16NX8J181046	-
2007 DODGE	RAM 1500 PICKUP	8W88657	1D7HA16N17J575890	-
2006 CHEVY	2500 SERVICE TRUCK	60432U1	1GCH24AU66E133067	-
2008 DODGE	RAM 1500 SLT	8R34347	1D7HA16NX8J181063	-
2002 GMC	C7500/COMBO HI-RANGER XT5	41708J1	1GDL7H1E52J507471	2020218836
2012 VERMER	BC1000-49	SE621046	1VRY11196D1018912	-
2013 VERMEER	BC1000-49	SE618542	1VRY11198D1018961	-
2012 VERMEER	BC1000-49 BRUSH CHIPPER	SE614439	1VRY11193C1017585	-
WANCO	SOLAR ARROW BOARD	SE046376	1125376	-
2013 FREIGHTLINER	108 SD ROLL OFF	40976G1	1FVHG5BS1DHBZ9990	-
2013 FORD	F350	63832J1	1FDRF3G69CED05274	-
2000 WANCO	SOLAR ARROWBOARD	SE631881	1W91S1010Y1249680	-
2011 FORD	RANGER XLT SUPERCAB	3.05E+05	1FTKR1ED3BPA49574	-
2011 VERMEER	SC802 STUMP GRINDER	SE615947	1VR2151J7C1001090	-
2011 VERMEER	BC1500 BRUSH CHIPPER	SE615033	1VR2161V6C1002868	-
2007 DODGE	RAM 1500 PICKUP	8D14262	1D7HA16288J123944	-
1999 ARROWMASTER	SOLAR ARROWBOARD	SE630980	895784	0695754
1999 GMC	C6500	5W80111	1GDJ7H1B2XJ503561	-
2012 VERMEER	BC1000-49 BRUSH CHIPPER	SE615898	1VRY11190C1017544	-
2011 VERMEER	BC1000-49 BRUSH CHIPPER	SE614991	1VRY11196C1017192	-
1998 FORD	F SERIES W/HI-RANGER 5FB-52	21127K1	1FDXF80C5WVA19804	79721479
2013 FORD	F650 DUMP TRUCK	03255J1	3FRNF6HP2CV246832	-
2012 CATERPILLAR	908H2	SE658305	CAT0908HCJRD00592	-
1999 INTERNATIONAL	4700 / HI-RANGER 5FB-55	21417K1	1HTSCABN9YH231297	1990507587

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

Year	Model	Plate #	Vin #	Serial #
2000 FORD	F750 W/HI-RANGER 5FC-55	21122K1	3FDXF7547YMA39948	2000411892
2013 VERMEER	BC1000-49	SE641146	1VRY11199D1020041	-
2013 VERMEER	BC1000-49	SE641139	1VRY11195D1020036	G7L14330
2013 VERMEER	BC1000-49	SE621107	1VRY11198D1019950	-
2015 DODGE	RAM 1500 PICKUP	51489V1	3C6JR6DT2FG626307	-
2012 FORD	F650 TECO	66047X1	3FRNF6HP6CV251550	78119908
2008 DODGE	RAM 1500SLT	7T61994	1D7HA16N98J185329	-
2015 DODGE	RAM 1500 PICKUP	07628W1	3C6JR6DTXFG651715	-
2002 GMC	C7500 COMBO/HI-RANGER XT5	09740N1	1GDL7H1E22J508013	2020018886
2000 GMC	C7500 W/55' HIRANGER	46060N1	1GDL7H1DXJY505134	2000111532
2002 GMC	C7500 W/55' HIRANGER	86849R1	1GDL7H1E92J508817	2020319029
2001 GMC	C6500 CHIPPER TRUCK	8T27944	1GDJ7H1E01J900574	-
2013 VERMEER	BC1000-74	SE639733	1VRY11197D1019759	-
2014 DODGE	RAM 1500	66247S1	3C6JR6DT9EG280884	-
2015 FREIGHTLINER	108 SD ROLL OFF	64876X1	1FVHG5CY5GHHD7903	-
2015 FORD	F550 SUPER DUTY	-	1FDFU5GY5GEA85032	-
2015 FREIGHTLINER	108 SD ROLL OFF	64870X1	1FVHG5CY3GHHD7897	-
2015 VERMEER	SC252 STUMP CUTTER	-	1VR2151J0G1002054	-
2015 VERMEER	SC252 STUMP CUTTER	-	1VR2151J9G1002053	-

EQUIPMENT

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

- C. **Staff:** - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract/project. Include additional sheets as necessary to provide a full and comprehensive response.

Please see pages titled "STAFF QUALIFICATIONS" in the attached.

1. **Tree Trimming/Maintenance:**
(List labor, administrative, and field supervisory personnel. Include any ISA or equivalent certified personnel)

Please see pages titled "STAFF QUALIFICATIONS" in the attached.

IV. SCHEDULE I - PROPOSED PROJECT WORK SCHEDULES

The following page contains a blank Annual Schedule Sheet. Proposers are to complete this schedule sheet by writing in their proposed schedule for performing the work as described in Exhibit A. Include additional sheets as necessary to provide a full and comprehensive response.

A. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for each area, as identified in Exhibit E, in the box corresponding to the months of the year in which you propose to perform the tree trimming/removals and associated services.
2. Be sure to include administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

PROPOSED PROJECT WORK SCHEDULES

**INVITATION NO. 2015-026
 TREE TRIMMING AND REMOVAL**

ANNUAL SCHEDULE SHEET

<p>JANUARY</p> <p>Tree Trimming Tree Removal Bi-Weekly Meeting</p>	<p>FEBRUARY</p> <p>Tree Trimming Tree Removal Bi-Weekly Meeting</p>	<p>MARCH</p> <p>Tree Trimming Tree Removal Bi-Weekly Meeting</p>
<p>APRIL</p> <p>Tree Trimming Tree Removal Bi-Weekly Meeting</p>	<p>MAY</p> <p>Monthly Meeting Service Requests Emergency Response</p>	<p>JUNE</p> <p>Monthly Meeting Service Requests Emergency Response</p>
<p>JULY</p> <p>Monthly Meeting Service Requests Emergency Response</p>	<p>AUGUST</p> <p>Monthly Meeting Service Requests Emergency Response</p>	<p>SEPTEMBER</p> <p>Monthly Meeting Service Requests Emergency Response</p>
<p>OCTOBER</p> <p>Tree Trimming Tree Removal Bi-Weekly Meeting</p>	<p>NOVEMBER</p> <p>Tree Trimming Tree Removal Bi-Weekly Meeting</p>	<p>DECEMBER</p> <p>Tree Trimming Tree Removal Bi-Weekly Meeting</p>

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING



WORK PLAN

Should the City of Moreno Valley award WCA the contract for Tree Maintenance Services we are prepared to perform the following Work Plan.

Contract Management (within 10 working days from Contract Amendment)

- Maintain all required insurance and bonds as specified in the RFP.
- Maintain any and all Business Licenses and/ or permits.
- Execute a Contract Amendment for Tree Maintenance.
- Conduct a Pre-Job meeting with staff prior to commencement of work.
- Submit a detailed work schedule with specific dates for approval.

Mobilization (within 10 working days from Notice to Proceed)

- Mobilized the assigned vehicles, equipment and materials required for this project.
- Prepare crews with knowledge of specifications & standards for this project.

Notification (within 10 working days from Notice to Proceed)

- Identify the list of addresses required for notification.
- Prepare and print notices as approved by the City.
- Distribute notices at required time prior to commencement of work.
- Post official "No Parking" signs on Right-of-Way at a minimum of 24 hours in advance.

Commencement of Work

- Report work location to the Inspector daily.
- Perform vehicle, equipment and material inspection prior to leaving the facility.
- Insure English-speaking certified personnel at the job site at all time.
- Set up traffic Control in accordance with the Work Area Traffic Control Handbook.
- Work in accordance with the ISA and the ANSI Standards.
- Perform tree pruning and/or removal in accordance with the City's Guidelines and the ANSI Standards.
- Provide all safety measures necessary for public protection.
- Avoid work or any other activity on private property unless directed by the City.
- Use any means to the best of our ability to protect private property.
- Maintain excellent public relations with the community.
- Meet with Inspector(s) on a daily basis and report the day's activities.
- In the event of an emergency, provide immediate response and take action at the City's request in a safe and efficient manner.
- Provide the City with recommendations for recommended removals.



Inspection of Work Performed

- Insure that the Written Solution Plan is enforced.
- Review pruning methods to insure the highest level of pruning standards are being used.
- Notify damage of property (public and private) to the Inspector immediately.
- Property damage measures to take place within 48 hours of occurrence.
- Remove all debris and material for the job site.
- Inspect final work, including cleanup of worksite(s) each day.
- Record work completed in data record format for proper inventory update.
- Maintain the List Tracking System and review with staff.

Proposed Schedule of Work

Work will begin with ten (10) working days of a Notice to Proceed from the City and each work task will be completed within an agreed amount of calendar days depending on location.

Regular work hours shall be from 7:00 a.m. to 5:00 p.m. and we will begin at the preferred location of the City. Per the specifications, we will notify the City in writing of any changes to the above project schedule. As with all projects, we will strive to make this project successful for the residents and the City while minimizing the inconvenience. We do encourage your input and suggestions to help achieve this goal.

V. SCHEDULE I - COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Exhibit A, Section 3, letter E, (Functions and Responsibilities). Also, describe how your company will provide the required twenty-four (24) hour communication capability. Include additional sheets as necessary to provide a full, and comprehensive response.

Communications System:

Please refer to the section titled "Quality Control" in the attached (Page 15-18)

Emergency Response:

Please refer to section titled "Methodology" in the attached (Page 13).

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2014 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

Please refer to section titled "Quality Control" in the attached (Page 18).

C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Please see attachment titled "Greenwaste Recycling".

RECYCLING PROGRAM

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

RECYCLED PRODUCTS:

MULCH



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

COMPOST



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

FIREWOOD



Firewood is traditionally the most common use of large branches and logs. Firewood is used to heat homes during winter months. WCA takes logs to a yard in Irvine .

LOGS TO LUMBER



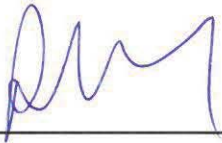
Currently WCA is looking for new and better ideas for the use of tree logs. An old idea with a new approach is converting city trees into usable lumber. WCA worked on a twelve month trial program with the California Department of Forestry and Fire Protection to create an environmentally sound and socially responsible alternative to importing lumber from other areas, reducing our demand on trees from natural forests. WCA has demonstrated its wood, hand-crafting ability by offering sturdy and beautiful wooden benches for city use, exemplifying our commitment to the environment.

VII. SCHEDULE I - CERTIFICATION OF NON-DISCRIMINATION

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

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

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

SIGNATURE  _____

PRINTED NAME Patrick Mahoney _____

TITLE President _____

COMPANY NAME West Coast Arborists, Inc. _____

DATE 12/11/15 _____

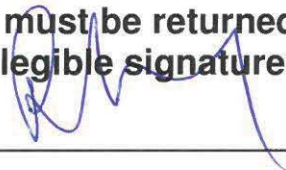
Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

VIII. SCHEDULE I - PROPOSAL AFFIRMATION

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

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

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



SIGNATURE _____

PRINTED NAME Patrick Mahoney

TITLE President

COMPANY NAME West Coast Arborists, Inc.

DATE 12/11/15

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

CITY OF MORENO VALLEY

TREE TRIMMING AND REMOVAL IN PARKWAYS AND MEDIANS



Anaheim, CA (Corporate Office)
2200 E. Via Burton St., Anaheim, CA 92806

Regional Offices:

Fresno, CA	Riverside, CA	San Jose, CA	Ventura, CA
Phoenix, AZ	San Diego, CA	Stockton, CA	

WCA 
800.521.3714 • WCAINC.COM

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

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WCA, INC.:

COMPANY PROFILE

Anaheim, CA (Corporate Office)

Regional Offices:

Fresno, CA	Riverside, CA	San Jose, CA	Ventura, CA
Phoenix, AZ	San Diego, CA	Stockton, CA	

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

West Coast Arborist's (WCA) is a family-owned and operated company employing over 750 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We are proudly serving over 200 municipalities and public agencies. We provide superior and safe operations seven days a week, 24 hours per day throughout California, Arizona, and Nevada.

OUR VISION

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

100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality and courtesy.

We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality

our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.

COMPANY INFORMATION

President: Patrick Mahoney
 Organization Type: Corporation
 Established: 1972
 Federal Tax ID: 95-3250682



CONTRACT ADMINISTRATION

Corporate Office
 Victor Gonzalez, Vice President
 2200 E. Via Burton St.
 Anaheim, CA 92806

Phone: (714) 991-1900
 Fax: (714) 991-1027
 Email: vgonzalez@wcianc.com

FIELD MANAGEMENT

Regional Office
 Martin Cortez, Area Mgr.
 21718 Walnut Ave.
 Grand Terrace, CA 92313

Phone: (909) 783-6544
 Fax: (909) 783-6574
 Email: mcortez@wcainc.com

INTERACTIVE PARTNERSHIP

We believe in an Interactive Partnership where our customers can confidently rely on WCA to assist them with any of their tree care needs. Our goals in urban tree care are to extend the life of all trees, preserve public safety, and produce a reliable source of shade and beauty all while accentuating the many benefits that result from healthy trees in parks and City right-of-ways.

WCA is committed to a pro-active policy that reflects our sense of corporate and social responsibility. We have the qualifications, equipment, and corporate capabilities to meet the community's environmental and public safety needs. Our certified teams ensure the community that the work performed will be in accordance with industry standards. Our large fleet of equipment allows us to dedicate specific pieces to the City. Our support staff aids the field team with tailored information and database access which provides communities with a comprehensive urban tree care program.



Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

WCA, INC. ORGANIZATION

- Software Development
- Training & Support
- Internal Operating System
- ArborAccess

INFORMATION TECHNOLOGY



- Preventative Maintenance
- Major Repairs
- Gear/ Supplies / Equipment

FLEET SERVICES



- Arboricultural Training
- Customer Service Training
- Safety Training
- Certification Training/ Admin

SAFETY PROGRAM



- Contract Administration
- Public Relations
- Insurance/ Bonds/ Business Licenses

MARKETING



- Customer Service
- Billing
- Human Resources
- Claims
- Accounting
- Office Administration

CONTRACT SERVICES



- Area Managers
- Supervisors
- Crew Development

FIELD SERVICES



- Tree Production
- Recycling Services
- Logs to Lumber

NURSERY OPERATIONS



Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

WCAINC.COM

WCA, INC.

STAFF QUALIFICATIONS

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



INTRODUCTION

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

WORK FORCE

WCA actively maintains ongoing processes to assure that only qualified and competent staff provides safe and quality tree maintenance services. These skilled employees can only be achieved through both training and work experience. We believe that essential experience should always be obtained through qualified supervision; this includes both basic and extended skills. WCA makes every attempt to ensure that this is undertaken before performing work, leading a crew, or career advancement.

The work performed on this contract is routine, recurring and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. The rates included in the Cost Proposal are based on prevailing wage determination "Tree Maintenance Laborer."

CERTIFICATION

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

CREW EVALUATION

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

MANAGEMENT TEAM



Patrick Mahoney, President



Rose Epperson, Vice President



Richard Mahoney, Vice President



Randy Thompson, Vice President
Area Manager



Andy Trotter, Vice President
Filed Operations Manager



Debbie DePasquale, Vice President
Contract Services



Chris Crippen, Vice President
Management Information Systems



Victor Gonzalez, President
Marketing

PATRICK MAHONEY, PRESIDENT

Professional Registration

ISA, Certified Arborist #WE-1172A

Professional Affiliation

Founder - Southern California Tree Trimmers Jamboree

Past President and Honorary Lifetime Member - Western Chapter ISA

Served 1989-97 - ISA Certification Committee

Award of Merit - Western Chapter ISA, 1997

Award of Achievement - ISA, 1998

Society of Commercial Arborists

Municipal Arborists Association

Street Tree Seminar

Tree Care Industry Association

Maintenance Superintendents Association

Utility Arborists Association

California Oak Foundation

Mr. Mahoney founded West Coast Arborists, Inc. in 1972. As President and Chief Executive Officer, Mr. Mahoney oversees the complete operation of the company. Under his direction the company has grown from 3 employees and 2 trucks to over 600 employees with a 700 plus unit fleet. In December of 2009, the Anaheim Chamber of Commerce honored Patrick as the "Business Champion of the Year" for 2009. The Business Champion of the Year Award recognizes an individual who uses their professional expertise and talents in activities that promote business and the Anaheim community.

ROSE EPPERSON, VICE PRESIDENT

Professional Registration

B.S., Business Administration, *Argosy University, Costa Mesa, CA*

American Society of Consulting Arborists, Executive

ISA, Certified Arborist #WE-1045A

Mrs. Epperson has been with WCA since August 1979, and she has been a director at WCA since 1992. Her experience lies in accounting and administration. She is responsible for administrative and accounting functions on a corporate level. She has been involved in the implementation and management of our computerized accounting, estimating and job costing programs.

RICHARD MAHONEY, VICE PRESIDENT

Professional Registration

B.S., Business Administration, *University of Houston, Houston, TX*

ISA, Certified Arborist #WE-1171A

Mr. Mahoney has been with WCA since 1974 and has over 35 years experience in the tree care industry. He is responsible for internal operations, management of our fleet as well as overseeing facilities, supplies and purchasing. Prior to his present position with WCA, he spent two years as Vice President of Operations for Golden Coast Environmental Services, a computer oriented urban forestry consulting firm in Irvine, CA. With an extensive background in information systems management, he oversees the computer operations of WCA. He has also served as a member of the Board of Directors since 1978.

RANDY THOMPSON, VICE PRESIDENT / AREA MANAGER

Professional Registration

ISA Certified Arborist #WE-1043A

TCIA, Certified Tree Care Safety Professional, #771

Wildlife Training Institute, Certified Wildlife Protector #581

Mr. Thompson has been with WCA since 1978. He has over 30 years experience in the arboriculture field. He is responsible for estimating, scheduling, contract administration, personnel and daily operation. He is responsible for field operations, customers service, and management of crews throughout Orange County. Through his employment he has gained valuable experience in computer estimating, tree inventory systems, and costing programs which are essential in the efficient operation of tree crews.

DEBBIE DEPASQUALE, VICE PRESIDENT/ CONTRACT SERVICES

Professional Registration

B.A., Entrepreneurial Management minor in Political Science,
California State University Fullerton, Fullerton, CA

ISA, Certified Arborist #WE-3812A

Employee of the Year, *WCA 1995*

Ms. DePasquale has been with WCA since November of 1993. Before that time, she worked as a consultant for WCA and was a Senior Account Executive for a finance company for five years. Her responsibilities include managing Customer Service, Billing, Administration and Human Resources. Ms. DePasquale has over 20 years computer experience and 17 years in the tree care industry.

VICTOR GONZALEZ, VICE PRESIDENT/ MARKETING

Professional Registration

M.A., Management

Redlands University, Redlands, CA

B.S., Engineering Technology – Construction Management,
California State University, Long Beach, Long Beach, CA

ISA, Certified Arborist #WE-7175A

ATSSA, Certified Traffic Control Designer #00236811

TCIA, Certified Tree Care Safety Professional, #761

Employee of the Year, *WCA 2009*

Mr. Gonzalez has been with WCA since June of 1999. During the previous two years, he worked as a Public Works Inspector for a private engineering firm serving cities in Orange and Los Angeles Counties. Before that time, he served the City of Bellflower for four years as an Executive Assistant to the Director of Public Services. His responsibilities included contract administration, project management, and customer service. He has over seven years of city government and public works experience and nearly 15 years in the tree care industry. He is a member of the firm's Management Team that provides strategic leadership and business development. He leads the sales force in developing its customer

ANDREW TROTTER, VICE PRESIDENT/ FIELD OPERATIONS

Professional Registration

CA Urban Forests Council, Certified Urban Forester #103

ISA, Certified Utility Arborist #WE-642AU

Wildlife Training Institute, Certified Wildlife Protector #533

TCIA, Certified Tree Care Safety Professional, #142

Mr. Trotter has been with WCA since August of 1982. Prior to that, he had eight years experience in the tree care industry. After working as a Foreman for eight years, Mr. Trotter was promoted to Field Operations Manager in March of 1990. As Field Operations Manager, he supervises all of the field operations as well as oversees our safety, training, nursery and wood recycling facility. He has been an industry leader in many key projects including United Voices for Healthier Communities Great Clean Air Planting Project, Toolkit for Developing Urban Forest Management Plans and the Western Chapter ISA's annual "Workday" fundraiser.

CHRIS CRIPPEN, VICE PRESIDENT/MIS

Professional Registration

Microsoft Certified Professional

Mr. Crippen has been with WCA since October of 1995. At that time, he had four years experience as a computer programmer for an insurance company. He supports the tree inventory software created by WCA, as well as customizes each software package for each City. In addition, he maintains the inventory databases compiled by the Inventory Specialists. He has over 18 years computer programming experience and over 14 years experience in the tree care industry.



PROJECT TEAM:

MARTIN CORTEZ, AREA MANAGER

ISA Certified Arborist #WE-8539A

TCIA, Certified Tree Care Safety Professional, #1770C

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



MANUEL PEREZ, SUPERVISOR

ISA, Certified Arborist #WE-0818A

ISA, Certified Treeworker #352C

CTSP Certified Tree Care Safety Professional #575

AND



LEONEL CORTEZ, SUPERVISOR

ISA, Certified Arborist #WE-8625A

ISA, Certified Treeworker #1188

As Site Supervisors, both Mr. Perez and Mr. Cortez are full-time employees and speak fluent English. They are responsible for reviewing the day's activities, assisting the Area Manager in scheduling, and insuring proper safety procedures are being followed. As Supervisors, they are to communicate with city officials and other interested parties on a daily basis. Report and resolve malfunctions, damage, or industrial injury. They assist in employee training programs, maintain records, and file daily reports and receipts.



ESTHER MIRANDA, CUSTOMER SERVICE REPRESENTATIVE

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

A list of employees holding the licenses and certifications below is available upon request.

75+ Certified Arborists

International Society of Arboriculture (ISA) Arborist Certification provides an educationally challenging program designed to advance the knowledge and proficiency levels in the tree care profession. Having an ISA Certified Arborist oversee a tree project is vital for the quality and craftsmanship of proper urban tree care. Our Arborists accumulate at least 10 Continuing Education Units (CEUs) annually, which help to ensure that they are keeping up with the latest research and techniques. *Municipal & Utility arborists are on staff as well.

100+ Certified Tree Workers

The purpose of the ISA Tree Worker Certification is to establish a meaningful standard of skill and work quality, to establish and measure a level of training and knowledge, and to promote safe work practices. In an effort to provide the best possible urban tree care, WCA hires, trains and assigns Certified Tree Workers for our projects. This insures that a minimum level of training and knowledge for arboriculture has been obtained and that safe work practices and overall safety will be performed. We ensure continuing education and training for those Tree Workers who may wish to gain knowledge in arboriculture or who may want to become Certified Arborists.

1 Certified Urban Forester

The California Urban Forests Council's Certified Urban Forester program recognizes, encourages, and enhances the education, experience and professional status of urban forestry professionals. Andrew Trotter has completed the Certified Urban Forester Program and has been granted certification #103.

20+ Certified Tree Care Safety Professional

The intent of certifying employees through the Tree Care Industry Association (TCIA) Certified Tree Care Safety Professionals (CTSP) is to improve our employee's well-being by empowering and encouraging the development of a culture based around safety. Currently, WCA has the greatest number of CTSP's in the state of California.

80+ WCA Certified/ 20 ISA Certified Utility Line Clearance Tree Workers

The State's Occupational Safety and Health Administration (Cal/ OSHA) requires employers of line clearance tree trimmers and aerial lift operators to ensure that their workers have received specific training in accordance with the American National Standard's Institute Z133.2 guidelines. We have an extensive training program that aids in the continued development of our employees.

4 Licensed Pest Control Applicator/ Dept. of Pesticide Regulation

California Agriculture Production Consultants Association (CAPCA) is a professional association that promotes and educates the licensed Pest Control Applicator (PCA), thereby fostering the highest quality pest management standards while recognizing our responsibility to the public, our employees, and the environment.

Certified ATSSA Traffic Control

The American Traffic Safety Services Association (ATSSA) provides quality roadway safety education and training. Their progressive and innovative approach to training and education has made them the state-recognized leader in traffic control safety.

Certified Wildlife Protector

WCA has certified wildlife protectors on staff. These certified protectors have been specially trained to abide by the migratory treaties Act of 1918 which includes preventing disturbances during the bird nesting cycle. WCA will make every attempt to protect all birds (including migratory birds) animals and nests within trees. Before commencing work a visual inspection of the entire tree will be performed, if an active nest is identified staff will attempt to prune around the nest without disturbing its shelter and protection from weather elements and potential predators. Upon request, further information on our certified staff and our work practices as related to Wild Life Protection is available.

WCA, INC.

METHODOLOGY

All work performed will adhere to industry ISA and ANSI standards.



Services to be Performed

WCA, Inc. is a full-service tree maintenance company that is qualified and prepared to provide the most effective and efficient means of tree care services. Work can be ordered/requested via the "List Management" tool in ArborAccess (WCA's tree maintenance and management software program). Descriptions of the most common services are provided below:

**All work performed will adhere to industry ISA and ANSI standards.*

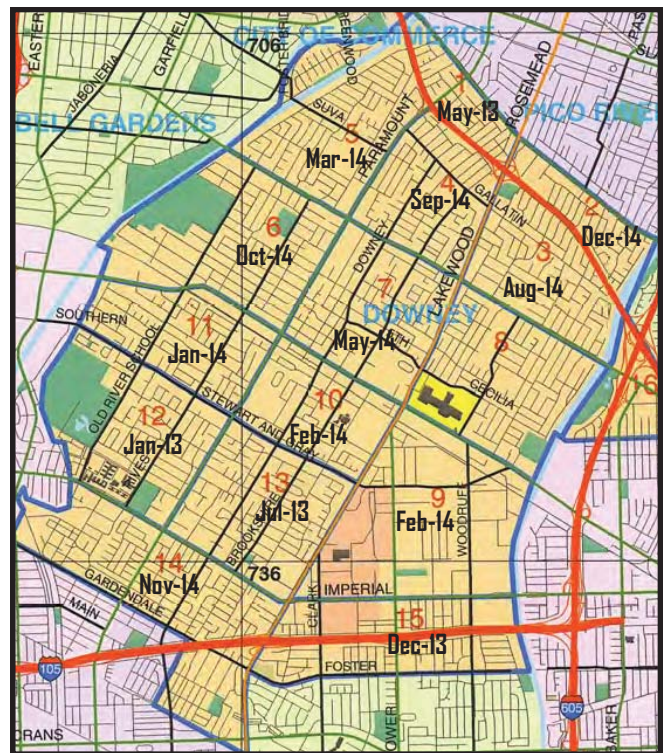
Tree Pruning Objectives:

- Reduce the risk of failure
- Provide clearance
- Reduce wind resistance
- Maintain health
- Influence flower or fruit production
- Improve a view
- Improve aesthetics
- Check for safety issues

Benefits of a Grid Tree Pruning Program

We can assist the Agency with updating or establishing grids for a long term pruning program. Maintenance should be performed throughout the entire fiscal year on a consistent basis.

Regardless of the amount of an Agency's tree management budget, systematic tree maintenance reduces costs in the long term.



Improved Public Relations

Citizens can be informed in advance when their trees are scheduled for service. This is a pro-active approach to manage the Agency's urban forest.

Equal Service

Every citizen receives service whether requested or not. Maintenance is not dependent on a formal request or individual. This helps reduce the need for "emergency" or "service request" pruning, and can prevent liability problems (such as dead or weak branches).

Preventive Maintenance- All Agency trees receive routine maintenance; problems are corrected before they reach crisis levels.

Improved Health- Grid/area pruning improves the health of the tree population through routinely pruning weakened or pest infested branches and developing sound and vigorously growing crowns.

Maintain a Capital Asset- The urban forest is one of the most valuable and overlooked capital assets. By investing in the systematic maintenance concept the Agency is maintaining its overall and real financial value to the community.

Reduced Liability- Due to the efficiency of grid trimming, all trees are serviced in a timely manner reducing liability exposure.

Efficient Record Keeping- The Foreman is able to update tree characteristic information on trees that our crew maintains over the trim cycle period. Records are maintained for current status and returned to the Agency for their files.

Clearance Pruning

Clearance pruning consists of removing branches to provide clearance from the top of the curb and sidewalk when practical, or as specified by the Agency. This operation also involves clearing limbs or branches away from wires, lights, building, and/or traffic signal devices. We will remove all trunk sprouts and suckers and clear limbs to provide for pedestrian travel above Agency-owned walkways.

Line Clearance

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

condition of the tree and to maintain its symmetry and direct growth away from the utility lines.

Small Tree Care

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

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

Each tree is inspected to determine specific needs and maintenance activities are then performed accordingly.

Palm Trunk Skinning

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

Tree Removal Operations

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

Root Pruning

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

Tree Planting

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

Tree Watering

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

Emergency Response

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

Crew Rental

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

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

Arborist/ Inspection

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

Data Entry

Due to the large amount of information we process, we have a full-time Data Entry department that is capable of taking on extra projects. Projects of this nature include inputting of work history performed by Agency, Agency crews, or conversion of data to



Accidents happen. With manpower, reliable equipment, and expertise, WCA, Inc. is here to help ensure your community's safety.

EMERGENCY RESPONSE



CA #366764 • WCAINC.COM

**Emergency Response • Tree Pruning • Tree Removals
Tree Evaluations • Debris Clean-Up • 24 Hours/7 Days A Week**

1-866-LIMB DOWN



Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

WCA, INC.

QUALITY CONTROL

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



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

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

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

Area Manager: MARTIN CORTEZ

ISA Certification #: WE-8539-A

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

Daily Management

Daily management will consist of, but is not limited to the following:

- Email notification complete with location, crew, equipment type, and work description

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

Weekly Management

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

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

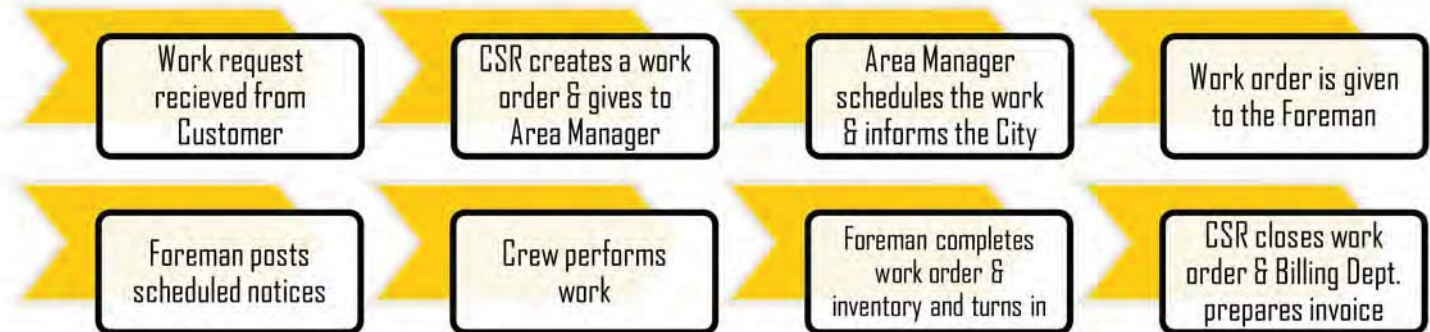
Customer Service Department

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

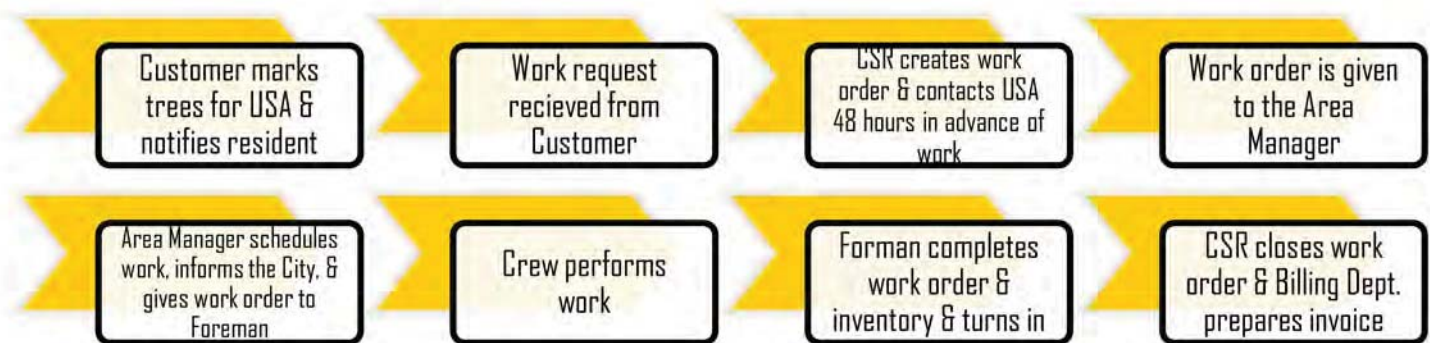
The Workflow Process

When work is ordered WCA implements the following standards and procedures:

Grid Pruning Flowchart



Removal Flowchart



Planting Flowchart



Scheduling of Work

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

Public Notification

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

Communication Systems

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

Permits and Licensing

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

Right-of-Way

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

Cooperation and Collateral Work

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

HELP ME GROW!

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

PLEASE DO NOT
change or adjust the stakes.

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

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

KEEP THE TREE FREE
of weeds and other plants.

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

TREE CARE PROFESSIONALS
SERVING COMMUNITIES WHO CARE ABOUT TREES

Project Site Maintenance

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

Protection of Public and Private Property

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

Public Convenience and Safety

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

*Excluding emergency services.

Traffic Control

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



WCA, INC.

EQUIPMENT

Modern fleet consisting of over 750 vehicles.



Introduction

Our modern fleet consists of over 750 vehicles that undergo daily inspection. All equipment is periodically serviced, painted, and detailed on a regular basis.

WCA's policy is that all employees hold a valid, insurable Driver's License. We are enrolled in the DMV's Employee Pull Notice Program which provides us with a means of promoting driver safety through ongoing review of the driving records of commercial drivers.

Equipment Maintenance Facilities

- We have full-service maintenance departments at each of our offices
- WCA has over 25 full-time mechanics, over 5 dedicated saw mechanics, and a full-time Preventative Maintenance Manager
- 90-day detailed inspections are performed by the maintenance department
- Aerial lift safety inspections occur annually

CHP Biennial Inspection of Terminal Certification

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



Equipment List Summary:

Prius- **25+**

Pick Up Trucks- **240**

Aerial Lift Devices- **220**

Arrowboards- **50+**

ATVs- **2**

Back Hoes- **1**

Brush Chippers- **150+**

Cranes- **4**

Dump Trucks- **130+**

Flat Beds- **30**

Forklifts- **4**

Stump Grinders- **40+**

Loaders- **45+**

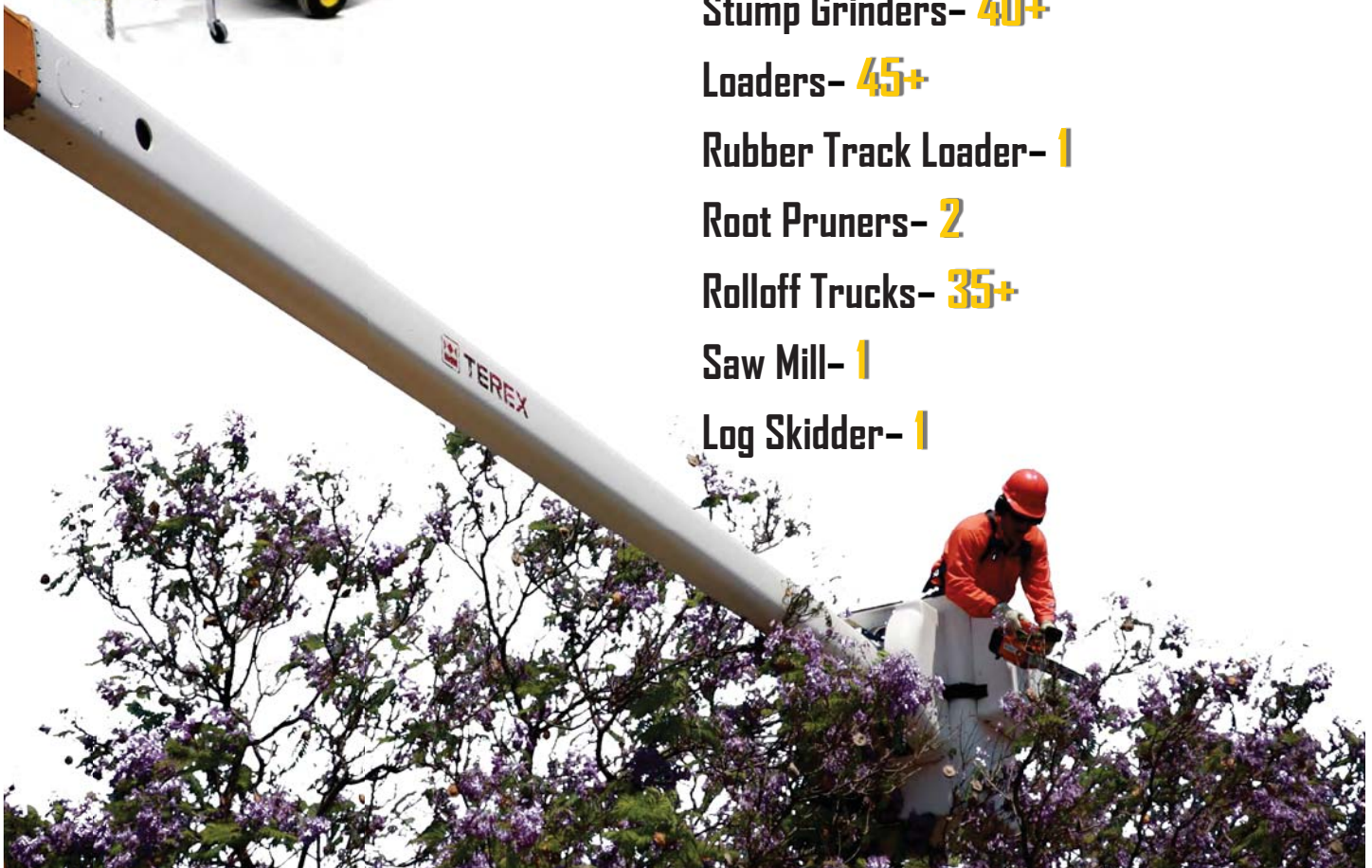
Rubber Track Loader- **1**

Root Pruners- **2**

Rolloff Trucks- **35+**

Saw Mill- **1**

Log Skidder- **1**



WCA, INC.

INVENTORY SOFTWARE



- Ease of use
- Database view
- Tree detail information
- Searching database
- Track order management
- Mapping capabilities
- Compatibility upgrades
- GIS/GPS

ArborAccess

ArborAccess is an Internet driven program that was developed by tree care professionals at West Coast Arborists, Inc. and was based on the tree maintenance needs of our customers. This user-friendly program allows customers to store, retrieve, update, delete and add tree records and work histories. The information contained in ArborAccess is live data that can also be linked directly to a GIS program, such as ArcView, for geo-coding purposes and can assist your Agency in meeting GASB34 requirements. ArborAccess provides an unlimited resource of information regarding your urban forest.

Software Training

Our IT Department is based out of our corporate office in Anaheim, CA. Local satellite offices are located throughout the state of California in: Stockton, San Jose, Fresno, Ventura, Riverside, San Diego, including Las Vegas, NV and Phoenix, AZ. Each office has the ability to provide software training to our customers. We are also available to provide training sessions on-site at the customer's discretion. On-site training is proven to be effective as it provides a guided hands-on experience.

We offer periodic tree maintenance and management workshops each year. These free workshops are provided to our customers regionally and educate over 250 people annually. They have proven to be a great round-table and networking opportunity for

the different agencies in attendance. Presentations are provided by WCA management staff and complimented with guest speakers in the industry. Certified Arborists and Tree Workers who attend are eligible to receive continuing education credits (CEU's) from the International Society of Arboriculture.

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

Billing

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

List Tracking System

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

Sample Management Tools- Detailed Tree Site Characteristics

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

Maintenance Records

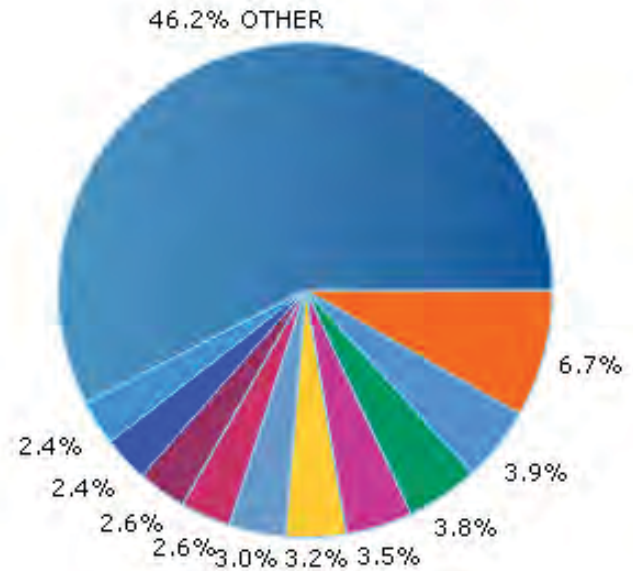
Accurate maintenance records for each location oftentimes can assist the Agency with liability claims. Maintaining a detailed history of the work performed at each location demonstrates good faith in preserving its urban forest. It is imperative that work requests are pulled from the system prior to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

Detailed Reporting Options

Several types of reports can be generated within ArborAccess. Some report samples are:

- Inventory
- Work Summary
- View Invoices
- Job Balance
- Greenwaste
- Work History
- DBH Frequency
- Height Frequency
- District Frequency
- Species Frequency
- Work Type by District Frequency
- All Trees at an Address
- Estimated Tree Value

Ex. Species Frequency Report



Top 10 Species	
6.7%	MEXICAN FAN PALM
3.9%	ALEPPO PINE
3.8%	CARROTWOOD
3.5%	BRISBANE BOX
3.2%	AMERICAN SWEETGUM
3.0%	QUEEN PALM
2.6%	DESERT GUM
2.6%	BRAZILIAN PEPPER
2.4%	LEMON-SCENTED GUM
2.4%	RUSTY LEAF FIG

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

WCA, INC.

REFERENCES

CURRENT CONTRACT WORK EXPERIENCE

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

City of Murrieta

Since 2007



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

Annual Budget: \$ 100,000

Contact: George Moring, Parks Maintenance Supervisor

Address: 37000 Ruth Ellen Way, Murrieta, CA 92653

Phone: (951) 461-6112

Email: gmoring@murrieta.org

City of Corona

Since 2006



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

Annual Budget: \$ 1,20,000

Contact: Moses Cortez, Parks & Landscape Supervisor

Address: 755 Corporation Yard Way, Corona, CA 92880

Phone: (951) 817-5728

Email: mores.cortez@ci.corona.ca.us

City of Temecula

Since 2006



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

Annual Budget: \$ 500,000
 Contact: Rodney Tidwell
 Address: P.O. Box 9033, Temecula, CA 92589
 Phone: (951) 694-6411
 Email: rodney.tidwell@cityoftemecula.org

City of Redlands

Since 2004



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

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

City of Indio

Since 2006



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

Annual Budget: \$ 175,000
 Contact: Paul Stalma, Public Works Supervisor
 Address: 83-101 Avenue 45, Indio, CA 92201
 Phone: (760) 347-1058
 Email: pstalma@indio.org

WCA, INC.

CORPORATE CAPABILITIES

GENERAL BUSINESS STATEMENT

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

- In business continuously and actively since 1972
- Contractor's License C61 & C27
- Over \$2,000,000 line of credit available
- Bonded by CBIC, an A+ rated company
- Approximately 750 employees
- Nearly 250 contracts with public agencies
- Over 75 Certified Arborists
- Over 100 Certified Treeworkers
- Drug-free workplace
- 14,000 sq. ft. *company-owned* Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 500,000 trees **pruned** annually over past 3 years
- Avg. 18,000 trees **removed** annually over past 3 years
- Avg. 14,000 trees **planted** annually over past 3 years
- Avg. 250,000 trees **inventoried** annually over past 3 years
- Fully insured with insurance up to \$5 million
- Federal Tax ID #95-3250682, current on all taxes and filings with state and federal government
- Sales volume over \$70 million annually
- Retained earnings of over \$7 million
- Fleet of approximately 1,000

	State Of California CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE		
	License Number 366764	Entity CORP	
Business Name WEST COAST ARBORISTS INC			
Classification(s) C61/D49 C27			
Expiration Date 12/31/2016	www.cslb.ca.gov		

Active Memberships:

- International Society of Arboriculture (ISA)
- Maintenance Superintendents Association (MSA)
- California Landscape Contractors Association (CLCA)
- Tree Care Industry Association (TCIA)
- Street Tree Seminar (STS)
- California Urban Forest Council (CaUFC)
- American Public Works Association (APWA)

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

WEST COAST ARBORISTS, INC
2200 EAST VIA BURTON
ANAHEIM CA 92806

NAME AND
ADDRESS
OF INSURED



Liberty Mutual
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED			
WORKERS COMPENSATION Statutory Limits	7/1/2016		WA7-66D-039499-075	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: All States Except: ND, OH, WA, WY	
				EMPLOYERS LIABILITY	
				Bodily Injury by Accident \$1,000,000 Each Accident	
				Bodily Injury By Disease \$1,000,000 Policy Limit	
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	7/1/2016		TB2-661-039499-015	General Aggregate \$2,000,000	
				Products / Completed Operations Aggregate \$2,000,000	
				Each Occurrence \$1,000,000	
				Personal & Advertising Injury \$1,000,000 Per Person / Organization	
	RETRO DATE			Other Damage to premises rented to you \$300,000	
				Other Medical Expense \$5,000	
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	7/1/2016		AS7-661-039499-035	\$2,000,000 Each Accident—Single Limit B.I. And P.D. Combined	
				Each Person	
				Each Accident or Occurrence	
				Each Accident or Occurrence	
OTHER Umbrella Excess Liability	7/1/2015 - 7/1/2016		TH7-661-039499-045	\$5,000,000 Per Occurrence/Aggregate	
ADDITIONAL COMMENTS					

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST **30** DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual
Insurance Group**

Certificate
Holder

Evidence Only
2200 E Via Burton
Anaheim CA 92806

Elaine Ulan

Elaine Ulan

Los Angeles / 0603
818 W 7th Street, Suite 850
Los Angeles CA 90017

AUTHORIZED REPRESENTATIVE
0564408


OFFICE

PHONE

DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

Department of Industrial Relations



State of California

Department of Industrial Relations

[Press Room](#) | [Contact DIR](#) | [CA.gov](#)

[Go to Search](#)

Home
Labor Law
Cal/OSHA - Safety & Health
Workers' Comp
Self Insurance
Apprenticeship
Director's Office
Boards

[Department of Industrial Relations \(DIR\)](#)

Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1(commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

Registration Number:

Contractor Legal Name: [Contractor License Lookup](#)

License Number:

County:

[Search](#) [Reset](#)

Export as: [Excel](#) | [PDF](#)

Public Works Contractor Registration Web Search Results

One Registered Contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	WEST COAST ARBORISTS, INC.	1000000956	ORANGE	ANAHEIM	06/26/2015	06/30/2016

v2.20150701b

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

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WCAINC.COM

SCHEDULE II

**INVITATION NO. 2015-026
TREE TRIMMING AND REMOVAL**

I. BID SCHEDULE

PROPOSER: West Coast Arborists, Inc.
(Company Name)

<u>ZONE</u>	<u>NO. OF TRIMS</u>	<u>COST PER TRIM</u>	<u>NO. OF REMOVALS</u>	<u>COST PER REMOVAL</u>	<u>TOTAL COST TRIM/REMOVAL</u>
01	424	\$64.00	6	\$295.00	\$28,906.00
01A	56	\$64.00	0	\$295.00	\$3,584.00
02	636	\$64.00	50	\$295.00	\$55,454.00
03	994	\$64.00	15	\$295.00	\$68,041.00
04	390	\$64.00	16	\$295.00	\$29,680.00
E-7	33	\$64.00	0	\$295.00	\$2,112.00
E-8	38	\$64.00	0	\$295.00	\$2,432.00
05	22	\$64.00	3	\$295.00	\$2,293.00
06	8	\$64.00	0	\$295.00	\$512.00
07	37	\$64.00	1	\$295.00	\$2,663.00
08	6	\$64.00	0	\$295.00	\$384.00
D	184	\$64.00	81	\$295.00	\$35,671.00
S	196	\$64.00	0	\$295.00	\$12,544.00
M	74	\$64.00	1	\$295.00	\$5,031.00
TOTALS	3,098	\$198,272.00	173	\$295.00	\$249,307.00

Cost Per Tree Trim \$ 64.00 Cost Per Tree Removal \$ \$295.00

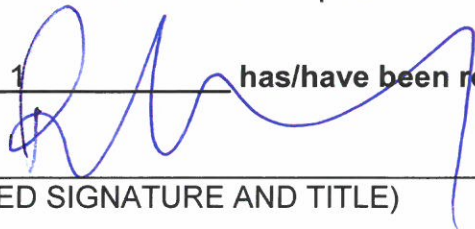
The Total Amount of the Proposal In:

Figures: \$249,307 and 00 /100's Dollars

Words: Two hundred forty-nine thousand, three hundred seven and 00 /100's Dollars

The Contractor shall furnish all labor, equipment, and materials necessary to provide parkway and median tree trimming/removal services as set forth in Exhibit A: Scope of Work of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 1 has/have been received and is/are made a part of this proposal.



 (AUTHORIZED SIGNATURE AND TITLE)

 12/11/15
 (DATE)

Patrick Mahoney, President

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

II. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, include:

UNIT PRICES (Includes all labor and materials)

- | | | | | |
|----|-------------------------------------|---|--------------------|---------------|
| 1. | Tree Trimming (per Service Request) | | | |
| | a. 0" – 6" dbh | @ | \$ <u>40.00</u> | ea |
| | b. 7" – 15" dbh | @ | \$ <u>80.00</u> | ea |
| | c. 16" – 23" dbh | @ | \$ <u>140.00</u> | ea |
| | d. 24" & larger dbh | @ | \$ <u>245.00</u> | ea |
| 2. | Tree & Stump Removal | @ | \$ <u>28.00</u> | ea |
| | | | Per inch dbh | |
| 3. | Stump Removal Only | @ | \$ <u>14.00</u> | ea |
| | | | Per inch dbh | |
| 4. | 3 man crew with equipment | @ | \$ <u>210.00</u> | per hr. |
| 5. | 3 man crew with equipment | @ | \$ <u>1,680.00</u> | per 8 hr. day |

PROPOSER: West Coast Arborists, Inc.
(Company Name)

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

III. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the City for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, Section 1 (Schedule II) A. "Bid Schedule"):

Two hundred forty-nine, three hundred seven dollars and zero cents.

(Dollar Amount in Words)

\$ 249,307.00

(Dollar Amount in Figures)

Date: 12/11/15

Proposer: West Coast Arborists, Inc.

(Company Name)

By:

(Signature)

Title: Patrick Mahoney, President

State License Number and Classification: #366764 C-61/D-49, C-27

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT Patrick Mahoney

(Corporate Seal)

ASST. SECRETARY Richard Mahoney

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

IV. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

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

Dated 12/10/15

Signature of Proposer _____

By Patrick Mahoney, President

Address of Proposer 2200 E. Via Burton

Anaheim, CA 92806

Telephone Number of Proposer (714) 991-1900

Names and Addresses of Members of the Company:

Richard Mahoney - 565 E. Peralta Hills Dr., Anaheim, CA 92807

Patrick Mahoney - 191 S. Cobblestone Lane, Anaheim, CA 92807

(If a Corporation)

Signature of Proposer _____

By Richard Mahoney

Title Assistant Secretary

Business Address 2200 E. Via Burton

Anaheim, CA 92806

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of

California

State License Number and Classification

#366764 C-61/D-49, C-27

PRESIDENT

Patrick Mahoney

SECRETARY

Richard Mahoney

TREASURER

Rose Epperson

(Corporate Seal)



Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

V. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we WEST COAST ARBORISTS, INC.
_____, as
principals, and CONTRACTORS BONDING AND INSURANCE COMPANY, a duly
authorized corporate surety: Business Address 111 PACIFICA, STE 350 IRVINE, CA 92618

Phone (949) 341-9110, are held and firmly bound unto the City of Moreno Valley, as
Surety, in the sum of TEN PERCENT OF AMT. BID Dollars, (\$ 10% OF BID AMT.),
for payment of which sum well and truly to be made, we bind ourselves, and each of our
heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by
these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about
to hand in and submit to the City Council and the City Council in their capacity as President
and Members of the Board of Directors of the Moreno Valley Community Services District, a
proposal for **INVITATION NO. 2015-026, TREE TRIMMING AND REMOVAL**, for the
performance of the work mentioned, in compliance with the specifications contained in the
Notice Requesting Proposals.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and
work be awarded to principal thereupon by City, and if the principal shall fail or neglect to
enter into a Contract therefore within the required time, then in that case the undersigned
obligors will pay to the City of Moreno Valley the full sum of TEN PERCENT OF BID Dollars, (\$
10% OF BID), as liquidated damages for such failure and neglect.

WITNESS our hands this 8th day of DECEMBER, 2015.

(SIGNATURE PAGE FOLLOWS)

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

Proposal Surety Bond (cont.)

PRINCIPAL

CORPORATE SURETY

Name: WEST COAST ARBORISTS, INC.

Name: CONTRACTORS BONDING AND INSURANCE COMPAN

Address: 2200 E. VIA BURTON ST.

Address: 111 PACIFICA, STE 350

ANAHEIM, CA 92806

IRVINE, CA 92618

Tel. No.: (714) 991-1900

Tel. No.: (949) 341-9110

By: 
Patrick Mahoney, President

By: 
Attorney-in-Fact
MICHAEL D. STONG

SIGNING INSTRUCTIONS

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

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

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

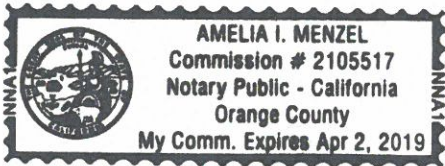
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On December 12, 2015 before me, Amelia I. Menzel, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Patrick Mahoney
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Amelia Menzel*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: city of Moreno Valley Bid Bond Document Date: 12/8/15
Number of Pages: 2 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney
 Corporate Officer — Title(s): President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: WCA, Inc.

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)

County of Riverside)

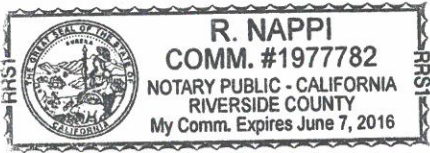
On 12-8-15 before me, R NAPPI "Notary Public",
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL D. STONG
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature R. Nappi
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

- Signer's Name: _____
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: Econo Fence, Inc.

Signer Is Representing: _____

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Jeremy Pendergast, Rosemary Nappi, Michael D. Stong, jointly or severally

in the City of Riverside, State of California, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of June, 2015.

State of Illinois }
County of Peoria } SS



RLI Insurance Company
Contractors Bonding and Insurance Company
Roy C. Die Vice President

On this 23rd day of June, 2015, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public



CERTIFICATE
I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 8th day of December, 2015.

RLI Insurance Company
Contractors Bonding and Insurance Company
Roy C. Die Vice President

0475572020212

A0059115

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

VI. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF Orange)§

(NAME) Patrick Mahoney, affiant
being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)

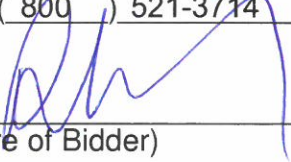
West Coast Arborists, Inc. the party making the
(Contractor)

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

Bidder's Name: West Coast Arborists, Inc.

Bidder's Address: 21718 Walnut Avenue, Grand Terrace, CA 92313

Telephone No.: (800) 521-3714


(Signature of Bidder)

Patrick Mahoney, President
(Title)

ALL SIGNATURES MUST BE NOTARIZED

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

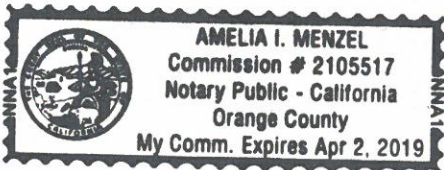
State of California)
County of Orange)

On December 12, 2015 before me, Amelia I. Menzel, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Patrick Mahoney
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Amelia I. Menzel*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: City of Moreno Valley Non Collusion Affidav. Document Date: 12/11/15
Number of Pages: 2 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney
 Corporate Officer — Title(s): President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: WCA, Inc.

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

APPENDIX A: PREVAILING WAGE DETERMINATION

STATE OF CALIFORNIA

Edmund G. Brown Jr., *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
 Office of the Director – Research Unit
 455 Golden Gate Avenue, 9th Floor
 San Francisco, CA 94102

MAILING ADDRESS:
 P. O. Box 420603
 San Francisco, CA 94142-0603



**IMPORTANT NOTICES TO AWARDING BODIES AND ALL INTERESTED PARTIES
 REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

INTERIM DETERMINATION FOR THE CRAFT: TREE MAINTENANCE¹ (LABORER)

DETERMINATION: SC-102-X-20-2015-1
ISSUE DATE: June 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

APPLIES ONLY TO PROJECTS ADVERTISED FOR BIDS ON/AFTER JULY 2, 2015.

CLASSIFICATION ^a (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate	
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily 1 1/2X ^b	Sunday/Holiday 2X
Senior Tree Trimmer	\$18.00	-	\$0.25	\$1.57	-	-	8	\$19.82	\$28.82	\$37.82
Tree Trimmer	\$16.00	-	\$0.25	\$1.37	-	-	8	\$17.62	\$25.62	\$33.62
Groundsperson	\$13.25	-	\$0.25	\$1.22	-	-	8	\$14.72	\$21.345	\$27.97

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

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

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

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

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

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

EDMUND G. BROWN, JR., Governor

ADDRESS REPLY TO:



San Francisco P.O. Box 420603
CA 94142-0603

PREDETERMINED INCREASE FOR

TREE MAINTENANCE (LABORER) (SC-102-X-20-2015-1)

IN ALL LOCALITIES WITHIN IMPERIAL, INYO, KERN, LOS ANGELES,
MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS
OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after **July 2, 2015** until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

TREE MAINTENANCE (LABORER):

Determination SC-102-X-20-2015-1 is currently in effect and expires on June 30, 2016**.

Effective July 1, 2016, there will be an increase of \$2.25 to Health and Welfare, \$0.75 to Pension, and \$0.65 to be allocated to wages and/or fringe benefits.

Effective July 1, 2017, there will be an increase of \$1.00 to be allocated to wages and/or fringe benefits.

Effective July 1, 2018, there will be an increase of \$1.25 to be allocated to wages and/or fringe benefits.

There will be no further increases applicable to this determination.

Issued 6/22/2015, Effective 7/2/2015 until superseded.

This page will be updated when wage rate breakdown information becomes available.

Last Updated: July 2, 2015

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING

APPENDIX B: MONTHLY REPORT FORM

MONTHLY REPORT

PROJECT NO. _____ CITY OF MORENO VALLEY AND MORENO VALLEY COMMUNITY SERVICES DISTRICT MONTH OF _____, 20____

<u>LOCATION OF TREES TRIMMED/REMOVED</u>	<u>NUMBER OF TREES TRIMMED/REMOVED</u>	<u>COMPLAINTS</u> <ul style="list-style-type: none"> • DATE(S) RECEIVED • COMPLAINT/ACTION • DATE CORRECTED 	<u>HAZARDS</u> <ul style="list-style-type: none"> • DATE(S) NOTED • HAZARD TYPE • MVCSD NOTIFIED • DATE CORRECTED 	
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX C: GREENWASTE REPORT FORM

**CITY OF MORENO VALLEY & MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR**

MONTH: _____ YEAR: _____

1. Source of greenwaste (Project No./Location): _____

2. Amount of greenwaste generated from above source (by weight):
_____ LBS. -or- TONS.

3. Name, address, and phone number of recycle accepting greenwaste:

• Company Name: _____

• Address: _____

• Phone Number: (_____) _____

4. Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):
_____ LBS. -or- TONS.

5. Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):

CONTRACTOR: _____

ADDRESS: _____

PHONE:(_____) _____

Attachment: Independent Contractor Agreement (1824 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: January 19, 2016

TITLE: ACCEPTANCE OF THE MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW COMMITTEE (MSRC) CLEAN TRANSPORTATION GRANT AWARD

RECOMMENDED ACTION

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.

SUMMARY

On October 13, 2015, the City was notified by Clean Transportation Funding from the MSRC of the approval for a funding award in the amount of \$20,000. The Moreno

Valley Utility (MVU) Division will use this funding award to help meet clean air obligations through effective air pollution reduction projects, specifically the installation of two electric vehicle charging stations in the Public Safety Building employee parking lot.

DISCUSSION

The Local Government Match Program offers to co-fund clean air projects to be constructed by cities and counties that use the Motor Vehicle Registration Fee Subvention Funds, commonly referred to as “AB 2766 Subvention Funds.” The MSRC, using its Discretionary Funds, will match funding towards qualifying projects. All cities and counties within the jurisdiction of the SCAQMD who receive AB 2766 Subvention Funds are eligible to participate in this program. The primary goal of the Match Program is to assist local governments in using their AB 2766 Subvention Funds to carry out timely and effective air pollution reduction projects. Matching funds from other sources are allowed. The Match Program directly supports cities and counties in meeting and exceeding clean air obligations. Per the provisions of the Match Program, the City is required to use its own funds to construct the project and then receive reimbursement at the end of the contract.

These funds will be used to pay for a portion of the installation of two electric vehicle charging stations in the Public Safety Building employee parking lot. The target completion date is June 30, 2016. The installation of the electric vehicle charging stations at the Public Safety Building is part of a larger electric vehicle charging station project at City Hall that was approved in the Capital Improvement Plan budget for FY 2015/2016.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. This alternative will allow the City to receive MSRC funding to implement effective air pollution reduction projects.
2. Do not approve and authorize the recommended actions as presented in this staff report. This alternative will prohibit the City from receiving MSRC funding to construct effective air pollution reduction projects.

FISCAL IMPACT

This Local Government Match Program will provide funding of up to \$20,000. The City is required to provide an equal local match of \$20,000. Matching funds for the proposed electric vehicle charging station infrastructure will be provided by Public Purpose Program Funds within the Electric – Restricted Assets Fund. There is no impact to the General Fund.

Public Purpose Program Funds can only be utilized under a strict umbrella of programs determined at the state level of government. Expenses associated with this project are

allowed under the law.

Description	Fund	GL Account No./ PN Account No.	Type	FY 15/16 Budget	Proposed Adjustments	FY 15/16 Amended Budget
MVU CIP	Electric - Restricted Assets Fund (6011)	GL-6011-99-99-96011-486010	Rev	\$0	\$20,000	\$20,000
MVU CIP	Electric - Restricted Assets Fund (6011)	GL-6011-30-80-80005-720199 PN-805 0026 30 80-6011-99 PN-805 0026 30 80-6011A-99	Exp	\$30,000 \$0 \$0	\$40,000 \$20,000 \$20,000	\$70,000 \$20,000 \$20,000

NOTIFICATION

City Council Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Clement Jimenez
Senior Engineer, P.E.

Department Head Approval:
Marshall Eyerman
Interim Chief Financial Officer

Concurred By:
Jeannette Olko
Electric Utility Division Manager

CITY COUNCIL GOALS

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

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	12/29/15 9:59 AM
City Attorney Approval	<u>✓ Approved</u>	1/06/16 3:56 PM
City Manager Approval	<u>✓ Approved</u>	1/07/16 8:05 AM



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: January 19, 2016

TITLE: AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ST. FRANCIS ELECTRIC FOR THE CITYWIDE PEDESTRIAN COUNTDOWN HEADS & ADA PUSH BUTTONS PROJECT NO. 808 0014 70 76

RECOMMENDED ACTION

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.

SUMMARY

This report recommends approval of a contract with St. Francis Electric for the construction of the Citywide Pedestrian Countdown Heads and Americans with Disabilities Act (ADA) Push Buttons Project. The project is funded with City Development Impact Fee (DIF) Traffic Signal funds (Fund 2902) with reimbursement up to 90 percent of the total costs from the California Department of Transportation (Caltrans) administered federally funded Highway Safety Improvement Program (HSIP).

This project has been approved in the Fiscal Year 2015/2016 Capital Improvement Plan.

DISCUSSION

On April 8, 2014 the City Council accepted a HSIP grant from Caltrans to provide federal funds for the installation of pedestrian countdown heads and ADA compliant push buttons at signalized intersections across the City. Caltrans will reimburse the City up to 90 percent of the total costs.

Caltrans determined on December 18, 2014 that the Project is a Categorical Exclusion under the National Environmental Policy Act (NEPA), Section 23 CFR 771.117(c)(4). On October 6, 2015 Caltrans authorized the project to go to construction.

The scope of work for the Project includes the removal of existing pedestrian signal modules and replaces them with pedestrian countdown signal modules at signalized intersections that currently do not have them. A total of 98 signalized intersections across the City will be upgraded with the pedestrian countdown signal modules. Furthermore, the pedestrian push buttons at the signalized intersections will be upgraded with ADA compliant push buttons.

The Notice Inviting Bids was advertised for the subject project 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 November, 23, 2015, and thirteen (13) bids were received as follows:

<u>CONTRACTORS</u>	<u>Total Bid Amounts</u>
1. St. Francis Electric, San Leandro	\$149,320.90
2. Macadee Electrical Construction, Chino.....	\$154,469.00
3. Pelagic Engineering, Oxnard.....	\$155,873.00
4. Asplundh Construction, Anaheim	\$157,886.26
5. Steiny and Company, Inc., Baldwin Park.....	\$160,916.00
6. Smart Tech Group, Inc., Irvine.....	\$172,533.00
7. PTM General Engineering Services, Inc., Riverside.....	\$173,037.00
8. Seimens Industry, Inc., Austin, Texas	\$175,098.35
9. Unique Performance Construction, Inc., Anaheim.....	\$216,570.00
10. California Professional Engineers, Inc., La Puente.....	\$247,078.00
11. DBX, Inc., Temecula.....	\$296,722.00
12. Elecnor Belco Electric, Inc., Chino.....	\$321,287.00
13. Traffic Development Services, Inc., Moorpark.....	\$356,039.00

The lowest responsible bidder was determined by comparing the total Bid Prices for all Bid items as stipulated in the Bidding Documents. Staff has reviewed the bid by St. Francis Electric and determined 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 St. Francis Electric in their bid.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as it will provide for the timely construction of traffic signal improvements across the City meeting grant funding requirements for reimbursement.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative because it will prevent the project from meeting grant funding deadlines and delay the construction of needed improvements.*

FISCAL IMPACT

The Project is included in the Fiscal Year 2015/2016 CIP. The project is funded with DIF Traffic Signal funds (Fund 2902). As mentioned previously, the HSIP grant administered by Caltrans will reimburse up to 90 percent of the total costs. There is no impact to the General Fund.

St. Francis Electric’s bid amount is \$149,320.90. Staff is recommending that the City Council authorize the issuance of a Purchase Order to St. Francis Electric in the amount of \$171,719.04 (bid amount plus 15% contingency). The contingency is for any unforeseen conditions encountered during construction which may result in changes to the costs. Unforeseen conditions may include damaged signal equipment that requires repair and/or replacement in order for the pedestrian countdown signal heads and ADA push buttons to be installed and operate properly.

The new equipment will reduce maintenance in the short-term due to replacing aged equipment, and will not increase maintenance costs in the long-term.

AVAILABLE FUNDS FOR CONSTRUCTION:

DIF Traffic Signals	
(Account No. 3302-70-76-80008, Project No. 808 0014 70 76)	\$464,300
Total	\$464,300

ESTIMATED CONSTRUCTION COSTS:

Contractor Construction Costs (Includes Contingency)	\$171,000.00
Project Administration and Inspection*	\$50,000.00
Total	\$221,000.00

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

ANTICIPATED PROJECT SCHEDULE:

Award Construction Contract	January 2016
Complete Construction	June 2016

NOTIFICATION

None

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:
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.

ATTACHMENTS

- 1. Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	12/29/15 9:42 AM
City Attorney Approval	<u>✓ Approved</u>	12/31/15 11:31 AM
City Manager Approval	<u>✓ Approved</u>	12/31/15 4:14 PM

Agreement No. _____

AGREEMENT**PROJECT NO. 808 0014 70 76****CITYWIDE PEDESTRIAN COUNTDOWN HEADS AND ADA PUSHBUTTONS**

THIS Agreement, effective as of the date signed by the City of Moreno Valley, is by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **St. Francis Electric**, 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. 1-4 inclusive, issued prior to the opening of the Bids
- E. City Special Provisions, including the General Provisions and Technical Provisions
- F. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- G. Reference Specifications/Reference Documents other than those listed in paragraph 2, below
- H. Project Plans
- I. City Standard Plans
- J. Caltrans Standard Plans
- K. The bound Bidding Documents
- L. Contractor's Certificates of Insurance and Additional Insured Endorsements
- M. Contractor's Bidder's Proposal and Subcontractor Listing
- N. Bidder's DBE Commitment Form
- O. City of Moreno Valley Supplementary General Conditions
- P. City of Moreno Valley Federal Supplementary General Conditions

In the event of conflict or discrepancy between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

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

A. None

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

4. PAYMENT.

4.1. Contract Price and Basis for Payment. In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items 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 awarded by the City is One hundred forty-nine thousand, three hundred twenty and 90/100 Dollars (\$ 149,320.90) ("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 **ninety (90) 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 **fifteen (15) 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 critical required submittals
- Obtaining an approved no fee Encroachment Permit
- Obtaining a Temporary Use Permit for a construction yard, if necessary
- Notifying all agencies, utilities, residents, etc., as outlined in the Bidding Documents

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials is delayed due to Contractor's failure to return the fully

executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security if Contractor persistently delays in providing the required documentation.

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, failure to fulfill the preconstruction requirements, and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to order all materials in accordance with the Notice to Proceed with Order of Materials and/or fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$600.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

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

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

6.2. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section 2-11 of the Special Provisions.

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

7. INSURANCE.

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

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

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

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

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. **Primary Coverage.** All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and

representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

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

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

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:
 - (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
 - (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and
 - (c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
 - (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
 - (b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or
 - (c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

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

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

7.9. **Commercial General Liability.** Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions.

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

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

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

1. Provide copy of permissive self-insurance certificate approved by the State of California; or

2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **\$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance.** The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. BONDS. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in

default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least 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 Indemnatee 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 Indemnatee. The Contractor’s obligation to defend the Indemnatee(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 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. **SUCCESSORS AND ASSIGNS.** The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

St. Francis Electric

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	

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 (1802 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE CITYWIDE PEDESTRIAN COUNTDOWN

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

Attachment: Agreement (1802 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE CITYWIDE PEDESTRIAN COUNTDOWN

CONTRACTOR'S BONDS

Attachment: Agreement (1802 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE CITYWIDE PEDESTRIAN COUNTDOWN

CONTRACTOR'S BOND
00600

CITY OF MORENO VALLEY
Project No. 808 0014 70 76

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 808 0014 70 76

CITYWIDE PEDESTRIAN COUNTDOWN HEADS AND ADA PUSHBUTTONS

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to _____, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 808 0014 70 76**, and all Contract Documents are hereby referred to and made a part hereof; and

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

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

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

Contractor and Surety agree that this Faithful Performance Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Faithful Performance Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Faithful Performance Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

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

FAITHFUL PERFORMANCE BOND
00601-1

Attachment: Agreement (1802 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE CITYWIDE PEDESTRIAN COUNTDOWN

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 (1802 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE CITYWIDE PEDESTRIAN COUNTDOWN

BOND NO. _____

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

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California
County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

- 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.
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 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

Attachment: Agreement (1802 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE CITYWIDE PEDESTRIAN COUNTDOWN

CITY OF MORENO VALLEY
Project No. 808 0014 70 76

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 808 0014 70 76

CITYWIDE PEDESTRIAN COUNTDOWN HEADS AND ADA PUSHBUTTONS

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to _____, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 808 0014 70 76**, and Contract Documents are hereby referred to and made a part hereof; and

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

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

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

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Labor and Materials Payment Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

PAYMENT BOND
00602-1

Attachment: Agreement (1802 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE CITYWIDE PEDESTRIAN COUNTDOWN

BOND NO. _____

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

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM

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- 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.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND
SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

Attachment: Agreement (1802 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE CITYWIDE PEDESTRIAN COUNTDOWN

**CITY OF MORENO VALLEY
SUPPLEMENTARY GENERAL CONDITIONS**

The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

- (1) CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
- (2) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- (3) CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
- (4) CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- (5) CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- (6) CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- (7) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- (8) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.

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

City of Moreno Valley

St. Francis Electric

BY: _____
 City Manager

 Date

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

 Date

BY: _____

TITLE: _____
 (Corporate Secretary)

 Date

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

Attachment: Agreement (1802 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE CITYWIDE PEDESTRIAN COUNTDOWN

CITY OF MORENO VALLEY
FEDERAL
SUPPLEMENTARY GENERAL CONDITIONS

The following provisions, pursuant to Caltrans Local Assistance Procedures Manual Chapter 12, Exhibit 12-G, as it may be amended from time to time, are included in the Agreement. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

- A. This contract is between the following named, hereinafter referred to as, CONTRACTOR and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONTRACTOR" is as follows:

St, Francis Electric

Incorporated in the State of California

The name of the "LOCAL AGENCY" is as follows:

THE CITY OF MORENO VALLEY

The Contract Administrator for LOCAL AGENCY will be the **Public Works Director/City Engineer or his/her designee.**

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to

the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

c. Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)

Complete and sign Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On

work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless it is performed or supplied by the listed DBE or an authorized substitute.

2. BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

3. BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsible bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. DIFFERING SITE CONDITIONS

a. Contractor's Notification

Promptly notify the Agency's Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
 - Contract documents
 - Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

b. Engineer's Investigation and Decision

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of Moreno Valley.

This work shall be diligently prosecuted to completion before the expiration of 90 WORKING DAYS beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the City of Moreno Valley the sum of \$ 600.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS (Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

Attachment: Agreement (1802 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE CITYWIDE PEDESTRIAN COUNTDOWN

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and

49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the

contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does

not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may

be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of

the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in

providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with

the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection

with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or

without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and

protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a

grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating

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in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement,

and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Attachment: Agreement (1802 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE CITYWIDE PEDESTRIAN COUNTDOWN

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS		
	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin	12.3 24.3

	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For each July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. **FEDERAL TRAINEE PROGRAM**

For the Federal training program, the number of trainees or apprentices is zero.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City of Moreno Valley:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City of Moreno Valley approval for this submitted information before you start work. The City of Moreno Valley credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City of Moreno Valley and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division

office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City of Moreno Valley reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

14. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- (4) **Information and Reports:** CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) **Incorporation of Provisions:** CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Maintain records and submit reports documenting your performance under this section

SIGNATURE PAGE FOLLOWS

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CITY OF MORENO VALLEY, Municipal Corporation

St. Francis Electric

BY: _____
City Manager

License No./ Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer
(if contract exceeds \$15,000)

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 (1802 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE CITYWIDE PEDESTRIAN COUNTDOWN



Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Assistant City Manager

AGENDA DATE: January 19, 2016

TITLE: 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

RECOMMENDED ACTION

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.

SUMMARY

This report recommends that the City Council 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.

DISCUSSION

The Box Springs Mutual Water Company (BSMWC) is a tax-exempt, for-profit mutual company established in the 1920s to supply water to its shareholders for agricultural uses. The company serves water from its well, blended with water from Western

Municipal Water District, to approximately 600 households.

On March 17, 2015 the City Council conducted a Study Session to discuss water reliability issues in the Edgemont neighborhood of Moreno Valley and discuss efforts by the City and BSMWC to pursue funding to resolve those concerns. During this public discussion, Box Springs representatives stated that the Company has developed plans and can unilaterally access resources necessary to ensure reliable service and continued development in its service territory.

The City was informed that as of January 2015, BSMWC had issued a total of 2,300 shares and requires representation by 25% (575 shares) to establish a quorum of shareholders at meetings where votes are cast. The City of Moreno Valley /Redevelopment Agency/Successor Agency holds shares as a consequence of owning property within the company boundaries (primarily the 8 acres owned by the former Redevelopment Agency at the northeast corner of Alessandro Blvd. and Day St.).

BSMWC's service territory lies within the boundaries of Moreno Valley's 5th Council District; Council Member Jempson regularly attends meetings of the Box Springs Board and remains fully updated on water service issues affecting Box Springs customers. Council approval of the recommended motion will allow the 5th District Council Member to cast votes on behalf of the Moreno Valley Redevelopment Agency/Successor Agency at the BSMWC Annual Shareholders meeting scheduled for later this month.

ALTERNATIVES

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 in January 2016 and authorize the City Manager to sign any 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. *Staff recommends this alternative as it will allow the City to exercise its authority to vote as a BSMWC shareholder.*
2. Do not 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 in January 2016 and do not authorize the City Manager to sign any 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. *Staff does not recommend this alternative.*

FISCAL IMPACT

N/a

PREPARATION OF STAFF REPORT

Department Head Approval:
Thomas M. DeSantis
Assistant City Manager

CITY COUNCIL GOALS

Advocacy. Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

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

ATTACHMENTS

- 1. 2016 Annual Shareholder Meeting Notice

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/07/16 8:58 AM
City Attorney Approval	<u>✓ Approved</u>	1/07/16 11:02 AM
City Manager Approval	<u>✓ Approved</u>	1/07/16 11:07 AM

1/5/16

NOTICE OF THE 2016 ANNUAL SHAREHOLDERS MEETING

BOX SPRINGS MUTUAL WATER COMPANY

The annual meeting of the shareholders of Box Springs Mutual Water Company will be held on January 20, 2016 at 7:30 PM in the Box Springs Mutual Water Company Office. It shall be the purpose of this meeting to elect Directors of the company and to consider such other business as may properly come before the meeting or any adjournment thereof.

Only shareholders of record shall be entitled to vote at this meeting or any adjournment thereof. Where a pledge is named on the stock certificate, the pledge is not qualified to become a Director of the Company under the By-Laws of the Company.

If you are unable to attend this meeting, please complete the proxy below and return it to the Secretary of Box Springs Mutual Water Company. Proxies given to the Secretary will ONLY be used for the purpose of constituting a quorum. Approximately 600 shares by proxy or by attendance are required for a quorum.

If this proxy is given to another, they must attend with the signed proxy in hand and be required to show identification for proof as it may be used to constitute a quorum and for transaction of any business that may transpire.

Please mail or return the bottom portion to:

BOX SPRINGS MUTUAL WATER COMPANY
ATTN: ROBERT PEREZ, SECRETARY
21740 DRACAEA AVE
MORENO VALLEY, CA 92553

BOX SPRINGS MUTUAL WATER COMPANY SHAREHOLDER PROXY

Check one only.

I, the undersigned shareholder, hereby appoint BSMWC Secretary as proxy for quorum count only.

I, the undersigned shareholder, appoint _____ (name of person who you appoint) as proxy to attend and vote on any question or proposition which may come before this meeting.

Shareholder info:

Date _____

Name _____ Signed: _____

Current Address: _____

BSMWC Service Address: _____

Number of Shares _____

Attachment: 2016 Annual Shareholder Meeting Notice (1873 : Voting Authorization - Box Springs Mutual Annual Meeting)



Report to City Council

TO: Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Mel Alonzo, Interim Parks & Community Services Director

AGENDA DATE: January 19, 2016

TITLE: AUTHORIZE APPLICATION AND ACCEPT ADDITIONAL AFTER SCHOOL EDUCATION AND SAFETY (ASES) GRANT FUNDS FOR FISCAL YEAR (FY) 2016/17

RECOMMENDED ACTION

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.

SUMMARY

Additional grant funding of up to \$278,100 would allow the City of Moreno Valley, in partnership with THINK Together, Moreno Valley Unified School District (MVUSD), and Val Verde Unified School District (VVUSD) to provide after school care for over 200 additional students and expand the program to include Vista Heights Middle School.

BACKGROUND

The City of Moreno Valley originally applied for and received ASES Grant funding for fiscal years 2006/07 through 2009/10. The grant has been renewed twice, for additional three-year cycles, and is currently funded through FY 2015/16 in the amount of \$5,050,917.38. The after school program currently serves 3,741 students, grades kindergarten through nine, at 43 school sites in the Moreno Valley (MVUSD) and Val Verde (VVUSD) Unified School Districts, offering extended learning opportunities in a

physically and emotionally safe environment. The City successfully partnered with THINK Together to operate all 43 sites in FY 2011/12.

DISCUSSION

THINK Together would like to partner with the City of Moreno Valley, MVUSD, and VVUSD, in applying for additional funding through the ASES Grant Program to add Vista Heights Middle school, and increase funding for Vista Verde Middle School, Sunnymead Middle School, and Seneca Elementary School, to bring funding to the maximum level at these sites.

This funding would allow the City to serve over 200 additional low-income students in the after school program. The program provides a safe environment in which students can receive homework help, literacy and academic enrichment opportunities, physical activity, and a nutritious snack.

ALTERNATIVES

1. Authorize the City Manager to submit the grant application and accept additional funding for the After School Education and Safety Grant (ASES) from the California Department of Education for FY 2016/17. This option would allow the City to serve over 200 additional students in the after school program, and expand the program to 44 sites.
2. Do not authorize the City Manager to submit the grant application for additional After School Education and Safety Grant (ASES) funding from the California Department of Education for FY 2016/17. This option would maintain the after school program at the existing level, serving 3,741 students at 43 sites.

FISCAL IMPACT

The additional grant funds of up to \$278,100 would fund all program expenditures at 100 percent through direct grant funding. THINK Together would provide an amount of cash or in-kind local funds equal to not less than one third of the total grant amount to meet the match requirement. **The grant funds are used for providing after school care and are restricted to this program.** There is no impact to the General Fund. Funds would be budgeted in the Fund 2202 FY 2016/17 Operating Budget.

NOTIFICATION

Posting of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Sandra Contreras
Senior Management Analyst

Department Head Approval:
Mel Alonzo
Interim Director of Parks & Community Services

CITY COUNCIL GOALS

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

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

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

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/04/16 11:27 AM
City Attorney Approval	<u>✓ Approved</u>	1/06/16 4:01 PM
City Manager Approval	<u>✓ Approved</u>	1/07/16 7:57 AM



Report to City Council

TO: Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Mel Alonzo, Interim Parks & Community Services Director

AGENDA DATE: January 19, 2016

TITLE: AUTHORIZE RENEWAL APPLICATION AND ACCEPT FUNDING FOR AFTER SCHOOL EDUCATION AND SAFETY (ASES) GRANT FOR FISCAL YEARS 2016/17 THROUGH 2018/19

RECOMMENDED ACTION

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.

SUMMARY

This grant funding would allow the City, in partnership with THINK Together, MVUSD and VVUSD, to continue to provide after school care for kindergarten through ninth grade students, offering extended learning opportunities after school, in a physically and emotionally safe environment. The estimated grant application will be in the amount of \$5,050,917.38.

BACKGROUND

The City of Moreno Valley originally applied for and received ASES Grant funding for fiscal years 2006/07 through 2009/10. The grant has been renewed twice, for additional three-year cycles, and is currently funded through FY 2015/16 in the amount of \$5,050,917.38. The after school program currently serves 3,741 students, grades

kindergarten through nine, at 43 school sites in the Moreno Valley (MVUSD) and Val Verde (VVUSD) Unified School Districts, offering extended learning opportunities in a physically and emotionally safe environment. The City successfully partnered with THINK Together to operate all 43 sites in FY 2011/12.

DISCUSSION

The focus of the ASES Grant is to provide literacy, academic enrichment, and safe, constructive alternatives for kindergarten through ninth grade students at no cost. The school sites receiving grant funding were chosen, in part, on the percentage of students eligible for the free and reduced lunch program. The ASES program requires sites to operate after school for a minimum of 15 hours per week, at least until 6:00 p.m., beginning immediately at the conclusion of the regular school day; to operate every regular school day during the school year; and to offer a daily nutritious snack that meets the requirements of the U.S. Department of Agriculture (USDA) National School Lunch Program for meal supplements.

The program elements include an educational and literacy element, and an educational enrichment element. The educational and literacy element must include tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: language arts, mathematics, history and social science, science, or computer training. The educational enrichment element must offer an array of additional services, programs, and activities that reinforce and complement the regular academic program of participating students to support positive youth development.

The City plans to continue partnering with THINK Together, MVUSD, and VVUSD to improve the academic performance and scholastic success of students in the program by providing high-quality academic programming after school. This program benefits the community as a whole.

ALTERNATIVES

1. Authorize the City Manager to renew and accept funding for the After School Education and Safety (ASES) Grant from the California Department of Education for fiscal years 2016/17 through 2018/19. This option will allow the City to continue to serve 3,741 students in the after school program.
2. Do not authorize the City Manager to renew and accept funding for the After School Education and Safety (ASES) Grant from the California Department of Education for fiscal years 2016/17 through 2018/19. This would end the after school program and displace 3,741 students during the hours of 3:00 p.m. and 6:00 p.m. on school days, and all day on school vacation days.

FISCAL IMPACT

The proposed grant would fund all program expenditures at 100 percent through direct grant funding for the next three fiscal years. THINK Together will provide an amount of cash or in-kind local funds equal to not less than one-third of the total grant amount to meet the match requirement. **The grant funds are used for providing after school care and are restricted to this program.** There is no impact to the General Fund. Awarded funding will be budgeted in the Fund 2202 FY 2016/17 through 2018/19 Operating Budgets.

NOTIFICATION

Posting of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Sandra Contreras
Senior Management Analyst

Department Head Approval:
Mel Alonzo
Interim Director of Parks & Community Services

CITY COUNCIL GOALS

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

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

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

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/02/16 5:46 PM
City Attorney Approval	<u>✓ Approved</u>	1/06/16 4:01 PM
City Manager Approval	<u>✓ Approved</u>	1/07/16 7:56 AM



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: January 19, 2016

TITLE: PUBLIC HEARING TO COLLECT COMMUNITY NEEDS
COMMENTS & ADOPT 2016-17 OBJECTIVES & POLICIES

RECOMMENDED ACTION

Recommendations: That the City Council:

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

SUMMARY

The City is commencing with the recurring set of administrative activities necessary for the Office of Housing and Urban Development (HUD) to receive the City of Moreno Valley's FY 2016-17 Annual Action Plan Update by the mandatory federal deadline of May 17, 2016. The Annual Action Plan serves as the City's grant application to HUD for approximately \$2.7M in federal funds. Objectives and policies must be included in the City's Action Plan. This staff report recommends the Council adopt the proposed objectives and policies, and adopt the Public Services Ranking issued last fiscal year.

DISCUSSION

Anticipated Grants

Every year, the Department of Housing and Urban Development (HUD) allocates federal grant monies to qualifying entitlement cities such as the City of Moreno Valley. Entitlement cities receive funding based on a formula that considers the city's demographics. Currently, Moreno Valley receives three separate allocations known as: (1) the Community Development Block Grant (CDBG), (2) the Emergency Solutions Grant (ESG) and (3) the HOME Investment Partnership Program (HOME). These grants

are used to provide services to benefit low-and-moderate income persons who meet specific income criteria (see Attachment 1 for the 2015 Income Levels). Eligible CDBG grant activities range from social services to capital improvements to business and employment development. HOME funds must be used toward housing programs and creation of affordable housing. ESG funds are used to assist the city's homeless and those threatened with homelessness.

Based on last fiscal year's entitlement allocations, staff anticipates that the 2016-17 CDBG grant to be approximately \$2 million, the HOME grant to be approximately \$500,000, and the ESG allocation to be about \$200,000. Attachment 2 details eligible and ineligible activities for each program.

HUD requires that cities concentrate their programs in areas determined to contain residents of which at least 51% earn low-to-moderate incomes, these areas are referred to as 'CDBG Target Areas'. CDBG Target areas are re-evaluated every 10 years and are under review for modification based on updated census data. For a map of the current Moreno Valley's CDBG Target Areas please see Attachment 3.

Consolidated Planning

Each entitlement city must prepare a 5-year planning document known as the Consolidated Plan which establishes long-term performance goals. Moreno Valley's current Consolidated Plan was adopted in FY 2013-14 and will remain in effect through the end of FY 2018-19. For each individual Consolidated Plan year, entitlement cities must prepare a separate planning document called the Annual Action Plan Update. The Annual Action Plan identifies more specifically how the City will allocate grant funds for the upcoming fiscal year while meeting the goals established in the 5-year Consolidated Plan. Each Annual Action Plan must include up-to-date Objectives and Policies for all active grant programs.

CDBG, HOME, and ESG program year activities are planned so that HUD will receive the 2016-17 Annual Action Plan by the mandatory federal deadline (May 17, 2016). Prior to submittal, the City is required to complete a series of sequential activities including mandatory Public Hearings to:

1. Adopt current Objectives and Policies (tonight),
2. Recommend CDBG and HOME Project Selections – Finance Subcommittee meeting (February 2016), and
3. Adopt the program year Annual Action Plan – City Council meeting (April/May 2016).

A more detailed calendar of activities is included as Attachment 4. These activities must be completed on schedule for the FY 2016-17 Annual Action Plan to be submitted on time.

Mandatory 'Citizen Participation'

HUD requires cities to complete a 'Citizen Participation Process' before the project selection can be finalized. Citizen Participation is intended to encourage active and informed participation in the programs by members of the public. Each year as part of this process, the City must hold at least two Public Hearings to receive input on the

current ‘needs’ of its low-to-moderate income residents. Tonight’s meeting represents one of the required meetings. Attendees are asked to comment on issues and problems affecting low-to-moderate income persons so that the City makes informed funding decisions. Comments received at these meetings are taken into consideration when selecting projects for the coming fiscal year.

Purpose of Updating the Objectives and Policies

Moreno Valley’s Objectives and Policies must be re-evaluated each year to ensure they adequately reflect the current needs of the community. The updated Objectives and Policies must then be adopted by the City Council for the upcoming program year. Objectives and Policies focus on: (1) defining the City’s funding priorities, (2) offering project selection criteria, and (3) providing guidance for staff when reviewing and recommending programs and projects for funding. Objectives and Policies are distributed to non-profit agencies who are interested in applying for funding to develop a local social service program in Moreno Valley and convey important information about the eligible categories of programs and the City’s priorities.

For the upcoming year, staff is recommending adding the CDBG National Objectives, introducing one (1) new objective, plus three (3) new policies. The table below describes the additions:

	Description	Justification
CDBG National Objectives	These are not new; the national objectives have been in effect for the life of the grant	Including these objectives will provide additional clarification on grant requirements to the potential applicants
<i>New Objective</i>		
Objective on Homelessness	This objective describes the city’s dedication to aiding and preventing homelessness.	These are the core objectives of MV’s newest grant, ESG
<i>New Policies</i>		
Policy on Minimal Applicant Requirements	Establishes preferred applicant criteria such as 3 years of grant management experience	Enables the City to strengthen the quality of its applicants, partnerships, and overall performance
Policy on Multi-year Contracts	Introduces contracts that can potentially be extended by 1 year	Continues partnership with high performing agency(ies); assists to alleviate the administrative process
Policies for the ESG Program	Proposes setting minimum grant award amount to \$75,000; a 25% limit to in-kind match sources; a preference that direct costs not exceed 30% of an overall award amount; a standard requiring proof of match sources up-front and if proof of match cannot be provided, award will be adjusted	To ensure significant portion of the grant is applied to direct services; per lessons learned in day-to-day administration; in efforts to ensure that subrecipients adhere to the Federal match requirements

	based on the amount of match that has been verified.	
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2016-17 Recommendation of Priority Ranking under the ‘Public Services’ Objective

An eligible use of CDBG monies is ‘Public Services.’ Public Services can include, but are not limited to, food banks, public safety, specialized counseling, and foster youth services that benefit the City’s low income households. HUD limits the monies that can be used toward Public Services to 15% of the overall annual CDBG allocation, which for Moreno Valley averages approximately \$280,000 per year. Because these particular monies are very limited and the demand is so high, staff has established a priority ranking within this objective category that assists in reaching decisions on which programs are best suited for the community within a given year.

After research, review of public service monthly reports, including those provided by the City’s subrecipients serving the City’s low-and-moderate income population, public comments received to date, staff recommends the following the priority ranking under the **Public Service Objective** continue as:

- (1) ‘Basic Needs’ Related Social Services Programs (such as but not limited to emergency food, shelter (homelessness), and utility assistance)
- (2) Community Public Safety Programs
- (3) Employment Services/Programs and Job (Skills) Training
- (4) Programs offering Low-Cost Transportation
- (5) Free/Low-Cost programs for School-Aged Youth

The City seeks to address the most urgent ‘needs’ of its residents first. Because of the documented public demand for the ‘basic needs’ staff recommends the top priority carry into the new program year. Due to the City’s dedication to the safety of its residents, and to economic development/job creation, staff recommends priorities two and three remain unchanged. Finally, staff wishes to keep low and no-cost transportation programs and youth programs a priority as these programs primarily benefit the senior community, the City’s disabled population, and Moreno Valley’s youth.

ALTERNATIVES

- 1. Staff recommends that the City Council conduct a Public Hearing, receive comments, and adopt the proposed CDBG, HOME, and ESG Objectives and Policies as listed on Attachment 5. Doing so will meet HUD’s requirements, as well as provide the public and staff with direction regarding funding proposals for FY 2016-17.
- 2. The City Council may amend or reprioritize any of the proposed Objectives and Policies.

FISCAL IMPACT

The approval of Objectives and Policies will not impact the General Fund or funding sources other than CDBG, HOME, and ESG. These funds are restricted and may only be used for projects and programs as allowed by HUD.

At the time of this staff report submittal, HUD has not released the amounts of the 2016-17 grant allocations. Based on last fiscal year's entitlement allocations, staff anticipates that the 2016-17 CDBG grant shall be approximately \$2 million, the HOME grant to be approximately \$500,000, and the ESG allocation approximately \$200,000.

As an important note, CDBG and HOME grants do not require matching funds. The ESG does require matching funds; however the city places the responsibility of the match on the ESG subrecipient.

NOTIFICATION

Notice of this meeting was published in the local section of *The Press-Enterprise* newspaper on January 4, 2016.

PREPARATION OF STAFF REPORT

Prepared By:
Isa Rojas
Management Analyst

Department Head Approval:
Marshall Eyerman
Interim City Financial Officer

Concurred By:
Marshall Eyerman
Financial Resources Division Manager

CITY COUNCIL GOALS

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

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

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. 2015 Income Limits

- 2. Eligible & Ineligible Grant Activities
- 3. CDBG Target Areas Map
- 4. Action Plan Calendar
- 5. Proposed Objectives and Policies 16-17

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/06/16 4:18 PM
City Attorney Approval	<u>✓ Approved</u>	1/04/16 1:56 PM
City Manager Approval	<u>✓ Approved</u>	1/07/16 8:01 AM

2015 INCOME LIMITS

Revised Annually by the Dept. of Housing & Urban Development (HUD)

Annual Income Level	% of Area Median	Number of Persons In Household							
		1	2	3	4	5	6	7	8
Extremely Low Income	30%	\$13,100	\$14,950	\$20,090	\$24,250	\$28,410	\$32,570	\$36,730	\$40,890
Very Low Income	50%	\$21,750	\$24,850	\$27,950	\$31,050	\$33,550	\$36,050	\$38,550	\$41,050
Low Income	80%	\$34,800	\$39,800	\$44,750	\$49,700	\$53,700	\$57,700	\$61,650	\$65,600

Attachment: 2015 Income Limits [Revision 1] (1830 : PUBLIC HEARING TO COLLECT COMMUNITY NEEDS COMMENTS & ADOPT 2016-17

Eligible CDBG Activities

- ❖ Acquisition, design, construction, rehabilitation, or installation of certain publicly owned facilities such as:
 - Parks, playgrounds and recreational facilities.
 - Senior centers, except 24-hour care facilities.
 - Neighborhood facilities.
 - Fire protection facilities and equipment.
 - Parking facilities.
 - Street improvements.
 - Flood, drainage, or sewer facilities.
 - Other improvements vital to a community's development.
- ❖ Acquisition of property that is: of historic value; appropriate for beautification or conservation of open spaces; appropriate for low or moderate income housing.
- ❖ Clearance and demolition of buildings and land which may be a health hazard to the community. Interim assistance or temporary help to alleviate harmful or dangerous conditions.
- ❖ Removal of architectural barriers which restrict the mobility of handicapped persons.
- ❖ Rehabilitation and preservation of buildings and improvements, both publicly and privately owned.
- ❖ Code enforcement in designated target areas.
- ❖ Historic preservation activities.
- ❖ Eligible economic development activities.
- ❖ Eligible planning and environmental design costs.
- ❖ Public services including, but not limited to: fair housing activities, public safety services, homeless services, senior citizen services, educational programs, youth services, drug abuse counseling & treatment and recreation programs.

Ineligible CDBG Activities

- ❖ Buildings for the general conduct of government, such as city halls, courthouses, and police stations.
- ❖ Stadiums, sports arenas, auditoriums, museums and central libraries
(Note: branch libraries may be built in CDBG Target Areas).
- ❖ Purchase of equipment such as construction equipment, fire protection equipment, furnishings, and personal property.
- ❖ Schools
- ❖ Airports, subways, bus or other stations.
- ❖ Hospitals, nursing homes, and other medical facilities.
- ❖ Treatment works for liquid industrial wastes or sewage.
- ❖ Expenses of general government for operation and maintenance of public facilities.
- ❖ Political activities.
- ❖ Direct income payments to residents.

This document is provided for discussion purposes. Actual eligibility may be determined per the US Department of Housing & Urban Development regulations and guidance. For more information please visit:

<https://www.hudexchange.info/programs/cdbg-entitlement/cdbg-entitlement-program-eligibility-requirements/>

Should you have any questions, please contact the Financial Resources Division at (951) 413-3450.

Eligible HOME Activities

- ❖ Loans and grants provided by Participating Jurisdictions (the City of Moreno Valley is a Participating Jurisdiction) to develop and support affordable rental housing and homeownership affordability through acquisition, new construction, reconstruction, or rehabilitation of non-luxury housing (including manufactured housing).
- ❖ Operating expenses and capacity building costs for eligible Community Housing Development Organizations (CHDO).
- ❖ Eligible administrative and planning costs.

Ineligible HOME Activities

- ❖ Project reserve accounts or operating subsidies.
- ❖ Tenant-based rental assistance for the special purposes of the Section 8 program.
- ❖ To provide non-federal matching contributions.
- ❖ To provide assistance to annual contributions for the operation of public housing.
- ❖ Modernization of public housing.
- ❖ Prepayment of low-income housing mortgages.
- ❖ Assistance to a project previously assisted with HOME funds during the period of affordability.

This document is provided for discussion purposes. Actual eligibility may be determined per the US Department of Housing & Urban Development regulations and guidance. For more information please visit:

<https://www.hudexchange.info/home/home-overview/>

Should you have any questions, please contact the Financial Resources Division at (951) 413-3450.

Eligible ESG Activities

- ❖ Homelessness prevention,
- ❖ Street outreach,
- ❖ Emergency shelter,
- ❖ Rapid re-housing assistance, and
- ❖ Homeless Management Information System (HMIS)
- ❖ Administrative activities

Ineligible ESG Activities

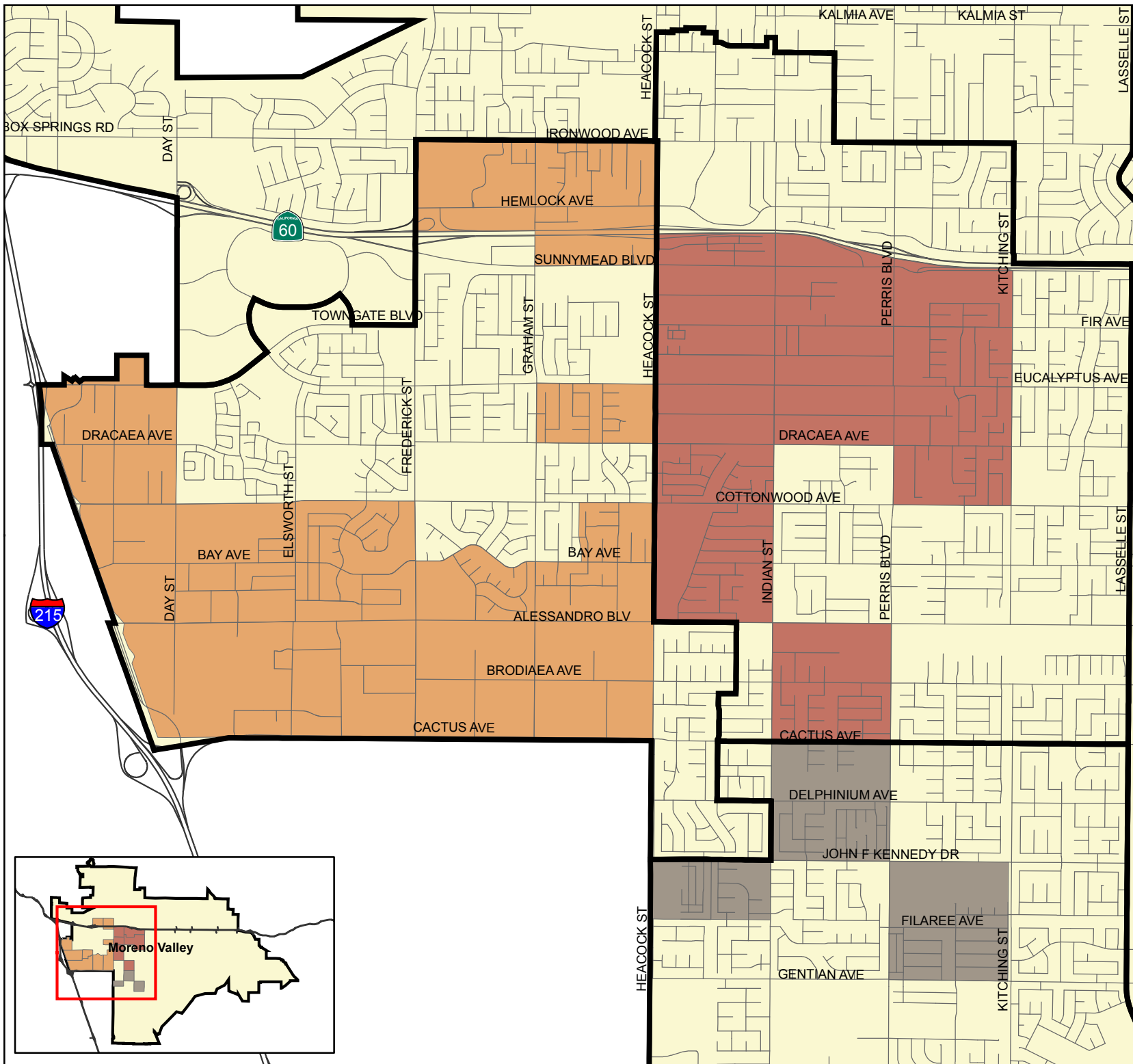
- ❖ Activities not authorized under Code of Federal Regulations, 24 CFR Section 576.21.
- ❖ Projects inconsistent with environmental standards as established by HUD.
- ❖ Improvements to sanctuaries, chapels, or other rooms that faith based organization use as its principal place of worship and/or for inherently religious activities.

This document is provided for discussion purposes. Actual eligibility may be determined per the US Department of Housing & Urban Development regulations and guidance. For more information please visit:

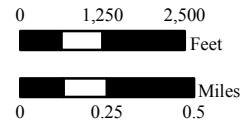
<https://www.hudexchange.info/programs/esg/esg-requirements/>

Should you have any questions, please contact the Financial Resources Division at (951) 413-3450.

CITY OF MORENO VALLEY CDBG TARGET AREAS

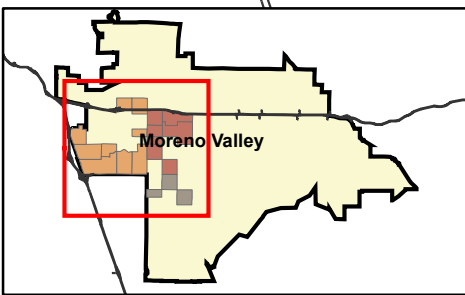


- CDBG Districts**
- District 1
 - District 4
 - District 5
 - Council District Boundaries
 - Moreno Valley



Map Produced by Moreno Valley Geographic Information System
 Geographic Information in:
 State Plane NAD 83 California Zone 61
 G:\ArcMap\Neighborhood Preservation
 CDBG_Target_Areas2015.mxd
 February 3, 2015

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



Attachment: CDBG Target Areas Map (1830 : PUBLIC HEARING TO COLLECT COMMUNITY NEEDS

**CDBG/HOME/ESG Citizen Participation Calendar (Tentative)
for FY 2016-2017 Action Plan**

DUE DATE	ACTION
December 23, 2015	Publication of Notice of upcoming Finance Subcommittee Meeting to Review Policies & Objectives
December 28, 2015	Public Meeting 1: Finance Subcommittee to Review Policies & Objectives
January 4, 2016	Publication of Notice: Public Hearing to Adopt Objectives/Policies - <i>collect Community Needs Comments</i>
January 11, 2016	Post Notice of Funding Availability (NOFA) at City satellite locations, e-mail and direct mail persons on interest list
January 19, 2016	Public Hearing 1: Public Hearing to Adopt Objectives/Policies & <i>Collect Community Needs Comments</i>
January 20, 2016	Publication of Notice: Notice of Funding Availability/Application. <u>APPLICATIONS AVAILABLE FOR DISTRIBUTION</u>
January 20, 2016	Make (bilingual) announcement of application availability via different media: Press release, City website, Facebook, City cable channel, etc.
January 20, 2016	Application Workshop available online
January 27, 2016	Non-Profit Rountable Meeting
February 19, 2016	<u>Applications Due from Non-Profits and City/In-House Applicants</u>
Feb 22-26, 2016	Technical Review Committee (TRC) Reviews Applications
February 24, 2016	<u>Technical Review Committee Meeting. Open to Applicants.</u> This meeting shall provide applicants an opportunity to explain programs in person and Council to ask applicants questions directly.
February 29, 2016	Technical Committee Project Review & Recommendation Issued
February 29, 2016 - March 20, 2016	Riverside County Continuum of Care to Review Proposed ESG activities
March 1, 2016	Publication of Notice: Public Meeting for Finance Subcommittee to Review Project Recommendations and collect Community Needs Comments
March 14, 2016	Public Meeting 2: Conduct Finance Subcommittee Meeting. Committee to arrive at project recommendations for inclusion in the FY 2016-17 Action Plan
March 15, 2016	Publication of Notice: Action Plan Review and Public Comment Period (April 1 - May 1) & Mail Letters to Applicants
April 1, 2016	Action Plan 30-Day Public Comment/Review Period. Comments to be submitted to the Financial Resources Division directly.
April 16, 2016	Publication of Notice: Public Hearing to Adopt Action Plan
April 16, 2016	Mail announcement of Public Hearing to Applicants
April 19, 2015	Public Hearing 2 to Approve FY 2016-17 Action Plan
May 1, 2016	Close of 30 - Day Action Plan Public Comment/Review Period
May 3, 2016	Public Hearing 3 to Approve FY 2016-17 Action Plan
Fri., May 13, 2016	Submittal of 2016-17 Action Plan to HUD

FY 2016-17 Proposed CDBG, HOME, & ESG Objectives and Policies

The City of Moreno Valley has established the following Objectives and Policies in order to give maximum priority to projects and activities that will benefit low-to-moderate income residents. Proposed programs for the upcoming year should fit into one of the categories of Program Objectives. CDBG programs must also fit into one of the listed National Objectives. Staff will abide to the given Policies when reviewing proposed programs for potential funding.

CDBG National Objectives

In order for an activity or program to be eligible for CDBG funding, it must qualify as meeting one or more of the following three national objectives as well as one of the general program objectives below:

- 1) Activities Benefiting Low- and Moderate-income Persons and/or Households:
A low-to-moderate income person or household is one having an income equal to or less than the Section 8 lower income limits established by HUD. This objective includes direct services to the low-to-moderate income, services benefitting a low-income area, or 'limited clientele', who are designated groups presumed by HUD to automatically qualify as low-to-moderate income.
- 2) Activities Which Aid in the Prevention or Elimination of Slums or Blight:
This objective can be achieved on a spot basis, area basis, or address blight in a designated urban renewal area.
- 3) Activities Designed to Meet Community Development Needs Having a Particular Urgency: This objective is given priority under formally declared state of emergencies and is normally used to alleviate urgent conditions caused by major catastrophes, natural disasters, or other emergencies that presents a serious and immediate threat to the health and welfare of the community.

**Objectives and Policies
CDBG, HOME, & ESG Programs (Continued)**

GENERAL PROGRAM OBJECTIVES *(listed alphabetically)*

Capital Improvement Activities

Acquisition, design, construction, and installation of needed public facilities and improvements located in CDBG income eligible Target Areas where infrastructure is missing or substandard. Public facilities and improvements may include street improvements, storm drains, and water and sewer lines. Improvements shall facilitate pedestrian activity, eliminate flooding, and provide for safer streets within the Target Areas.

Economic Development Activities*

Expanded economic opportunities through micro-enterprise loan programs and counseling as well as employment and job skills programs to create and retain jobs for low-and-moderate persons.

Fair Housing Activities *

The promotion of housing choice and support of state and federal fair housing laws to ensure that all residents have access to a decent home in a suitable living environment in the City. Fair Housing activities are met by promoting and affirmatively furthering equitable housing opportunities through education, counseling, enforcement, and training.

This objective also includes the prevention of foreclosure through counseling, mediation, and case management for homeowners facing mortgage delinquency, default, or any stage of foreclosure, thereby maintaining safe, stable neighborhoods and community.

Health, Safety, and Public Welfare

Eliminating conditions which are detrimental to health, safety, and public welfare through interim rehabilitation, community policing, code enforcement, etc.

Historic Preservation*

Restoring and preserving properties formally designated as historic structures.

Homeless/Homeless Prevention Activities

Improve the quality of life for the city's homeless and those threatened with homelessness by extending emergency services aimed at assisting, protecting,

Objectives and Policies CDBG, HOME, & ESG Programs (Continued)

and improving the living conditions and ultimately stabilizing the housing situation of those individual(s).

Housing and Neighborhood Improvement Activities

Conserving and improving housing stock through rehabilitation of units occupied by low-and-moderate income households. Activities are designed to: (1) improve existing substandard or deteriorated housing stock that does not meet building, safety, or fire code and (2) achieve the goals identified in the City's Consolidated Plan.

Public Service Activities*

Improving the quantity and quality of public services, principally for low-and-moderate income persons, including the homeless, elderly, and disabled. The following services are identified by order of priority:

- (1) 'Basic Needs' Related Social Services Programs (such as but not limited to emergency food, shelter (homelessness), and utility assistance)
- (2) Community Public Safety Programs
- (3) Employment Services/Programs and Job (Skills) Training
- (4) Programs offering Low-Cost Transportation
- (5) Free/Low-Cost programs for School-Aged Youth

Slum or Blight Activities

Elimination of slums and blight in order to prevent the deterioration of City neighborhoods, principally in the CDBG Target Areas.

**** These activities pertain to the CDBG Program only.***

**Objectives and Policies
CDBG, HOME, & ESG Programs (Continued)**

POLICIES

In order to meet the objectives and ensure efficient use of CDBG, HOME, and ESG funds, the following policies have been established:

City Projects and Programs

Certain public improvements, such as storm drains, curb, gutter, and sidewalks may at the Council's discretion be given priority and that provide long term benefits to improve low-and-moderate income CDBG Target Areas. Examples of these City sponsored programs include Code Enforcement activities, Community Policing, and Neighborhood Clean-ups.

Provider Collaboration

Providers (local non-profits) that intend to provide similar services and programs to Moreno Valley's low-and-moderate residents shall be given funding priority for combining resources and efforts into a single program. Providers complete and submit a single CDBG or HOME application on behalf of the collaborating group. Funding priority would be given at the time of application review in the form of extra points on their overall application.

Local Services

Providers that are located in the City will be given funding priority when they are providing services equivalent to those offered by providers located outside the City.

The ultimate goal is to have services available and accessible within the City limits to serve all residents, especially those of low-and-moderate income. Prior to final selection of projects, other factors such as track record and experience will need to be considered.

Minimum Grant Level

A minimum grant level of \$10,000 for CDBG, \$25,000 for HOME, and \$75,000 (excluding Homelessness Management Information Systems) for ESG has been established for the purpose of ensuring the most efficient use of these funds. Priority may be given to grant requests that exceed \$15,000, subject to staffing and administrative capabilities.

Project and Program Funding

Pre-existing Projects and Programs having other funding sources, in addition to funds requested through CDBG or ESG will be given priority. CDBG funding is intended to supplement a project or a program and not be its full funding source.

Objectives and Policies CDBG, HOME, & ESG Programs (Continued)

ESG grant funding should be focused on delivery essential services and rental assistance. Therefore, ESG grant funding shall be limited to only covering up to 25% of overhead and personnel costs.

Federal funding varies from year to year as do the needs of the community. It is therefore important for a project or proposal to sustain itself should CDBG or ESG funding not be available. Such an approach will also provide for the maximum leveraging and impact of CDBG and ESG monies.

Minimal Applicant Requirements

In order to ensure an applicant is adequately qualified to administer an activity per the federal statutes and regulations, a set of minimal applicant requirements shall be established for inclusion in the grant application. The requirements shall be reasonable and follow HUD recommendations. It is preferred that a minimum of three-years of successful grant management experience may be required. This must be supported by written documentation; for example conclusive audit results letter.

Multi-Year Contracts/Agreements

For CDBG and ESG, the City shall execute a standard subrecipient agreement and offer the possibility for a one-year extension. Extensions shall be issued only in instances where funding allows, the subrecipient has successfully completed the terms and performance goals in the agreement during the initial year, and shall also be subject to City Council approval.

ESG Match Requirements

Federal regulations require a 100% match for the ESG program. The City shall require the subrecipient be responsible for the full match.

The match may be met with a combination of cash or in-kind services. In-kind matches (as defined by HUD), including in-kind volunteer hours, may not exceed 25% of the full match requirement.

Proof of 100% match is required prior to a notice to proceed and the execution of a contract with the City. Initial documentation of proof of match, including initial award letters, shall be provided with the application for evaluation. Final verifiable third party documentation providing proof of award and availability of funds shall be provided before entering into contract with the City. If proof of award cannot be provided, then any award of ESG funds will be adjusted as necessary based on available match verified.

ESG Program Costs

The City must ensure that all costs charged to ESG are allowable, allocable and reasonable for the proper performance and administration of the award. Direct and indirect project costs should reasonable relative to the total costs of the

**Objectives and Policies
CDBG, HOME, & ESG Programs (Continued)**

project. It is the City's preference that total costs for overhead, general administration, and similar items may not exceed 30% of an overall award amount.

** These activities pertain to the CDBG Program only.*



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: January 19, 2016

TITLE: APPOINTMENT TO THE PARKS AND RECREATION COMMISSION - TEENAGE MEMBER

RECOMMENDED ACTION

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.

SUMMARY

Applications were accepted by the City Clerk's Office to fill a vacancy for the Parks and Recreation Commission (teenage member position) with a term expiring January 27, 2016. 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 Parks and Recreation Commission has one vacant teen member position with a term expiring three years after the effective date of appointment, or until high school graduation, whichever comes first. The City Clerk's Office received one application from Andre N. Gutierrez, the incumbent.

The Parks and Recreation Commission considers matters pertaining to the administration, operation, development, improvement and maintenance of parks, recreation facilities, and parks and recreation programs within the City.

ALTERNATIVES

Teenage members on the Parks and Recreation Commission provide input on activities and programs for teenagers in the City. Choosing to fill the teen position on the Parks and Recreation Commission will result in increased participation of the teenage population, which 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 Notice of Opening
- 2. Publication of the agenda
- 3. Report and agenda emailed to applicant

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

- 1. Effective date of the appointment would be after the expiration of the existing term

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/02/16 5:36 PM
City Attorney Approval	<u>✓ Approved</u>	1/04/16 8:49 AM
City Manager Approval	<u>✓ Approved</u>	1/06/16 11:38 AM



Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, City Manager

AGENDA DATE: January 19, 2016

TITLE: SIGNATURE AUTHORITY OF CITY MANAGER
(CONTINUED FROM DECEMBER 15, 2015)

RECOMMENDED ACTION

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.

SUMMARY

Mayor Molina directed that an item to decrease the City Manager's signature authority from \$100,000 to \$25,000 be placed on the December 15, 2015 agenda.

DISCUSSION

On June 9, 2015, the City Council reviewed and discussed the idea of decreasing the City Manager's signature authority from \$100,000 to \$50,000. The staff report for that item was prepared by the Financial and Management Services Department and is attached. At that time the item was tabled for further discussion.

ALTERNATIVES

1. Review and discuss.
2. Take whatever action the City Council deems appropriate.

FISCAL IMPACT

See attached staff report from June 9, 2015.

NOTIFICATION

None.

PREPARATION OF STAFF REPORT

Prepared By:
Michelle Dawson
City Manager

CITY COUNCIL GOALS

None

ATTACHMENTS

- 1. City Manager Signature Authority Staff Report 6-9-15

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	12/03/15 2:46 PM
City Attorney Approval	<u>✓ Approved</u>	12/03/15 2:46 PM
City Manager Approval	<u>✓ Approved</u>	12/03/15 2:53 PM

HISTORY:

12/15/15 City Council CONTINUED
Next: 01/19/16



Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 9, 2015

TITLE: SIGNATURE AUTHORITY OF CITY MANAGER

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Review the signature authority previously delegated to the City Manager by the City Council.

SUMMARY

On June 9, the City Council will be presented with the Proposed Budget for Fiscal Years 2015/16-2016/17. Once the final budget is approved by City Council, all financial activities will be restricted by these approved budget limits. Following the adoption of the budget, the actions to carry out the expenditures are delegated through the levels of procurement signature that are determined by City Council Resolution No. 2008-115 which currently authorizes the City Manager (or designee) authority to enter into contracts and to procure materials up to \$100,000. Fiscal Policy 3.18 Procurement Policy complies with this resolution and further directs staff in the procurement process and directs compliance with all signature authority levels.

DISCUSSION

Per the City's Municipal Code section 3.12, delegation by the City Council for authority to award contracts and procurements shall be as set forth in a resolution of the City Council. The current delegated signature authority, as established in Resolution No. 2008-115, delegates to the City Manager (or designee) authority up to \$100,000. In no case may this authority exceed specific appropriations in the City's annual budget, as approved by the City Council.

A survey conducted through the California Association of Public Procurement Officials of cities with a population similar to Moreno Valley or in close proximity to Moreno Valley is displayed in the following chart. The City’s \$100,000 threshold for City Manager delegated signature authority is comparable to the average of the following list.

City / Agency	Population	City Council/Board Approval Amount Threshold	Comments
Anaheim	345,556	\$ 100,000	All instances
Chula Vista	227,723	\$ 100,000	Materials/Equipment
Chula Vista	227,723	\$ 50,000	Public Works and Professional Services
Corona	146,164	\$ 125,000	All instances
Elk Grove	160,688	\$ 50,000	All instances
Escondido	141,788	\$ 100,000	All instances
Huntington Beach	202,250	\$ 100,000	Materials/Equipment
Huntington Beach	202,250	\$ 50,000	Professional Services
Irvine	202,079	\$ 1,000,000	All instances
Lancaster	143,818	\$ 125,000	All instances
Ontario	172,701	\$ 100,000	All instances
Oxnard	192,996	Unlimited	Good and Services
Oxnard	192,996	\$ 250,000	Public Works
Riverside	350,000	\$ 50,000	All instances
Santa Clarita	210,000	\$ 50,000	All instances
Santa Rosa	158,000	\$ 100,000	All instances
Thousand Oaks	129,000	\$ 175,000	Construction
Thousand Oaks	129,000	\$ 50,000	Equipment and Services
Torrance	147,000	\$ 40,000	Full service Charter City

Additionally, based on a survey conducted by the City of Riverside and presented to their Finance Committee on September 10, 2014, the comparable average threshold for City Managers is approximately \$100,000.

Attachment: City Manager Signature Authority Staff Report 6-9-15 (1829 : SIGNATURE AUTHORITY OF CITY MANAGER)

City	Formal Procurement Threshold
Los Angeles	\$ 100,000
San Diego	\$ 50,000
San Jose	\$ 100,000
San Francisco	\$ 50,000
Fresno	\$ 129,000
Sacramento	\$ 100,000
Long Beach	\$ 200,000
Oakland	\$ 150,000
Bakersfiled	\$ 40,000
Anaheim	\$ 100,000
Santa Ana	\$ 10,000
Riverside	\$ 50,000
Stockton	\$ 32,000
Chula Vista	\$ 100,000

If the City Manager’s signature authority were to be decreased from \$100,000 to \$50,000, any future contracts exceeding \$50,000 would need to be presented to the City Council to award the contract. Although funding for all contracts requires City Council approval, reducing the City Manager approval level would result in nearly double the amount of vendor and contract awards which would need to be brought forward for City Council approval. In fiscal year 2014/15, an additional 57 staff reports would have been researched, written, reviewed, and approved through the agenda process. Staff work for the preparation of a staff report for each of these additional Council awarded contracts would increase and could delay related services until such time as they could be calendared on the City Council agenda.

The City’s budget must be approved by City Council. The subsequent selection of a vendor or consultant must adhere to the City Council approved procurement policy and contracting process, which may involve an informal or formal Request for Proposal or Bidding process. Following the system of checks and balances the City Manager may then, and only within the restrictions of the budget and procurement policy, sign for items within the delegated approval level. When payments are issued for completed services or material received, notice of the payments are reported to City Council and to the public through the publication of the Payment Register to the City’s website and included in City Council communication.

ALTERNATIVES

1. Review and discuss. Staff recommends no change to the current signature levels, acknowledging the current authority adheres strictly to council-approved expenditures, is efficient, preserves checks and balances and is transparent.
2. Direct staff to provide a monthly report to City Council identifying the contracts authorized by the City Manager that fall within the current signature authority

Attachment: City Manager Signature Authority Staff Report 6-9-15 (1829 : SIGNATURE AUTHORITY OF CITY MANAGER)

level while maintaining the City Manager’s level of authority at an amount not to exceed \$100,000.

- 3. Change to Resolution No. 2008-115 to decrease the signature authority for the City Manager for contracts and other procurement transactions from \$100,000 to \$50,000 or other designated amount.

FISCAL IMPACT

There is no fiscal impact if the current signature level is maintained. Decreasing the signature level will have an impact in work productivity and production. Reducing the signature threshold would also delay implementation in lower value contracts.

ATTACHMENTS

No attachments.

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Rix Skonberg
Purchasing & Facilities Division Manager

CITY COUNCIL GOALS

None

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/03/15 8:23 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	

RESULT:	APPROVED [3 TO 2]
MOVER:	George E. Price, Council Member
SECONDER:	Jeffrey J. Giba, Council Member
AYES:	Jeffrey J. Giba, D. LaDonna Jempson, George E. Price
NAYS:	Jesse L. Molina, Dr. Yxstian A. Gutierrez

Attachment: City Manager Signature Authority Staff Report 6-9-15 (1829 : SIGNATURE AUTHORITY OF CITY MANAGER)



Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, City Manager

AGENDA DATE: January 19, 2016

TITLE: OPTIONS FOR APPOINTMENT OF CITY TREASURER
(CONTINUED FROM DECEMBER 15, 2015)

RECOMMENDED ACTION

Recommendations: That the City Council:

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

SUMMARY

This report supports continued City Council discussion of options for the appointment of the City Treasurer position.

DISCUSSION

On September 22, 2015, the City Council discussed the appointment of the City Treasurer (see Attachment 1 for the staff report from that meeting.) Following Council discussion the item was continued to December 2015 for further consideration.

The appointment of the City Treasurer, and the functions and duties of the position, are established pursuant to California Government Code and the City's Municipal Code (the specific sections are referenced in the attached staff report from September 22.)

Since the City's incorporation, the position of City Treasurer has been held by the employee who also serves as the Finance Director/Chief Financial Officer. The City Manager has selected and appointed the Finance Director/Chief Financial Officer and the City Council has subsequently adopted a Resolution to appoint that staff member to serve as City Treasurer.

This report outlines key duties performed in the various capacities of the Chief Financial Officer (CFO) and City Treasurer, as well as options available to the Council for assignment of Treasurer responsibilities.

Chief Financial Officer:

- Leads the Financial and Management Services Department (FMS), which includes the following Divisions:
 - Financial Operations: provides full accounting services including internal and external reporting for the City, Community Services District, Successor Agency and Housing Authority; payroll; accounts payable; and debt administration. This division also administers the annual audit process and is responsible for determining the propriety and legality of all financial transactions in accordance with laws, regulations, accounting standards, and Council and administrative policy.
 - Treasury Operations: manages accounts receivable, business licensing and cashing, daily cash management, oversight of the investment portfolio, and implementation of controls to safeguard cash. This division is also responsible for developing and conducting revenue audits to ensure compliance with City ordinances and other laws and regulations that govern City revenues.
 - Financial Resources: provides long-range financial planning, annual budgeting, Affordable Housing, Community Development Block Grants, HOME Improvement partnership, and the Neighborhood Stabilization Program.
 - Technology Services: provides city-wide support for the computer network and security, including desktop support and Internet access; support for databases and various enterprise software applications including Enterprise Resource Planning system, Permits system, Document Imaging system, Customer Relationship Management (CRM) system, and Work Order system. The division also supports the City's Geographic Information System (GIS), communications backbone, telephone system and two-way radio communications. Responsibilities of the division's Media and Communications section include MVTV-3, graphics and the maintenance of the City website.
 - Moreno Valley Utility: The Moreno Valley Utility (MVU) manages the operation, maintenance and business planning of the City's electric utility. MVU purchases and distributes electricity to more than 5,900 customers in newly developed areas of the City.

City Treasurer: Carries out Treasurer functions as outlined in the California Government Code.

- Oversees the management of City investments in full compliance with investment policies adopted annually by the City Council following review by the City Council's Finance Sub-Committee.
- Receives and safeguards all funds under the City's control.
- Complies with all laws governing the deposit and securing of public funds and the handling of trust funds managed by the City.
- Oversees the issuance of payment warrants as approved by authorized officers of the City.
- Submits regular (at least monthly) written reports to the City Council's Finance Sub-Committee and to the City Council which account for all receipts, disbursements, and fund balances.
- Collects City taxes and license fees as prescribed by Ordinance.
- Appoints deputies to carry out technical duties, while retaining responsibility (along with bondsmen) for all actions taken by these deputies.

Options for Appointment of City Treasurer: The City Council in each General Law City has several options with regard to appointment of the City Treasurer position. For the purposes of discussion and possible action, basic options are outlined below:

1. Maintain the existing process whereby the City Council may appoint the Chief Financial Officer to serve as City Treasurer, with all policy oversight pertaining to Treasurer functions vested solely with the City Council via its Finance Sub-Committee.
2. Separate the Treasurer functions from the CFO position and designate an existing City employee to carry out Treasurer duties with oversight and direction from the City Council via the Finance Sub-Committee.

While most commonly included within the purview of a CFO/Finance Director, the functions of the Treasurer are sometimes assigned to employees other than the CFO/Finance Director. For example, the City Manager in the City of Rancho Mirage also has the title of Treasurer.

In the City's current structure, the Council may also consider assigning Treasurer duties to the Treasury Operations Division Manager who currently manages the day-to-day activities in this area.

3. Separate the Treasurer functions from the CFO position and create an additional Management level City position solely to perform Treasurer functions on a full or part-time basis with oversight and direction from the City Council via the Finance Sub-Committee.
4. Separate the Treasurer functions from the CFO position and place an item on an upcoming ballot for the electors to decide if the position of City Treasurer shall be an elected office and perform these duties in a manner consistent with Council-approved policies but independent of ongoing City Council direction.
5. Separate the Treasurer functions from the CFO position and create an unpaid position to which a volunteer could be appointed solely to perform Treasurer functions on a part-time basis with oversight and direction from the City Council via the Finance Subcommittee.

ALTERNATIVES

1. Discuss options related to appointment of the City Treasurer and provide direction to staff.
2. Take whatever action Council deems appropriate.
3. Take no action at this time.

FISCAL IMPACT

There would be no additional costs associated with Options 1, 2, and 5 as outlined in the Discussion section of this report.

Costs to implement Options 3 or 4 as outlined in the Discussion section of this report would be determined based upon creation of a new appointed or elected position, the scope of duties and Council approval of the associated salary level.

NOTIFICATION

None.

PREPARATION OF STAFF REPORT

Prepared By:
Michelle Dawson
City Manager

CITY COUNCIL GOALS

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

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

ATTACHMENTS

- 1. Sept 22 2015 Staff Report Appoint Treasurer

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	12/03/15 6:54 AM
City Attorney Approval	<u>✓ Approved</u>	12/03/15 9:41 AM
City Manager Approval	<u>✓ Approved</u>	12/03/15 10:00 AM

HISTORY:

12/15/15	City Council	CONTINUED
Next: 01/19/16		



Report to City Council

TO: Mayor and City Council

FROM: Steve Quintanilla, Interim City Attorney

AGENDA DATE: September 22, 2015

TITLE: RESOLUTION NO. 2015-63 APPOINTING CITY TREASURER

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Take whatever action it deems appropriate.

SUMMARY

California Government Code Section 34856 provides that when the office of the City Treasurer is made appointive, the appointment shall be made by the City Council.

Pursuant to Moreno Valley Municipal Code ("MVMC") Section 2.15.010, the City Treasurer holds such office at the pleasure of the City Council and pursuant to Government Code Section 41007 the Treasurer shall receive such compensation as may be provided by the City Council.

MVMC Section 2.15.030 further provides that the function of the City Treasurer shall be to perform such duties as are prescribed by California Government Code Sections 41000 through 41007, and by any other provisions of law applicable to the deposit, investment and safekeeping of public funds of the City. Specifically, the duties of the Treasurer under the Government Code include the following:

- The Treasurer shall receive and safely keep all money coming into her/his hands as Treasurer.
- The Treasurer shall comply with all laws governing the deposit and securing of public funds and the handling of trust funds in the Treasurer's possession.
- The Treasurer shall pay out money only on warrants signed by legally designated persons.

- Regularly, at least once each month, the Treasurer shall submit to the City Clerk a written report and accounting of all receipts, disbursements, and fund balances and file a copy with the City Council.
- The Treasurer shall perform such duties relative to the collection of City taxes and license fees as are prescribed by ordinance.

In addition, the Treasurer may appoint deputies for whose acts she/he and her/his bondsmen are responsible.

On September 28, 2010, the City Council adopted Resolution No. 2010-86, appointing Richard Teichert as the City Treasurer until such time that such appointment was rescinded or until a new City Treasurer was appointed by City Council. Mr. Teichert's primary appointment is as Chief Financial Officer (leading the Financial and Management Services Department).

In light of the foregoing, if the City Council wants to appoint someone else to serve as the City's Treasurer, it is recommended that the appointment be made by via the adoption of a resolution, similar to the one attached hereto, at a subsequent meeting.

PREPARATION OF STAFF REPORT

Prepared By: Steven B. Quintanilla, Interim City Attorney

CITY COUNCIL GOALS

None

ATTACHMENTS

1. Resolution No. 2015-63_Appointing City Treasurer

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	9/16/15 11:44 AM
City Manager Approval	<u>✓ Approved</u>	

RESULT:	CONTINUED [UNANIMOUS]
MOVER:	Jesse L. Molina, Mayor
SECONDER:	Jeffrey J. Giba, Council Member
AYES:	Molina, Gutierrez, Giba, Jempson, Price

Attachment: Sept 22 2015 Staff Report Appoint Treasurer (2015-118 : OPTIONS FOR APPOINTMENT OF CITY TREASURER)