



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

**October 2, 2018**

**REGULAR MEETING – 6:00 PM**

**City Council Study Sessions**

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

**City Council Meetings**

Special Presentations – 5:30 P.M.

First & Third Tuesday of each month – 6:00 p.m.

**City Council Closed Session**

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

City Hall Council Chamber – 14177 Frederick Street

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

Dr. Yxstian A. Gutierrez, Mayor

Victoria Baca, Mayor Pro Tem  
Ulises Cabrera, Council Member

David Marquez, Council Member  
Jeffrey J. Giba, Council Member

**AGENDA**  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**October 2, 2018**

**CALL TO ORDER - 5:30 PM**

**SPECIAL PRESENTATIONS**

1. Business Spotlight
2. Proclamation recognizing October 7 through 13 as Public Power Week
3. Proclamation recognizing October 7 through October 13 as Fire Prevention Week
4. Proclamation recognizing the month of October as National Community Planning Month



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

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

**REGULAR MEETING – 6:00 PM  
OCTOBER 2, 2018**

**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**

Reverend Mark Krom, Moreno Valley United Methodist Church

**ROLL CALL**

**INTRODUCTIONS**

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

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

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

## **JOINT CONSENT CALENDARS (SECTIONS A-D)**

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

### **A. CONSENT CALENDAR-CITY COUNCIL**

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

**Recommendation:** Waive reading of all Ordinances.

- A.2. MINUTES - CITY COUNCIL - CLOSED SESSION - SEP 18, 2018 4:30 PM

**Recommendation:** Approve as submitted.

- A.3. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 18, 2018 6:00 PM

**Recommendation:** Approve as submitted.

- A.4. BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE  
(Report of: City Clerk)

**Recommendations:**

1. That the City Council adopt a Resolution, of the City Council of the City of Moreno Valley, California, Adopting an Amended Conflict of Interest Code by Reference to the Fair Political Practices Commission's Standard Model Conflict of Interest Code, And Repealing All Prior Enactments on the Same Subject
2. That the City Council serving as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley adopt a Resolution, adopting an amended Conflict of Interest Code to amend the list of designated employees having filing requirements, and repeal all prior enactments on the same subject.
3. That the City Council serving as Community Services District of the City of Moreno Valley adopt a Resolution, adopting an amended Conflict of Interest Code by reference to the fair political practices commission's standard model conflict of interest code, and repealing all prior enactments on the same subject.

4. That the City Council serving as the Housing Authority of the City of Moreno Valley adopt a Resolution, adopting an amended Conflict of Interest Code by reference to the fair political practices commission's standard model conflict of interest code, and repealing all prior enactments on the same subject.

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

**Recommendation:**

1. Ratify the list of personnel changes as described.

A.6. AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO E. E. ELECTRIC, INC. FOR THE ALESSANDRO CROSSTOWN TIE IMPROVEMENTS, PROJECT NO. 805 0044 (Report of: Financial & Management Services)

**Recommendations:**

1. Award the construction contract to E. E. Electric, Inc., PO Box 465, Mira Loma, CA 91752, the lowest responsible bidder, for the Alessandro Crosstown Tie Project.
2. Authorize the City Manager to execute a contract with E. E. Electric, Inc.
3. Authorize the issuance of a Purchase Order to E. E. Electric, Inc. for the amount of \$3,015,312 (\$2,622,010 bid amount plus 15% contingency) when the contract has been signed by all parties.
4. Authorize the Chief Financial Officer/City Treasurer to execute any subsequent related minor change orders to the contract with E. E. Electric, Inc. up to, but not exceeding, the 15% contingency amount of \$393,302, subject to the approval of the City Attorney.
5. Amend the FY 2017/2018 & 2018/2019 Adopted Capital Improvement Plan and Appropriate \$526,000 from the Moreno Valley Utility Fund (Account No. 6011 30 80 80005 720199) to cover the construction and administrative costs.

A.7. APPROVE PROFESSIONAL CONSULTANT SERVICES AGREEMENTS WITH PARSONS TRANSPORTATION GROUP FOR THE STATE ROUTE 60/MORENO BEACH DRIVE PHASE 2 INTERCHANGE IMPROVEMENTS AND SR-60/NASON STREET OVERCROSSING IMPROVEMENTS PROJECTS (Report of: Public Works)

**Recommendations:**

1. Approve an Agreement for Professional Consultant Services with Parsons Transportation Group Inc. (Parsons) to provide environmental and specified engineering design services in the amount of \$600,000 for the SR-60/Moreno Beach Drive Phase 2 Interchange project;
2. Approve a separate Agreement for Professional Consultant Services with Parsons Transportation Group Inc. (Parsons) to provide professional engineering services in the amount of \$60,000 for the SR-60/Nason Street Overcrossing Improvements project;
3. Authorize the City Manager to execute the agreements with Parsons, subject to the approval by the City Attorney;
4. Authorize the issuance of a Purchase Order to Parsons for the SR-60/Moreno Beach Drive Phase 2 Interchange Improvements in the amount of \$600,000 and authorize the issuance of a Purchase Order to Parsons for the SR-60/Nason Street Overcrossing Improvements in the amount of \$60,000 when the agreements have been signed by all parties; and
5. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Agreements for Professional Consultant Services with Parsons, not to exceed the Purchase Order amounts, subject to the approval by the City Attorney.

A.8. AUTHORIZATION TO AWARD MAINTENANCE AND ENHANCEMENT CONTRACT FOR THE CITYWIDE CAMERA SYSTEM TO HITACHI VANTARA – RFP NO. 2018-024 (Report of: City Manager)

**Recommendations:**

1. Award contract to Hitachi Vantara, 2845 Lafayette Street, MS3208, Santa Clara, CA 95050, the highest qualified proposal for the maintenance and enhancement of the Citywide Camera System.
2. Authorize the City Manager to execute a contract with Hitachi Vantara.

3. Authorize the issuance of Purchase Orders to Hitachi Vantara according to the annual schedule in the Fiscal Impact section below (the five-year total is not-to-exceed the amount of \$1,029,821.63 (\$936,201.63 in maintenance and \$93,620 (10%) in contingency) when the contract has signatures from all parties.
4. Authorize the City Manager to execute any subsequent related amendments to the contract with Hitachi Vantara during the life of the contract, subject to approval by the City Attorney.
5. Authorize the City Manager to execute any subsequent purchases for system enhancements with Hitachi Vantara during the life of the contract up to a 10% contingency amount of (\$93,620) according to the discounts competitively obtained through this process, with budgeted funding and statements of work approved by the City Attorney.

A.9. APPROVE THE SECOND AMENDMENT TO AGREEMENT WITH DATA TICKET, INC. FOR PARKING CONTROL PROGRAM SERVICES (Report of: Community Development)

**Recommendations:**

1. Approve the Second Amendment to Agreement with Data Ticket, Inc. for Parking Control program services.
2. Authorize the City Manager, or his designee, to execute the second amendment with Data Ticket, Inc. subject to the approval as to form by the City Attorney.

A.10. ACCEPTANCE OF THE TRANSFORMATIVE CLIMATE COMMUNITIES GRANT AWARD AND AUTHORIZATION TO AWARD TO MIG, INC., A PROJECT-RELATED SERVICES AGREEMENT FOR THE PREPARATION OF A DISADVANTAGED COMMUNITIES OUTREACH TOOLBOX, ENGAGE MOVAL (Report of: Community Development)

**Recommendation:**

1. Accept the Transformative Climate Communities Planning grant award of \$93,960 from the Strategic Growth Council.
2. Authorize the City Manager, or his designee, to execute on behalf of the City of Moreno Valley, applications and other related documents required by the Strategic Growth Council for participation in the Transformative Climate Communities Program as well as for the purpose of obtaining funding assistance provided by the State Department of Conservation.

3. Approve and award a Project-Related Services Agreement with a “Not-to-Exceed” fee with MIG, Inc., to complete an outreach toolbox targeted to disadvantaged communities.
  4. Authorize the City Manager, or his designee, to execute a Project-Related Services Agreement with MIG, Inc., subject to the approval as to form by the City Attorney.
  5. Authorize the Chief Financial Officer, or his designee, to approve a purchase order in the amount of \$93,795 to MIG, Inc., in accordance with approved terms of the Agreement.
  6. Authorize the Chief Financial Officer, or his designee, to make any necessary budget adjustments as stated in the Fiscal Impact section.
- A.11. Second Reading and consideration of Adoption of Ordinance No. 943 authorizing a Change of Zone for the property located at the northwest corner of Brodiaea Avenue and Heacock Street (Report of: Community Development)

**Recommendation:**

That the City Council adopt Ordinance No. 943.

**B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT**

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

**Recommendation:** Waive reading of all Ordinances.

- B.2. MINUTES of Sep 18, 2018 4:30 PM (See A.2)

**Recommendation:** Approve as submitted.

- B.3. MINUTES of Sep 18, 2018 6:00 PM (See A.3)

**Recommendation:** Approve as submitted.

**C. CONSENT CALENDAR - HOUSING AUTHORITY**

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

**Recommendation:** Waive reading of all Ordinances.

C.2. MINUTES of Sep 18, 2018 4:30 PM (See A.2)

**Recommendation:** Approve as submitted.

C.3. MINUTES of Sep 18, 2018 6:00 PM (See A.3)

**Recommendation:** Approve as submitted.

#### **D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES**

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

**Recommendation:** Waive reading of all Ordinances.

D.2. MINUTES of Sep 18, 2018 4:30 PM (See A.2)

**Recommendation:** Approve as submitted.

D.3. MINUTES of Sep 18, 2018 6:00 PM (See A.3)

**Recommendation:** Approve as submitted.

#### **E. PUBLIC HEARINGS**

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

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

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

#### **G. GENERAL BUSINESS**

G.1. APPROVE CALTRANS ADOPT-A-HIGHWAY PROGRAM AGREEMENT WITH ADOPT-A-HIGHWAY LITTER REMOVAL SERVICES OF AMERICA, INC. FOR LITTER REMOVAL AND VEGETATION CONTROL ON SR 60 FREDERICK/PIGEON PASS INTERCHANGE, AND ADOPT THE PROPOSED RESOLUTION (Report of: Public Works)

**Recommendations:**

1. Approve Agreement for California Department of Transportation (Caltrans) Adopt-a-Highway program with Adopt-a-Highway Litter Removal Services of America, Inc. (AAH-LRSA) for litter removal and vegetation control on State Route (SR) 60 Frederick/Pigeon Pass interchange in the amount of \$43,600 and authorize the City Manager to execute the Agreement; and

2. Adopt Resolution No. 2018-XX, a Resolution of the City Council of the City of Moreno Valley, California, authorizing the City Manager to execute agreements, amendments, encroachment permits, and associated documents, subject to the City Attorney's approval, with Caltrans and Contracted Sponsors for the Adopt-a-Highway program, up to \$175,000 per project, per year, dependent upon the availability of funds in the City Council approved budget, and in accordance with Purchasing policies and applicable regulations.

## **H. REPORTS**

### **H.1. CITY COUNCIL REPORTS**

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Agency (RCHCA)

Riverside County Transportation Commission (RCTC)

Riverside Transit Agency (RTA)

Western Riverside Council of Governments (WRCOG)

Western Riverside County Regional Conservation Authority (RCA)

School District/City Joint Task Force

### **H.2. CITY MANAGER'S REPORT**

(Informational Oral Presentation - not for Council action)

### **H.3. CITY ATTORNEY'S REPORT**

(Informational Oral Presentation - not for Council action)

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

## **ADJOURNMENT**



## **PUBLIC INSPECTION**

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

## **CERTIFICATION**

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

City Hall, City of Moreno Valley  
14177 Frederick Street

Moreno Valley Library  
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center  
25075 Fir Avenue

Pat Jacquez-Nares, CMC & CERA  
City Clerk

Date Posted: September 27, 2018

**TO:**

**FROM:** Pat Jacquez-Nares, City Clerk

**AGENDA DATE:** October 2, 2018

**TITLE:** BUSINESS SPOTLIGHT

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**RECOMMENDED ACTION**

**CITY COUNCIL GOALS**

None

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

None

**APPROVALS**

**TO:**

**FROM:** Pat Jacquez-Nares, City Clerk

**AGENDA DATE:** October 2, 2018

**TITLE:** PROCLAMATION RECOGNIZING OCTOBER 7 THROUGH  
13 AS PUBLIC POWER WEEK

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**RECOMMENDED ACTION**

**CITY COUNCIL GOALS**

None

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

None

**APPROVALS**

**TO:**

**FROM:** Pat Jacquez-Nares, City Clerk

**AGENDA DATE:** October 2, 2018

**TITLE:** PROCLAMATION RECOGNIZING OCTOBER 7 THROUGH  
OCTOBER 13 AS FIRE PREVENTION WEEK

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**RECOMMENDED ACTION**

**CITY COUNCIL GOALS**

None

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

None

**APPROVALS**

**TO:**

**FROM:** Pat Jacquez-Nares, City Clerk

**AGENDA DATE:** October 2, 2018

**TITLE:** PROCLAMATION RECOGNIZING THE MONTH OF  
OCTOBER AS NATIONAL COMMUNITY PLANNING  
MONTH

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**RECOMMENDED ACTION**

**CITY COUNCIL GOALS**

None

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

None

**APPROVALS**

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

**CLOSED SESSION – 4:30 PM  
September 18, 2018**

**CALL TO ORDER**

The Closed Session of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, and Housing Authority was called to order at 4:31 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

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

**ROLL CALL**

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

**PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY**

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

**CLOSED SESSION**

City Attorney Koczanowicz announced that the City Council would recess to Closed Session to discuss the items as listed on the agenda and that staff did not anticipate any reportable action.

Minutes Acceptance: Minutes of Sep 18, 2018 4:30 PM (CONSENT CALENDAR-CITY COUNCIL)

The Closed Session will be held pursuant to Government Code:

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

1. Paulek v. COMV et al. Riverside County Superior Court Case No. RIC 1510967
2. Huff v. COMV et al. Riverside County Superior Court Case No. RIC 1614590

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

Mayor Gutierrez reconvened the City Council in the Council Chamber from their Closed Session at 5:31 p.m.

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

City Attorney Koczanowicz announced there was no reportable action taken in Closed Session.

**ADJOURNMENT**

There being no further business to come before the City Council, Mayor Gutierrez adjourned the Closed Session at 5:31 p.m.

Submitted by:

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

Approved by:

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Dr. Yxstian A. Gutierrez  
 Mayor  
 City of Moreno Valley  
 President, Moreno Valley Community Services District  
 Chairperson, City as Successor Agency for the Community  
 Redevelopment Agency of the City of Moreno Valley  
 Chairperson, Moreno Valley Housing Authority  
 Chairperson, Board of Library Trustees



**MINUTES**  
**CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY**  
**September 18, 2018**

**CALL TO ORDER - 5:30 PM**

**SPECIAL PRESENTATIONS**

1. Presentation recognizing the City of Moreno Valley Employee of the Second Quarter, Quang Nguyen
2. Presentation recognizing the achievement of the Athletic Football Club U-14
3. Proclamation Recognizing 25 Years of Metrolink Service in Riverside County

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

**REGULAR MEETING – 6:00 PM  
September 18, 2018**

**CALL TO ORDER**

The Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:10 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by City Clerk Jacquez-Nares.

**INVOCATION**

Reverend James Stern, Minister of Racial Reconciliation Outreach Ministry

**ROLL CALL**

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

**INTRODUCTIONS**

Staff:	Pat Jacquez-Nares	City Clerk
	Angel Migao	Executive Assistant to the Mayor and City Council
	Marshall Eyerman	Chief Financial Officer/City Treasurer
	Martin Koczanowicz	City Attorney
	Tom DeSantis	City Manager
	Allen Brock	Assistant City Manager

Minutes Acceptance: Minutes of Sep 18, 2018 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Mike Lee	Economic Development Director
Rick Sandzimier	Community Development Director
Tyler Clark	Lt. Administration/Division Commander
Mark League	Battalion Chief Fire Department
Kathleen Sanchez	Human Resources Director
Patti Solano	Parks and Community Services Director
Michael Wolfe	Public Works Director/City Engineer

Mayor Gutierrez thanked staff for their work and the residents for attending the meeting.

Because of the size of the crowd Mayor Gutierrez announced that Item No. E.2 would be heard first.

Council Member Giba raised a point of order.

Mayor Gutierrez recessed the City Council meeting at 6:13 p.m.

Mayor Gutierrez reconvened the City Council meeting at 6:15 p.m.

#### **ITEM NOS. E.2 AND E.3 WERE TAKEN OUT OF ORDER PRIOR TO PUBLIC COMMENTS**

E.2: Brodiaea Commerce Center (RESO. NOS. 2018-73 AND 2018-74) (ORD. NO. 943) (Report of: Community Development)

Associate Planner Descoteaux provided the report.

Council Member Cabrera requested more information regarding the two public comments mentioned in the report.

Associate Planner Descoteaux supplied the details.

Mayor Gutierrez opened the Public Hearing at 6:23 p.m.

#### Clark Neuhoff

Representing the applicant, Alere Property Group, described the project.

The following people spoke in support of the project: Roy Bleckert, Pete Bleckert, Mike Day, Juan Muñoz, Rafael Brugueras and Louise Palomarez.

Mayor Gutierrez closed the Public Hearing at 6:37 p.m.

Community Development Director Sandzimier remarked on the issues raised in the opposition letter from Abigail Smith.

Council Member Marquez questioned the applicant on the extent of their outreach effort.

Mr. Neuhoff confirmed that certified notifications were mailed to forty-eight residents within the proposed project area.

Council Member Marquez communicated his concern with the lack of opposition, as residents in that area of the city regularly condemn the increased traffic that accompanies warehouses.

Council Member Cabrera queried as to the location of the delivery truck entrance and whether the developer has considered adopting environmentally friendly business practices.

Mr. Neuhoff stated that the one truck entrance is off of Brodiaea Avenue and noted that some projects do incorporate sustainable design and the proposed project may as well.

Council Member Giba questioned if a condition stipulating traffic patterns was included in the project.

Transportation Division Manager/City Traffic Engineer Lewis noted that the truck distribution is using all the existing truck routes.

Mayor Pro Tem Baca expressed her appreciation of the comprehensive environmental impact report and the level of support for the project.

Mayor Gutierrez indicated his satisfaction of the local hire agreement.

**Recommendations: That the City Council:**

1. **ADOPT** Resolution No. 2018-73; A Resolution of the City Council of the City of Moreno Valley **CERTIFYING** the Final Environmental Impact Report (FEIR, PEN17-0145) prepared for the Brodiaea Commerce Center, inclusive of all related applications on file with the Community Development Department, incorporated herein by this reference, whereby the Final EIR has been completed in compliance with the California Environmental Quality Act, and the information and findings contained in the Mitigation Monitoring and Reporting Program and the Facts, Findings and Statement of Overriding Considerations reflects the City's independent judgment and analysis; and **ADOPTING** the Mitigation Monitoring and Reporting Program and **ADOPTING** the Facts, Findings and Statement of Overriding Considerations prepared for the Brodiaea Commerce Center project; and

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Victoria Baca, Mayor Pro Tem  
**SECONDER:** Jeffrey J. Giba, Council Member

**AYES:** Gutierrez, Baca, Marquez, Cabrera, Giba

2. **INTRODUCE** and conduct the first reading by title only of Ordinance No. 943 approving a Zone Change (PEN17-0144) from Business Park (BP) to Light Industrial (LI), and removing a portion of the site from the Mixed-Use Overlay Neighborhood (MUN) District for the areas described in the Ordinance, based on the findings in the Ordinance, and the revised Zoning Atlas; and
3. **APPROVE** Resolution No. 2018-74: A Resolution of the City Council of the City of Moreno Valley approving Plot Plan PEN17-0143 based on the findings contained in this resolution, and subject to the conditions of approval included as Exhibit A; and
4. **SCHEDULE** the introduced Ordinance for second reading and final action for the next regular City Council meeting.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Victoria Baca, Mayor Pro Tem  
**SECONDER:** Jeffrey J. Giba, Council Member  
**AYES:** Gutierrez, Baca, Marquez, Cabrera, Giba

- E.3: APPEAL OF THE PLANNING COMMISSION'S DENIAL OF THE MORENO BEACH COMMERCIAL CENTER - PROPOSAL TO DEVELOP A COMMERCIAL CENTER WITH A GAS STATION, CONVENIENCE STORE WITH BEER AND WINE SALES, A DETACHED SELF SERVE CAR WASH AND RETAIL/RESTAURANT SPACE. (Report of: Community Development)

Associate Planner Bradshaw provided the report.

Community Development Director Sandzimier presented the recommended actions for the project.

Council Member Cabrera asked for an explanation regarding the factors employed when determining whether or not to recommend a project.

Community Development Director Sandzimier explained the findings process.

Associate Planner Bradshaw mentioned that the City Council members were provided with the project public comments.

Craig Fry

Representing the applicant, Essam Ali, explained the modifications adopted after the Planning Commission meeting.

Mayor Gutierrez opened the Public Hearing at 7:08 p.m.

The following people spoke in opposition of the project: Scott Walker, Alicia Espinoza, Angelica La Casa, Jose Luis La Casa, Latisha Lewis, August

Banks, Pete Hurtado, Gabrielle Sibley, Dennis Walbert, Melinda Martin, Raymond Talbot, Josie Arias, James Larson, Christine Graves, Amanda Graves, Graham Baldwin,

The following people spoke in support of the project: Daniel Dinh, Eugena Bowers, Latriana Harrison, Terrel Jones, Emil Dragovich Jr., Pete Bleckert, Roy Bleckert, Michael & Adam

Mayor Gutierrez recessed the City Council meeting at 8:21 p.m.

Mayor Gutierrez reconvened the City Council meeting at 8:34 p.m.

Esam Ali, Owner, spoke in support of the project

The following people spoke in opposition of the project: Leonardo Gonzalez, Karen & Elmer Bernites, and Kregg McCarthy.

The owner's representative, Craig Fry, after hearing the resident's objections, withdrew the application for a gas station.

Mayor Gutierrez closed the Public Hearing at 8:47 p.m.

Mayor Gutierrez recessed the City Council meeting at 8:47 p.m.

Mayor Gutierrez reconvened the City Council meeting at 8:49 p.m.

**RESULT: WITHDRAWN BY APPLICANT**

**PUBLIC COMMENTS WERE HEARD AFTER REPORTS**

**JOINT CONSENT CALENDARS (SECTIONS A-D)**

Council Member Giba requested that Item Nos. A.2, A.4, and A.5 be removed for a separate vote.

Mayor Gutierrez opened the Consent Agenda items for public comments, which were received from:

Rafael Bruqueras  
Supports Item No. A.10

**RESULT: APPROVED [UNANIMOUS]**  
**MOVER:** Jeffrey J. Giba, Council Member  
**SECONDER:** David Marquez, Council Member  
**AYES:** Gutierrez, Baca, Marquez, Cabrera, Giba

## 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. ITEM NO. A.2 WAS REMOVED FOR SEPARATE VOTE BY COUNCIL MEMBER GIBA AND MOVED TO ITEM NO. F.1

- A.3. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2017/2018 AS OF JULY 1, 2017 THROUGH JUNE 30, 2018 (Report of: City Clerk)

**Recommendation:**

1. Receive and file the Fiscal Year 2017/2018 Council Discretionary Expenditure Report.

- A.4. ITEM NO. A.4 WAS REMOVED FOR SEPARATE VOTE BY COUNCIL MEMBER GIBA AND MOVED TO ITEM NO. F.2

- A.5. ITEM NO. A.5 WAS REMOVED FOR SEPARATE VOTE BY COUNCIL MEMBER GIBA AND MOVED TO ITEM NO. F.3

- A.6. LIST OF PERSONNEL CHANGES (Report of: Human Resources)

**Recommendation:**

1. Ratify the list of personnel changes as described.

- A.7. PAYMENT REGISTER - JULY 2018 (Report of: Financial & Management Services)

**Recommendation:**

1. Receive and file the Payment Register.

- A.8. APPROVE THE INTEGRATED RESOURCE PLAN (IRP) 2018 UPDATES FOR MORENO VALLEY UTILITY (MVU) (Report of: Financial & Management Services)

**Recommendation:**

1. Approve the Integrated Resource Plan (IRP) 2018 updates for Moreno Valley Utility.

- A.9. SECOND READING AND ADOPTION FOR ORDINANCE NO. 942 (Report of: Financial & Management Services)

**Recommendation:**

1. That the City Council adopt Ordinance No. 942. An Ordinance of the City Council of the City of Moreno Valley, California, adding Chapter 12.45 "Parking Regulations for Vehicles Connected for Electric Charging Purposes" to the Moreno Valley Municipal Code

- A.10. 2018-142: CONTRACT APPROVAL AND AWARD A PURCHASE ORDER TO BIO-TOX LABORATORIES FOR \$100,000 FOR FY 18/19 (AGMT. NO. 2018-371) (Report of: Police Department)

**Recommendation:**

1. Authorize the Moreno Valley Police Department to execute a Purchase Order to Bio-Tox Laboratories, 1965 Chicago Ave. #C, Riverside, CA 92507, for an amount not to exceed \$100,000. Budget is approved and available in General Fund Account No. 1010-60-65-40010-625099.

- A.11. 2018-143: NOTICE OF INTENT TO VACATE A PORTION OF HEMLOCK AVENUE (RESO. NO. 2018-72) (Report of: Public Works)

**Recommendations:**

1. Adopt Resolution No. 2018-XX. A Resolution of the City Council of the City of Moreno Valley, California, Declaring its Intention to Vacate a Portion of the North Side of Hemlock Avenue located West of Heacock Street.
2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

- A.12. MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND RIVERSIDE COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH FOR ENVIRONMENTAL PLANNING REVIEW, TECHNICAL ASSISTANCE, AND PLAN REVIEW FOR ONSITE WASTEWATER TREATMENT SYSTEMS (Report of: Community Development)

**Recommendations:**

1. Approve the Memorandum of Understanding between the City of Moreno Valley and County of Riverside, Department of Environmental Health, for environmental planning review, technical assistance, and plan review for Onsite Wastewater Treatment Systems.



2. Authorize the City Manager, or his designee, to execute the Memorandum of Understanding, with the approval of the City Attorney.

## **B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT**

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

**Recommendation:** Waive reading of all Ordinances.

- B.2. MINUTES - REGULAR MEETING OF SEPTEMBER 4, 2018 (See A.2)

**Recommendation:** Approve as submitted.

## **C. CONSENT CALENDAR - HOUSING AUTHORITY**

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

**Recommendation:** Waive reading of all Ordinances.

- C.2. MINUTES - REGULAR MEETING OF SEPTEMBER 4, 2018 (See A.2)

**Recommendation:** Approve as submitted.

## **D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES**

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

**Recommendation:** Waive reading of all Ordinances.

- D.2. MINUTES - REGULAR MEETING OF SEPTEMBER 4, 2018 (See A.2)

**Recommendation:** Approve as submitted.

**AGENDA ITEMS E, H, AND PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA WERE TAKEN OUT OF ORDER AND REFLECTED IN THE MINUTES.**

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

- F.1. City Council - Regular Meeting - Sep 4, 2018 6:00 PM

City Clerk Jacquez-Nares provided the report.

Council Member Giba inquired as to the type of minutes prepared by the City Clerk's office.

City Clerk Jacquez-Nares confirmed that the transcriptions are action/summary minutes.

Council Member Giba requested that the minutes include more of the discussion occurring at the Council meetings.

Mayor Pro Tem Baca commended City Clerk Jacquez-Nares and her staff for clearing the backlog of outstanding minutes. She maintained that the minutes are concise and explained that anyone seeking to hear the complete exchange may view the video on the city's website, or MVTV-3.

Council Member Cabrera questioned how a resident may obtain the minutes. City Clerk Jacquez-Nares responded with the various modes of acquisition.

**Recommendation:** Approve as submitted.

<b>RESULT:</b>	<b>ACCEPTED [3 TO 1]</b>
<b>MOVER:</b>	Victoria Baca, Mayor Pro Tem
<b>SECONDER:</b>	Ulises Cabrera, Council Member
<b>AYES:</b>	Dr. Yxstian A. Gutierrez, Victoria Baca, Ulises Cabrera
<b>NAYS:</b>	Jeffrey J. Giba
<b>ABSTAIN:</b>	David Marquez

F.2. MAYORAL APPOINTMENTS TO THE EMERGING LEADERS COUNCIL AND THE PLANNING COMMISSION (Report of: City Clerk)

City Clerk Jacquez-Nares provided the report.

Council Member Giba moved to split the appointments and vote on them separately.

Mayor Gutierrez announced that they may only be ratified as a slate.

Roy Bleckert  
Supports the appointments.

Rafael Brugueras  
Supports the appointments.

Council Member Giba asserted that he never attacked JoAnn Stephan. His objection to her appointment was due to her incomplete application.

Council Member Marquez addressed allegations levied against him and maintained that he never questioned the applicant's qualifications.

Minutes Acceptance: Minutes of Sep 18, 2018 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Council Member Cabrera encouraged residents to apply for the vacant alternate Planning Commission positions.

**Recommendation:**

1. Receive and confirm the Mayoral appointments as follows:

**Emerging Leaders Council**

<u>Name</u>	<u>Position</u>	<u>Term</u>
Wendy Acuna	Member	Ending 05/31/20

**Planning Commission**

<u>Name</u>	<u>Position</u>	<u>Term</u>
Robert Harris	Member	Ending 03/31/2021
JoAnn Stephan	Member	Ending 03/31/2021

**RESULT: APPROVED [3 TO 2]**  
**MOVER:** Victoria Baca, Mayor Pro Tem  
**SECONDER:** Ulises Cabrera, Council Member  
**AYES:** Dr. Yxstian A. Gutierrez, Victoria Baca, Ulises Cabrera  
**NAYS:** David Marquez, Jeffrey J. Giba

F.3. 2018 CITY COUNCIL COMMISSION, BOARD, AND TASKFORCE PARTICIPATION APPOINTMENTS (Report of: City Clerk)

City Clerk Jacquez-Nares provided the report.

Rafael Brugueras

Concerned that Council Member Marquez resigned as the liaison to various boards and commissions.

Council Member Cabrera expressed his gratitude for the appointment to the boards and commissions.

Mayor Pro Tem Baca demonstrated her willingness to serve on additional boards and commissions.

Council Member Marquez objected to the fact that Council Member Giba was not appointed to any of the vacant positions, which he contends, censors District 2.

**Recommendations: That the City Council:**

1. Ratify the appointments to the various committees as noted on the Revised 2018 Council Committee Participation List – Terms End December 31, 2018.

Minutes Acceptance: Minutes of Sep 18, 2018 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

**RESULT:** APPROVED [3 TO 1]  
**MOVER:** Victoria Baca, Mayor Pro Tem  
**SECONDER:** Ulises Cabrera, Council Member  
**AYES:** Dr. Yxstian A. Gutierrez, Victoria Baca, Ulises Cabrera  
**NAYS:** Jeffrey J. Giba  
**ABSTAIN:** David Marquez

## E. PUBLIC HEARINGS

### E.1. PUBLIC HEARING FOR ONE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDING (Report of: Public Works)

Special Districts Division Manager Cassel provided the report.

Mayor Gutierrez opened the Public Hearing at 9:21 p.m.

There being no comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 9:21 p.m.

#### **Recommend that the City Council:**

1. Conduct the Public Hearing and accept public testimony for the mail ballot proceeding(s) for the National Pollutant Discharge Elimination System (NPDES) maximum Commercial/Industrial Regulatory Rate to be applied to one property tax bill(s).
2. Direct the City Clerk to open and count the returned NPDES ballot(s).

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

3. Verify and accept the results of the mail ballot proceeding(s) as maintained by the City Clerk on the Official Tally Sheet.
4. Receive and file the Official Tally Sheet with the City Clerk's office.
5. If approved, set the rate and impose the NPDES Commercial/Industrial Regulatory Rate to the Assessor's Parcel Number(s) as mentioned.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Jeffrey J. Giba, Council Member  
**SECONDER:** Victoria Baca, Mayor Pro Tem  
**AYES:** Gutierrez, Baca, Marquez, Cabrera, Giba

E.2. Item No. E-2 was heard before public comments

E.3. Item No. E-3 was heard before public comments

## G. GENERAL BUSINESS - NONE

## H. REPORTS

### CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC) - Mayor Pro Tem Baca

Mayor Pro Tem Baca reported the following:

The Commission received an update on the March LifeCare project from the developer, March One.

We also approved a revision to the MS Van Buren II project at the northwest corner of Van Buren Boulevard and Meridian Parkway. These revisions will allow retail and restaurant uses in buildings previously planned for industrial. In addition, we approved a plot plan for a 124,523 square foot speculative industrial warehouse building. The building will be located north of Economic Drive.

Riverside County Habitat Conservation Agency (RCHCA) - None

Riverside County Transportation Commission (RCTC) - Mayor Pro Tem Baca

Mayor Pro Tem Baca reported the following:

The California Transportation Commission (CTC) awarded \$71.55 million to the Riverside County Transportation Commission (RCTC) to build truck lanes and wider shoulders on State Route 60 through the Badlands area.

This allocation completes the funding for the \$138 million Route 60 Truck Lanes Project and allows RCTC to begin advertising for construction bids this fall. Construction is estimated to start in the summer of 2019 and should take about 2.5 years to complete.

Riverside Transit Agency (RTA) - Council Member Marquez

Council Member Marquez reported the following:

On September 9, RTA added weekend service on Routes 30, 31, 33, 42, 61, 74, and 79 which serve multiple cities including Moreno Valley. With these changes, almost 2/3 of RTA routes will be operating seven days a week. Also, new hours of operation have been implemented on the RapidLink Gold Line. Please pick up a copy of the latest Ride Guide for further information.

Western Riverside Council of Governments (WRCOG) - Mayor Gutierrez

Mayor Gutierrez reported the following:

- The WRCOG Executive Committee took a position opposing Senate Bill SB 3157, which limits local jurisdictional control of small cell structures in the areas of application review periods, application fees, and cell structure deployment.
- WRCOG is commencing a study that will lead to development of localized guidelines, thresholds and mitigation measures related to Senate Bill 743, which requires vehicle miles traveled to be considered rather than roadway/intersection levels of service when assessing transportation impacts under the California Environmental Quality Act.

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

Council Member Giba reported the following:

- Six parcels were approved for purchase.
- The agreement for funding acquisition of conservation credits between the Western Riverside County Regional Conservation Authority and Crestmore Redevelopment, LLC was approved.

School District/City Joint Task Force - None

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

Roy Bleckert

1. Reflected on the state of the economy.
2. Urged the City Council to complete the General Plan Amendment.

Shad Awal

1. Recommended that the City Council issue additional cannabis licenses.

Joshua Naggar

1. Advocated for a free market system rather than a lottery system for the issuance of cannabis licenses.

Orlando Montero

1. Encouraged the City Council to adopt the free market approach for cannabis businesses.

JoAnn Stephan

1. Thanked the Council Members for appointing her to the Planning Commission.
2. Claimed that a neighbor is illegally renting rooms out.

Rafael Bruqueras

1. Insisted that he alone funded a recent recall effort.
2. Contends that although he serves on a Commission, he has the right, as a resident, to voice his objections to the City Council.
3. Encouraged people to visit Day Street and praised Mayor Gutierrez.

Louise Palomarez

1. Disagreed with comments made by Council Member Marquez at an event.

**H.1. CITY MANAGER'S REPORT**

(Informational Oral Presentation - not for Council action)

City Manager DeSantis noted that the Community Development Department will investigate the concerns of JoAnn Stephan. He remarked that the day marked the beginning of the M.A.P.P.E.D. program.

**H.2. CITY ATTORNEY'S REPORT - None**

(Informational Oral Presentation - not for Council action)

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

Council Member Giba

1. Listed the different SCAG committees he sits on.
2. Discussed the action items approved at the Transportation and Regional Council meetings.
3. Identified pieces of legislation supported by the Legislative/Communications Membership Committee.
4. Motioned for a future agenda to include a review of the Whistle Blower Policy. Council Member Marquez seconded.
5. Motioned for a discussion to amend the General Plan. Council Member Marquez seconded.
6. Motioned for a Study Session to include an item examining the expansion of the number of City Council Districts. Council Member Marquez seconded.

7. Motioned for an item considering the appropriation of a percentage of the profit realized from the Utility Tax and the Transient Occupancy Tax for public safety. Council Member Marquez seconded.

#### Council Member Marquez

1. Accepted an award on behalf of the city from GRID Alternatives.
2. Rebuffed accusations from residents regarding campaign contributions.
3. Insisted that although he'd never met Mr. Ali, he'd met his consultants, which as a Council Member, is his obligation, so that he may assess proposed projects.
4. Encouraged residents to review the City Council member's campaign filing forms.
5. Motioned for an item to review the possibility of manning a second rescue squad. Council Member Giba seconded.

#### Council Member Cabrera

1. Rebutted previous remarks regarding the economy.
2. Updated the public on the progress of the community garden.
3. Mentioned a project he is undertaking, in collaboration with community groups, to provide housing for the homeless.
4. Reminded the public of two upcoming events in October; the Community Cleanup and the Community Day of Service.
5. Committed to securing more funds for additional road repairs.
6. Noted that a Police substation will soon be open on the corner of Iris Avenue and Lasselle Street.
7. Encouraged the City Council Members to maintain professionalism.

#### Mayor Pro Tem Baca

1. Discussed the El Grito event and thanked everyone who attended and assisted.
2. Attended the League of California Cities Annual Conference along with Council Member Cabrera and Mayor Gutierrez.
3. Stated homeless concerns are being addressed and the Homeless to Work program is a successful, and economical strategy.
4. Mentioned that the agendas are available five days in advance of the City Council meeting allowing the Council Members to have any questions answered.

#### Mayor Gutierrez

1. Thanked staff for all that they do.
2. Congratulated the Boards and Commission appointees.
3. Express his gratitude to the cannabis attendees as well as his support of cannabis regulation and the free market.
4. Extended thanks to Parks & Community Services Director Solano for a successful YouthFest.
5. Attended the successful El Grito event.
6. As one of eight Mayors selected by the Mayor's Institute on City Design he will participate in workshops to develop the Town Center design.
7. Pleased with the M.A.P.P.E.D. program and the opportunity it provides to special needs students.



8. The Homeless to Work program has provided jobs for eighteen individuals.

## ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 10:20 p.m.

Submitted by:

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

Approved by:

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Dr. Yxstian A. Gutierrez  
 Mayor  
 City of Moreno Valley  
 President, Moreno Valley Community Services District  
 Chairperson, City as Successor Agency for the Community  
 Redevelopment Agency of the City of Moreno Valley  
 Chairperson, Moreno Valley Housing Authority  
 Chairperson, Board of Library Trustees



## Report to City Council

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**TO:** Mayor and City Council  
 Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)  
 Mayor and City Council Acting in its Capacity as Chairman and Commissioners of the Moreno Valley Housing Authority (HA)  
 Mayor and City Council Acting in its Capacity as Members of the Moreno Valley Successor Agency

**FROM:** Pat Jacquez-Nares, City Clerk

**AGENDA DATE:** October 2, 2018

**TITLE:** BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. That the City Council adopt a Resolution, of the City Council of the City of Moreno Valley, California, Adopting an Amended Conflict of Interest Code by Reference to the Fair Political Practices Commission's Standard Model Conflict of Interest Code, And Repealing All Prior Enactments on the Same Subject
2. That the City Council serving as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley adopt a Resolution, adopting an amended Conflict of Interest Code to amend the list of designated employees having filing requirements, and repeal all prior enactments on the same subject.
3. That the City Council serving as Community Services District of the City of Moreno Valley adopt a Resolution, adopting an amended Conflict of Interest Code by reference to the fair political practices commission's standard model conflict of interest code, and repealing all prior enactments on the same subject.

4. That the City Council serving as the Housing Authority of the City of Moreno Valley adopt a Resolution, adopting an amended Conflict of Interest Code by reference to the fair political practices commission's standard model conflict of interest code, and repealing all prior enactments on the same subject.

### **SUMMARY/DISCUSSION**

Government Code Section 87306.05 requires that the City review its Conflict of Interest Codes every even numbered year and determine whether the Codes need to be revised or amended. The Conflict of Interest Code for the City, the Successor Agency, Community Services District, and the Housing Authority require amendments to reflect changes in employee titles in various City departments. Adoption of the attached resolutions will approve the proposed amendments to the Conflict of Interest Codes for the aforementioned agencies and will ensure compliance with State law provisions.

The proposed revisions to the designated positions are as follows:

#### **1. City of Moreno Valley Conflict of Interest Code:**

##### **City Attorney's Office:**

City Attorney  
Assistant City Attorney  
*Deputy City Attorney I (addition)*

##### **City Clerk's Office:**

City Clerk  
Executive Assistant to Mayor and City Council  
~~Management Analyst (delete)~~  
*Senior Deputy City Clerk (addition)*

##### **City Manager's Office:**

City Manager  
Assistant City Manager  
Public Information Intergovernmental Relations Officer  
*Public Safety Contracts Administrator (addition)*

##### **Media Division**

*Media Division Manager (addition)*

##### **Technology Services Division**

*Strategic Initiatives Manager (addition)*

**Administrative Services Department** *(delete)***Human Resources:** *(addition)**Human Resources Director (addition)*

Senior Human Resources Analyst

~~Human Resources Analyst (delete)~~*Management Analyst (addition)***Community Development Department:**

Community Development Director

*Management Analyst (addition)***Animal Services Division:** *(addition)*

Animal Services Division Manager

**Building & Safety Division**

Building Official

Building Inspector II

Building &amp; Safety Supervisor

**Code & Neighborhood Services Division***Code & Neighborhood Services Division Manager (addition)*

Code Compliance Field Supervisor

Senior Code Compliance Officer

Code Compliance Officer II

Senior Parking Control Officer

Parking Control Officer

**Planning Division**~~Planning Official (delete)~~

Senior Planner

Associate Planner

~~Principal Planner (delete)~~

Management Analyst

*Planning Manager (addition)***Economic Development Department:**

Economic Development Director

Economic Development Manager

*Project Manager (addition)*

*Management Analyst (addition)*  
*Management Assistant (addition)*

**Financial & Management Services Department:**

Chief Financial Officer/City Treasurer  
 Financial Operations Division Manager  
 Treasury Operations Division Manager  
 Financial Resources Division Manager  
 Management Analyst (delete)  
 Management Assistant (delete)

**Electric Utility (name change)**

Electric Utility Division Manager  
 Electric Utility Program Coordinator  
 Senior Electrical Engineer  
 Financial Analyst  
*Chief Electrical Engineer (addition)*  
*Management Analyst (addition)*  
*Construction Inspector (addition)*

**Facilities Maintenance (addition)**

*Purchasing & Facilities Division Manager (addition)*  
*Management Analyst (addition)*

**Fire Department:**

Office of Emergency Management & Volunteer Services Program Manager

**Parks & Community Services Department:**

Parks & Community Services Director  
~~Parks & Community Services Division Manager (delete)~~  
*Parks & Community Services Deputy Director (addition)*  
 Parks Project Coordinator  
 Parks Maintenance Supervisor  
 Community Services Supervisor  
 Community Services Coordinator  
 Management Analyst  
 Senior Management Analyst  
 Banquet Facility Representative

**Public Works Department:**

Public Works Director/City Engineer

*Capital Projects Division Manager (name change)*

Senior Engineer, P.E.

~~Traffic Operations Supervisor (delete)~~

Transportation Division Manager/City Traffic Engineer

Associate Engineer

Senior Engineering Technician

Engineering Technician II

Construction Inspector

Maintenance &amp; Operations Division Manager

Street Maintenance Supervisor

Senior Management Analyst

Management Analyst

Management Assistant

**Land Development Division***Engineering Division Manager/Assistant City Engineer (name change)*

Senior Engineer

Associate Engineer

Construction Inspector

Management Analyst

**Special Districts Division**

Special Districts Division Manager

Senior Management Analyst

Management Analyst

*Management Assistant (addition)*~~Senior Landscape Services Inspector (delete)~~*Senior Landscape Services Supervisor (addition)**Landscape Services Supervisor (addition)***Consultant:**

(Person or entity under contract to the City who provides information, advice, recommendations or counsel to the City or who is subject to control or direction of the City)

~~**Oversight Board of the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley (delete)**~~

**2. SUCCESSOR AGENCY CONFLICT OF INTEREST CODE:**

Members of the City Council

City Manager

Assistant City Manager *(addition)*

City Attorney

Chief Financial Officer/City Treasurer  
 Assistant City Attorney  
*Deputy City Attorney I (addition)*  
 City Clerk  
 Community Development Director  
 Building Official

**Consultant:**

(Person or entity under contract to the City as Successor Agency who provides information, advice, recommendations or counsel to the Agency or who is subject to control or direction of the Agency)

**3. COMMUNITY SERVICES DISTRICT CONFLICT OF INTEREST CODE:**

Members of the City Council, ex officio, as Directors of the District

General Manager  
*General Assistant Manager (addition)*  
 District Legal Counsel  
 Chief Financial Officer/City Treasurer  
 Assistant District Legal Counsel  
*Deputy District Legal Counsel I (addition)*  
 City Clerk  
 Public Works Director/City Engineer  
*Capital Projects Division Manager (name change)*  
*Engineering Division Manager (addition)*  
*Assistant City Engineer (name change)*  
 Parks and Community Services Director  
*Parks and Community Services Deputy Director (addition)*  
~~Parks & Community Services Division Manager (delete)~~  
 Special Districts Division Manager  
 Landscape Services Supervisor  
 Management Analyst (Special Districts)  
 Senior Management Analyst (Special Districts)  
*Human Resources Director (addition)*

**Consultant:**

(Person or entity under contract to the Community Services District who provides information, advice, recommendations or counsel to the District or who is subject to control or direction of the District)

**4. HOUSING AUTHORITY CONFLICT OF INTEREST CODE:**

Members of the City Council, ex officio, as Directors of the HA

Executive Director  
 Assistant Executive Director  
~~Deputy Executive Director (delete)~~  
 Chief Financial Officer/City Treasurer (name change)  
 Housing Authority Legal Counsel (name change)  
 Assistant Housing Authority Legal Counsel (name change)  
 Housing Authority Secretary  
~~Community and Economic Development Director (delete)~~  
 Community Development Director (addition)  
 Economic Development Director (addition)  
 Human Resources Director (addition)

### **Consultant:**

(Person or entity under contract to the Housing Authority who provides information, advice, recommendations or counsel to the Authority or who is subject to control or direction of the Authority) .

### **ALTERNATIVES**

There are no alternatives. This review is mandated by the California Government Code.

### **FISCAL IMPACT**

There is no fiscal impact associated with the recommended action.

### **NOTIFICATION**

Publication of the agenda.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
 Pat Jacquez-Nares, CMC  
 City Clerk

### **CITY COUNCIL GOALS**

None

### **CITY COUNCIL STRATEGIC PRIORITIES**

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



## 6. Youth Programs

### ATTACHMENTS

1. CC Conflict of Interest Code Reso
2. SA Conflict of Interest Code Reso
3. CSD Conflict of Interest Code Reso
4. HA Conflict of Interest Code Reso

### APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/24/18 9:08 AM
City Attorney Approval	<u>✓ Approved</u>	9/26/18 5:35 PM
City Manager Approval	<u>✓ Approved</u>	9/27/18 12:16 PM

## RESOLUTION NO. 2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING AN AMENDED CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, the City Council has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

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

1. All prior enactments of the City Council of the City of Moreno Valley in respect to adoption of a Conflict of Interest Code are hereby repealed, effective on the operative date of this Resolution.
2. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of the City of Moreno Valley.
3. Members of the City Council, the City Manager, the City Attorney, the City Treasurer, members of the Planning Commission, and pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees (listed on Appendix A attached hereto and incorporated herein by this reference), having a disclosure category which requires the filing of a Statement of Economic Interest (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interests with the City Clerk, to whom the City Council hereby delegates the authority to

carry out the duties of Filin5g Officer, who will make the statements available for public inspection and reproduction. (Gov. Code §81008) The City Clerk will retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interests filed by a member of the City Council, by the City Manager, by the City Attorney, by the City Treasurer, or by a member of the Planning Commission.

4. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a Statement of Economic Interests.

5. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.

6. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 2<sup>nd</sup> day of October, 2018.

\_\_\_\_\_  
Dr. Yxstian A. Gutierrez  
Mayor  
City of Moreno Valley

ATTEST:

\_\_\_\_\_  
Pat Jacquez-Nares, City Clerk

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Martin Koczanowicz, City Attorney

Attachment: CC Conflict of Interest Code Reso (3252 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

**RESOLUTION JURAT**

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

I, Pat Jacquez-Nares, CMC, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2018-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 2<sup>nd</sup> day of October, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
PAT JACQUEZ-NARES, CITY CLERK

(SEAL)

Attachment: CC Conflict of Interest Code Reso (3252 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

APPENDIX A  
OFFICERS, EMPLOYEES AND OTHER PERSONS  
TO BE COVERED BY  
THE CITY OF MORENO VALLEY  
CONFLICT OF INTEREST CODE

<u>DESIGNATED OFFICERS AND EMPLOYEES</u>	<u>DISCLOSURE CATEGORY</u>
<b><u>City Council:</u></b>	
Council Member	2
<b><u>City Boards and Commissions:</u></b>	
Member of the Planning Commission	2
<b><u>City Attorney's Office:</u></b>	
City Attorney	2
Assistant City Attorney	1
Deputy City Attorney I	1
<b><u>City Clerk's Office:</u></b>	
City Clerk	1
Executive Assistant to Mayor and City Council	1
Senior Deputy City Clerk	1
<b><u>City Manager's Office:</u></b>	
City Manager	2
Assistant City Manager	1
Public Information Intergovernmental Relations Officer	1
Public Safety Contracts Administrator	1
<b><u>Media Division</u></b>	
Media Division Manager	1
<b><u>Technology Services Division</u></b>	
Strategic Initiatives Manager	1

Attachment: CC Conflict of Interest Code Reso (3252 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

**DESIGNATED OFFICERS AND EMPLOYEES**

**DISCLOSURE CATEGORY**

**Human Resources:**

Human Resources Director	1
Senior Human Resources Analyst	1
Human Resources Analyst	1
Management Analyst	1

**Community Development Department:**

Community Development Director	1
Management Analyst	1

**Animal Services Division**

Animal Services Division Manager	1
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**Building & Safety Division**

Building & Safety Supervisor	1
Building Inspector II	1

**Code & Neighborhood Services Division**

Code & Neighborhood Services Division Manager	1
Senior Code Compliance Officer	1
Code Compliance Officer II	1
Senior Parking Control Officer	1
Parking Control Officer	1

**Planning Division**

Planning Manager	1
Senior Planner	1
Associate Planner	1
Management Analyst	1

**Economic Development Department:**

Economic Development Director	1
Economic Development Manager	1
Project Manager	1
Management Analyst	1
Management Assistant	1

Attachment: CC Conflict of Interest Code Reso (3252 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

**DESIGNATED OFFICERS AND EMPLOYEES**

**DISCLOSURE CATEGORY**

**Financial & Management Services Department:**

Chief Financial Officer/City Treasurer	2
Financial Operations Division Manager	1
Treasury Operations Division Manager	1
Financial Resources Division Manager	1
Management Analyst	1
Management Assistant	1

**Electric Utility**

Electric Utility Division Manager	1
Electric Utility Program Coordinator	1
Senior Electrical Engineer	1
Financial Analyst	1
Management Analyst	1
Construction Inspector	1

**Facilities Maintenance**

Purchasing & Facilities Division Manager	1
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**Fire Department:**

Fire Chief	1
Fire Marshal	1
Office of Emergency Management Program Manager	1

**Parks & Community Services Department:**

Parks & Community Services Director	1
Parks & Community Services Deputy Director	1
Parks Project Coordinator	1
Parks Maintenance Supervisor	1
Community Services Supervisor	1
Community Services Coordinator	1
Management Analyst	1
Senior Management Analyst	1
Banquet Facility Representative	1

Attachment: CC Conflict of Interest Code Reso (3252 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

**DESIGNATED OFFICERS AND EMPLOYEES**

**DISCLOSURE CATEGORY**

**Public Works Department:**

Public Works Director/City Engineer	1
Capital Projects Division Manager	1
Senior Engineer, P.E.	1
Transportation Division Manager/City Traffic Engineer	1
Associate Engineer	1
Senior Engineering Technician	1
Engineering Technician II	1
Construction Inspector	1
Maintenance & Operations Division Manager	1
Street Maintenance Supervisor	1
Senior Management Analyst	1
Management Analyst	1
Management Assistant	1

**Land Development Division**

Engineering Division Manager/Assistant City Engineer	1
Senior Engineer	1
Associate Engineer	1
Construction Inspector	1
Contract Construction Inspector	1
Management Analyst	1

**Special Districts Division**

Special Districts Division Manager	1
Senior Management Analyst	1
Management Analyst	1
Landscape Services Supervisor	1

**Consultant:**

(Person or entity under contract to the City who provides information, advice, recommendations or counsel to the City or who is subject to control or direction of the City)	1
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Attachment: CC Conflict of Interest Code Reso (3252 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)



## APPENDIX B

### DISCLOSURE CATEGORIES

#### General Provisions:

Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

- (a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.
- (b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.
- (c) There is no executory contract with a value greater than one thousand dollars (\$1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.
- (d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

#### Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.
2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.
3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

## RESOLUTION NO. SA 2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING AN AMENDED CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, On January 10, 2012, following the dissolution of the Community Redevelopment Agency, the City Council elected to have the City of Moreno Valley serve as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley pursuant to Health & Safety Code Section 34173(d)(1). The Agency is responsible for winding down the affairs of the Redevelopment Agency; and

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley, has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

NOW, THEREFORE, THE CITY COUNCIL AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by

reference and constitute the Conflict of Interest Code for all designated employees of

1

Resolution No. SA 2018-XX  
Date Adopted: September 18, 2018

the Agency.

2. Members of the City Council, the City Manager, the City Attorney, the City Treasurer, members of the Planning Commission and, pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees (listed on Appendix A attached hereto and incorporated herein by this reference), having a disclosure category which requires the filing of a Statement of Economic Interests (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interests with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction (Gov. Code §81008). The City Clerk shall retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interest filed by members of the City Council, the City Manager, the City Attorney, the City Treasurer, and members of the Planning Commission.

3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

4. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.

5. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 18<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Secretary

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Attachment: SA Conflict of Interest Code Reso (3252 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

2  
Resolution No. SA 2018-XX  
Date Adopted: September 18, 2018

**RESOLUTION JURAT**

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

I, Pat Jacquez-Nares, MMC, Secretary of the City Council as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, California, do hereby certify that Resolution No. SA 2018-XX was duly and regularly adopted by the City Council serving as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley at a regular meeting thereof held on the 4<sup>th</sup> day of October, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(City Council Members, Mayor and Mayor Pro Tem)

\_\_\_\_\_  
SECRETARY

(SEAL)

Resolution No. SA 2018-XX<sup>3</sup>  
Date Adopted: September 18, 2018

Attachment: SA Conflict of Interest Code Reso (3252 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

APPENDIX A

CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF MORENO VALLEY

DESIGNATED OFFICERS AND EMPLOYEES                      DISCLOSURE CATEGORY

CITY AS SUCCESSOR AGENCY:

Members of the City Council	2
City Manager	2
City Attorney	2
Assistant City Manager	1
Assistant City Attorney	1
Deputy City Attorney I	1
Chief Financial Officer/City Treasurer	2
City Clerk	1
Community Development Director	1
Building Official	1

**Consultant:**

(Person or entity under contract to the City as Successor Agency who provides information, advice, recommendations or counsel to the Agency or who is subject to control or direction of the Agency)	1
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Attachment: SA Conflict of Interest Code Reso (3252 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

Resolution No. SA 2018-XX<sup>4</sup>  
Date Adopted: September 18, 2018

## APPENDIX B

### DISCLOSURE CATEGORIES

#### General Provisions:

Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

- (a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.
- (b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.
- (c) There is no executory contract with a value greater than one thousand dollars (\$1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.
- (d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

#### Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.
2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.
3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

5  
Resolution No. SA 2018-XX  
Date Adopted: September 18, 2018

RESOLUTION NO. CSD 2018-XX

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING AN AMENDED CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, the City Council acting in their respective capacity as President and Members of the Board of Directors of the District ("Board"), has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. All prior enactments of the City Council acting in their respective capacity as President and Members of the Board of Directors of the District ("Board") in respect to adoption of a Conflict of Interest Code are hereby repealed, effective on the operative date of this Resolution.
2. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for all designated employees of the District.
3. Members of the City Council, the City Manager, the City Attorney, the City Treasurer, members of the Planning Commission, and pursuant to §4(C) of the Model Conflict of

Attachment: CSD Conflict of Interest Code Reso (3252 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

Interest Code, other designated employees (listed on Appendix A attached hereto and incorporated herein by this reference), having a disclosure category which requires the filing of a Statement of Economic Interests (described on Appendix 8 attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interests with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction (Gov. Code §81008). The City Clerk shall retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interests filed by members of the City Council, the City Manager, the City Attorney, the City Treasurer, and members of the Planning Commission.

1. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.
2. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.
3. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 2<sup>nd</sup> day of October, 2018.

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Dr. Yxstian A. Gutierrez  
 Mayor  
 City of Moreno Valley,  
 Acting in the capacity of President of the  
 Moreno Valley Community Services District

ATTEST:

APPROVED AS TO FORM:

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Pat Jacquez-Nares  
 City Clerk, acting in the capacity of  
 Secretary of the Moreno Valley  
 Community Services District

---

Martin Koczanowicz  
 City Attorney, acting in the capacity  
 of General Counsel of the Moreno  
 Valley Community Services District



**RESOLUTION JURAT**

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

I, Pat Jacquez-Nares, Secretary of the Community Services District of the City of Moreno Valley, California, do hereby certify that Resolution CSD No. 2018-xx was duly and regularly adopted by the Board of Directors of the Community Services District of the City of Moreno Valley at a regular meeting thereof held on the 2<sup>nd</sup> day of October, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_  
PAT JACQUEZ-NARES, SECRETARY

Attachment: CSD Conflict of Interest Code Reso (3252 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

APPENDIX A

**DESIGNATED OFFICERS AND EMPLOYEES**

**DISCLOSURE CATEGORY**

Members of the City Council ex officio as Director of the District	2
General Manager	2
District Legal Counsel	2
Chief Financial Officer/City Treasurer	2
City Clerk	1
General Assistant Manager	1
Public Works Director/City Engineer	1
Human Resources Director	1
Assistant District Legal Counsel	1
Deputy District Legal Counsel	1
Capital Projects Division Manager	1
Engineering Division Manager	1
Assistant City Engineer	1
Parks and Community Services Director	1
Parks and Community Services Deputy Director	1
Landscape Services Supervisor	1
Special Districts Division Manager	1
Management Analyst (Special Districts)	1
Senior Management Analyst (Special Districts)	1

**Consultant:**

(Person or entity under contract to the Community Services District who provides information, advice, recommendations or counsel to the District or who is subject to control or direction of the District)

1

Attachment: CSD Conflict of Interest Code Reso (3252 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

## APPENDIX B

### DISCLOSURE CATEGORIES

#### General Provisions:

Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

- (a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.
- (b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.
- (c) There is no executory contract with a value greater than one thousand dollars (\$1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.
- (d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

#### Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.
2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.
3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

## RESOLUTION NO. HA 2018-XX

A RESOLUTION OF THE MORENO VALLEY HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING AN AMENDED CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, The Moreno Valley Housing Authority was created by the City Council on March 28, 2011 to carry out responsibilities as delineated under the Housing Authority Law. The members of the City Council are the Commissioners for the Housing Authority; and

WHEREAS, the Housing Authority acting in their respective capacity as Chairman and Commissioners of the Housing Authority, has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

NOW, THEREFORE, THE COMMISSIONERS OF THE MORENO VALLEY HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for all designated employees of the Authority.

- 2. Members of the City Council, the City Manager, the City Attorney, the City Treasurer, members of the Planning Commission and, pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees (listed on Appendix A attached hereto and incorporated herein by this reference), having a disclosure category which requires the filing of a Statement of Economic Interest (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interest with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction. (Gov. Code §81008) The City Clerk will retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interest filed by a member of the City Council, by the City Manager, by the City Attorney, by the City Treasurer, or by a member of the Planning Commission.
- 3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.
- 4. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.
- 5. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 2<sup>nd</sup> day of October, 2018.

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Yxstian A. Gutierrez, Mayor  
of the City of Moreno Valley,  
acting in the capacity of Chairman of the  
Housing Authority

ATTEST:

APPROVED AS TO FORM:

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Pat Jacquez-Nares, City Clerk, acting  
in the capacity of Secretary of the  
Housing Authority

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Martin Koczanowicz, City Attorney,  
acting in the capacity of the General  
Council of the Housing Authority

2  
Resolution No. HA 2018-xx  
Date Adopted: October 2, 2018

**RESOLUTION JURAT**

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

I, Pat Jacquez-Nares, Secretary of the Community Services District of the City of Moreno Valley, California, do hereby certify that Resolution HA No. 2018-xx was duly and regularly adopted by the Board of Directors of the Community Services District of the City of Moreno Valley at a regular meeting thereof held on the 2<sup>nd</sup> day of October, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_  
PAT JACQUEZ-NARES, SECRETARY

Attachment: HA Conflict of Interest Code Reso (3252 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

APPENDIX A

**DESIGNATED OFFICERS AND EMPLOYEES**

**DISCLOSURE CATEGORY**

Members of the City Council ex officio as Director of the District	2
Executive Director	2
Chief Financial Officer/City Treasurer	2
Housing Authority Legal Counsel	2
Housing Authority Secretary	1
Assistant Executive Director	1
Assistant Housing Authority Legal Counsel	1
Community Development Director	1
Economic Development Director	1
Human Resources Director	1

**Consultant:**

(Person or entity under contract to the Housing Authority who provides information, advice, recommendations or counsel to the Authority or who is subject to control or direction of the Authority)	1
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Attachment: HA Conflict of Interest Code Reso (3252 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

## APPENDIX B

### DISCLOSURE CATEGORIES

#### General Provisions:

Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

- (a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.
- (b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.
- (c) There is no executory contract with a value greater than one thousand dollars (\$1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.
- (d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

#### Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.
2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.
3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.





## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Kathleen Sanchez, Human Resources Director

**AGENDA DATE:** October 2, 2018

**TITLE:** LIST OF PERSONNEL CHANGES

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Ratify the list of personnel changes as described.

### **DISCUSSION**

The attached list of personnel changes scheduled since the last City Council meeting is presented for City Council ratification.

Staffing of City positions ensures assignment of highly qualified and trained personnel to achieve Momentum MoVal priorities, objectives and initiatives.

### **FISCAL IMPACT**

All position changes are consistent with appropriations previously approved by the City Council.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Denise Hansen  
Executive Assistant

Department Head Approval:  
Kathleen M. Sanchez  
Human Resources Director

### **CITY COUNCIL GOALS**

None

### **CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

- 1. Personnel Changes - 10.2.18

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	9/20/18 10:25 AM
City Attorney Approval	<u>✓ Approved</u>	9/25/18 5:39 PM
City Manager Approval	<u>✓ Approved</u>	9/26/18 3:08 PM

**City of Moreno Valley  
Personnel Changes  
October 2, 2018**

**New Hires**

Patricia Nevins, Planning Division Manager/Planning Official  
Community Development Department/Planning Division

Katherine Perdomo, Animal Services Assistant  
Community Development Department/Animal Services Division

**Promotions**

Renee Bryant  
From: Administrative Assistant, City Clerk/Council Office  
To: Management Aide, City Clerk/Council Office

**Transfers**

None

**Separations**

None



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Chief Financial Officer

**AGENDA DATE:** October 2, 2018

**TITLE:** AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO E. E. ELECTRIC, INC. FOR THE ALESSANDRO CROSSTOWN TIE IMPROVEMENTS, PROJECT NO. 805 0044

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Award the construction contract to E. E. Electric, Inc., PO Box 465, Mira Loma, CA 91752, the lowest responsible bidder, for the Alessandro Crosstown Tie Project.
2. Authorize the City Manager to execute a contract with E. E. Electric, Inc.
3. Authorize the issuance of a Purchase Order to E. E. Electric, Inc. for the amount of \$3,015,312 (\$2,622,010 bid amount plus 15% contingency) when the contract has been signed by all parties.
4. Authorize the Chief Financial Officer/City Treasurer to execute any subsequent related minor change orders to the contract with E. E. Electric, Inc. up to, but not exceeding, the 15% contingency amount of \$393,302, subject to the approval of the City Attorney.
5. Amend the FY 2017/2018 & 2018/2019 Adopted Capital Improvement Plan and Appropriate \$526,000 from the Moreno Valley Utility Fund (Account No. 6011 30 80 80005 720199) to cover the construction and administrative costs.

### **SUMMARY**

This report recommends approval of a contract with E. E. Electric, Inc. to construct the Alessandro Crosstown Tie project. The Alessandro Crosstown Tie project consists of

infrastructure improvements that will improve Moreno Valley Utility’s electrical system reliability. This project will allow the transfer of electrical load from interconnect sites located within the Centerpointe Planning Area to the Moreno Valley Substation. Additionally, the project will install conduit that will facilitate future fiber optic improvements as well as further enable future traffic signal coordination along Alessandro Boulevard. The project is funded with Moreno Valley Utility’s fund balance and has been approved in the FY 2017/2018 & 2018/2019 Adopted Capital Improvement Plan. This item was presented to the Utilities Commission on September 26, 2018.

**DISCUSSION**

As Moreno Valley Utility continues to grow and expand its service, several capital improvement projects are necessary to accommodate increasing demands for electricity as well as provide system redundancy and reliability. The Alessandro Crosstown Tie project will facilitate the transfer of electrical load from interconnect sites near or at capacity in the Centerpointe Planning Area to the Moreno Valley Substation.

The electrical plans call for the installation of conduit, structures, equipment, and cable along with related electrical facilities within Alessandro Boulevard from Morrison Street to Heacock Street and within Heacock Street from Alessandro Boulevard to Brodiaea Avenue. Attachment of conduit to the Kitching Channel bridge is required. Construction will require coordination with Riverside County Flood Control & Water Conservation District as well as the Riverside Transit Agency.

Associated work includes saw cutting of Portland cement concrete (PCC) and asphalt concrete (AC) surfaces, trench backfill and repair including grind and overlay, asphalt concrete and aggregate base placement, sidewalk panel removal and replacement, curb and gutter removal and replacement, spandrel removal and replacement, asphalt concrete ramps with truncated domes, relocation of existing RTA equipment including, bike rack, bench, trash can, sign, and restoration of traffic signal loop detectors. Boring is required under existing City maintained storm drain lateral crossings.

The Notice Inviting Bids for the project was advertised in the Press Enterprise. Formal bidding procedures were followed in conformance with Public Contract Code. Four bids were received as follows:

<u>Contractors</u>	<u>Verified Bid Amounts</u>
1. E.E. Electric, Inc.....	\$2,622,010
2. Asplundh Construction, LLC.....	\$2,759,095
3. Hot Line Construction, Inc.....	\$2,832,043
4. The Ryan Company.....	\$4,332,456

**ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report.  
*This alternative will provide for the ultimate, timely construction of the Alessandro*

*Crosstown Tie Project.*

- Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in delaying the timely construction of this project and will prevent Moreno Valley Utility from providing electrical service to forthcoming development in the Centerpointe Planning Area.*

**FISCAL IMPACT**

This project is included in the Fiscal Year 2017/2018 & 2018/2019 Adopted Capital Improvement Plan Budget. It will be financed by use of Moreno Valley Utility’s fund balance. A Budget Appropriation in the amount of \$526,000 is required because of additional infrastructure required for fiber optic and traffic signal coordination improvements as well as project administration costs.

Proposed Appropriation for Fiscal Year 2018/2019:

Description	GL Account No.	Type (Rev/Exp)	FY 17/18-18/19 Budget	Proposed Adjustments	FY 17/18-18/19 Amended Budget
6011-MVU Restricted	GL – 6011-30-80-80005-720199 PN – 805 0044 6011 99	Exp	\$2,759,000	\$526,000	\$3,285,000

**FISCAL YEAR 2017/2018 – 2018/2019 PROJECT BUDGET:**

MVU Restricted Fund		
GL Account No. 6011-30-80-80005-720199		
Project No. 805 0044 6011 99 .....		\$2,759,000
MVU Fund Budget Appropriation		
GL Account No. 6011-30-80-80005-720199		
Project No. 804 0044 6011 99 .....		\$ 526,000
Total.....		\$3,285,000

**ESTIMATED CONSTRUCTION RELATED COSTS:**

Construction Costs (includes 15% contingency).....	\$3,015,312
Consultant Work Authorization.....	\$ 100,000
Project Administration and Inspection.....	\$ 110,000
Geotechnical Services.....	\$ 59,500
Total.....	\$3,284,812

**NOTIFICATION**

A Notice Inviting Bid was advertised in the Press Enterprise. The project was placed on PlanetBids for 33 days, from July 13, 2018 through August 15, 2018. A Pre-Bid Conference was held on August 8, 2018. In total, 3 Addendums were issued in response to questions and answers to prospective bidders.

**PREPARATION OF STAFF REPORT**

Prepared By:

Department Head Approval:

Clement Jimenez  
Senior Engineer, P.E.

Marshall Eyerman  
Chief Financial Officer/City Treasurer

Concurred By:  
Jeannette Olko  
Electric Utility Division Manager

**CITY COUNCIL GOALS**

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

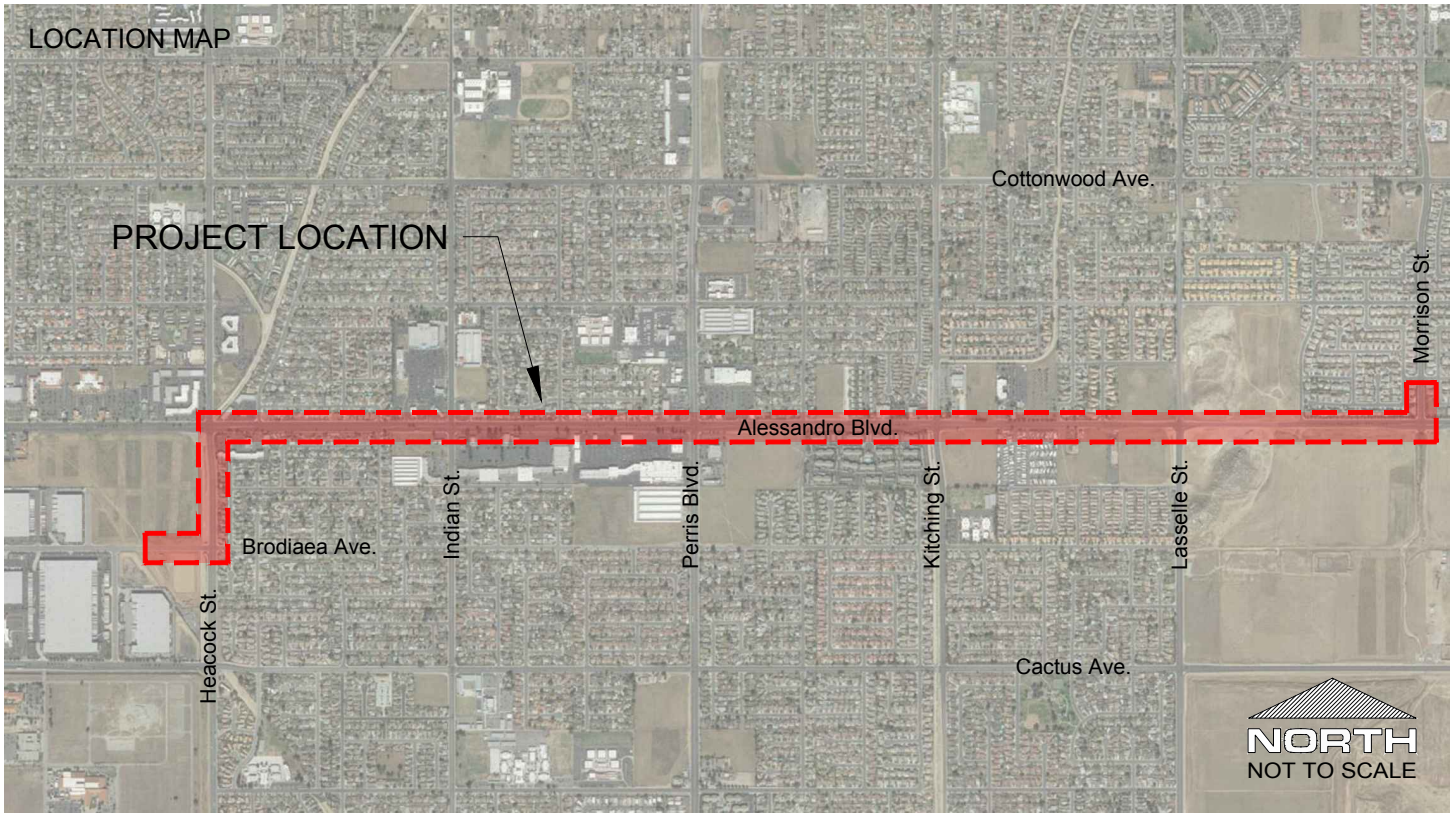
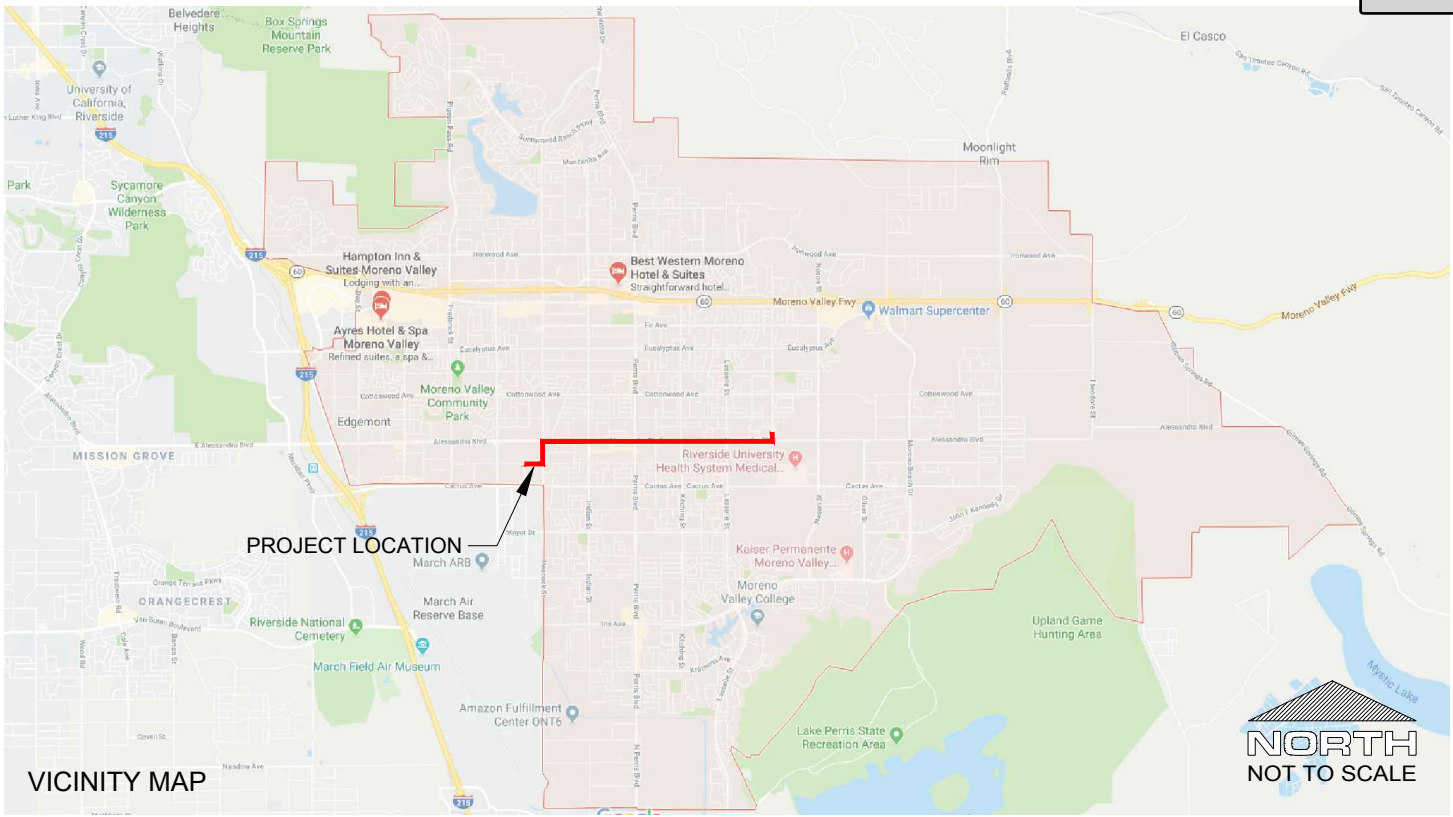
Objective 4.1: Develop a Moreno Valley Utility Strategic Plan to prepare for the 2020 expiration of the ENCO Utility Systems agreement.

**ATTACHMENTS**

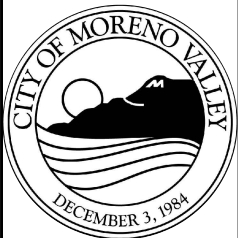
- 1. Attachment 1 - Location Map
- 2. Attachment 2 - Agreement

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	9/24/18 4:22 PM
City Attorney Approval	<u>✓ Approved</u>	9/26/18 5:40 PM
City Manager Approval	<u>✓ Approved</u>	9/27/18 12:14 PM



# LOCATION MAP



Financial & Management  
Services Department  
Electric Utility Division

**ATTACHMENT 1**

**ALESSANDRO CROSSTOWN TIE**

PROJECT No. 805 0044

Attachment: Attachment 1 - Location Map (3235 : AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO E. E. ELECTRIC, INC. FOR



**AGREEMENT****PROJECT NO. 805 0044 30 80****ALESSANDRO CROSSTOWN TIE  
Conduit, Cable, and Related Electrical Infrastructure  
Alessandro Boulevard between Morrison Street and Heacock Street  
Heacock Street between Alessandro Boulevard and Brodiaea Avenue**

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

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

**1. CONTRACT DOCUMENTS.** The Contract Documents consist of the following, which are incorporated herein by this reference:

- A. Governmental approvals, including, but not limited to, permits required for the Work
- B. Any and all Contract Change Orders issued after execution of this Agreement
- C. This Agreement
- D. Addenda Nos. 1-3 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. Project Plans
- H. City Standard Plans
- I. The bound Bidding Documents
- J. Contractor's Certificates of Insurance and Additional Insured Endorsements
- K. Contractor's Bidder's Proposal and Subcontractor Listing

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

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

- A. Environmental Notice of Exemption

**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 in 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 **Two Million Six Hundred Twenty Two Thousand Ten Dollars (\$2,622,010)** ("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 **One Hundred Forty (140) 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 **Forty (40) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Critical preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Storm Water Pollution Prevention Plan (SWPPP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- 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 **\$2,500.00 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 Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 10. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. **Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of

any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

**10.4. Intent of Parties Regarding Scope of Indemnity.** It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

**10.5. Waiver of Indemnity Rights Against Indemnitees.** With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

**10.6. Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 10.

**10.7. No Limitation or Waiver of Rights.** Contractor's obligations under this Paragraph 10 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 10 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

**10.8. Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

**10.9. Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 10 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

**11. SUCCESSORS AND ASSIGNS.** The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

**(SIGNATURE PAGE FOLLOWS)**

CITY OF MORENO VALLEY, Municipal Corporation

E. E. Electric, Inc.

BY: \_\_\_\_\_  
Thomas M. DeSantis, City Manager

License No./  
Classification: \_\_\_\_\_

DATE: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Chief Financial Officer / City Treasurer
_____ Date

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SIGNING INSTRUCTIONS TO THE CONTRACTOR:**

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

Attachment: Attachment 2 - Agreement (3235 : AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO E. E. ELECTRIC, INC. FOR



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** October 2, 2018

**TITLE:** APPROVE PROFESSIONAL CONSULTANT SERVICES AGREEMENTS WITH PARSONS TRANSPORTATION GROUP FOR THE STATE ROUTE 60/MORENO BEACH DRIVE PHASE 2 INTERCHANGE IMPROVEMENTS AND SR-60/NASON STREET OVERCROSSING IMPROVEMENTS PROJECTS

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve an Agreement for Professional Consultant Services with Parsons Transportation Group Inc. (Parsons) to provide environmental and specified engineering design services in the amount of \$600,000 for the SR-60/Moreno Beach Drive Phase 2 Interchange project;
2. Approve a separate Agreement for Professional Consultant Services with Parsons Transportation Group Inc. (Parsons) to provide professional engineering services in the amount of \$60,000 for the SR-60/Nason Street Overcrossing Improvements project;
3. Authorize the City Manager to execute the agreements with Parsons, subject to the approval by the City Attorney;
4. Authorize the issuance of a Purchase Order to Parsons for the SR-60/Moreno Beach Drive Phase 2 Interchange Improvements in the amount of \$600,000 and authorize the issuance of a Purchase Order to Parsons for the SR-60/Nason Street Overcrossing Improvements in the amount of \$60,000 when the agreements have been signed by all parties; and
5. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Agreements for Professional Consultant Services

with Parsons, not to exceed the Purchase Order amounts, subject to the approval by the City Attorney.

## **SUMMARY**

This report recommends approval of an agreement for professional consultant services with Parsons to prepare updated environmental documents and selected engineering design services for the State Route 60 (SR-60)/Moreno Beach Drive Phase 2 Interchange Improvements. This report also recommends a separate agreement with Parsons to finalize the right-of-way transfer to the California Department of Transportation (CalTrans) for SR-60/Nason Street Overcrossing Improvements project. These projects are currently funded through the Transportation Uniform Mitigation Fee (TUMF) and the Development Impact Fee (DIF) programs. New agreements instead of amendments to the existing agreement with Parsons are proposed due to significant changes to the TUMF model agreement, the City's standard agreement, and the City's financial software since the original agreement was prepared. Otherwise, amendments to the original agreement with Parsons would have been proposed.

## **DISCUSSION**

***SR-60/Moreno Beach Phase 2 Interchange Project*** - On August 21, 2018, the City was informed that the California Transportation Commission (CTC) approved an award of \$16.8 million in FY 2019/20 for construction for Phase 2 of SR-60/Moreno Beach Interchange Improvements ("SR60/MB Project") through the Trade Corridor Enhancement Program (TCEP). Additionally, staff has been notified by the Federal Emergency Management Agency (FEMA) of \$2.5 million in grant money for the construction of storm drain Line K-1, which is a component of the SR60/MB Project. FEMA is processing the application and there is a high likelihood that the City will be awarded the funds within the next year. Also in 2016, the SR60/MB Project was eligible to receive additional TUMF funds for the design phase, as completing the interchange is a high priority for the TUMF network.

Although the CTC has approved the TCEP funding for the SR60/MB Project, it is uncertain whether the funds will be affected by California's vote on the repeal of SB 1 on the November 2018 ballot. However, in order to meet the CTC deadline to start construction in FY 2019/20, staff recommends approval of an agreement for Parsons to get underway on early lead items to update the project's documents as most documents are eight to ten years old. Given the uncertainty over the passage of SB 1, and the unknown timing of the FEMA award, initially authorizing lead items provides flexibility to adjust or amend the scope as the construction funding picture becomes clearer. Updating the project documents and obtaining approvals by Caltrans will take approximately 10 to 14 months, depending upon any new findings. The lead items included in the scope of work are on the critical path and directly contribute to the construction cost and schedule of the project. In addition, the City needs to utilize the TUMF funds for their intended purpose to complete the design for Phase 2, or risk losing the funds.

Parsons was the original consulting firm selected and awarded a contract for both the SR60/Moreno Beach Phase 1 Interchange project and the SR-60/Nason Street Overcrossing project. Parsons successfully completed the contracted design work for both projects. For the SR60/MB Project, the remaining professional services work is generally to complete the revalidation of the previously-approved environmental clearance document, update the engineering design, and perform construction support. Phase 2 consists of the bridge over SR-60, the north side ramps, and a westbound auxiliary lane. Parsons had completed environmental clearance and developed approximately 85% plans for the entire SR-60/Moreno Beach interchange prior to the completion of Phase 1 construction. The Phase 2 project reached logical milestones including completing the environmental clearance, acquiring all right-of-way, and 85% engineering in order to compete for construction grant funds. The Parsons team has experience with the project and can deliver the required documents at a competitive cost in a timely fashion to avoid any delays and potential loss of funding. Parsons also has a successful track record with Caltrans staff who will be reviewing and approving this project.

Parsons' proposed scope of work consists of updated traffic studies; updated field surveys due to completion of adjacent Phase 1 improvements and abutting developments; changes in vertical grades and controls on SR-60; updates to design plans and estimates; updates to engineering reports and roadway geometry to meet new Caltrans and City standards; updates to environmental studies including noise studies and air quality analyses; new paleontological requirements; updated bridge geotechnical studies to accommodate new seismic criteria; conversion of files to new requirements; updates due to new safety standards; and updated utility coordination. These items are essential to meeting the deadline for funds and are for the types of work that can be utilized for future funding applications if the SB 1 funds are not awarded. The consultant's effort is estimated to be \$600,000 which will be funded with TUMF and DIF funds.

Once construction fund sources become more certain, staff anticipates returning with an amendment for City Council's approval for completion of design, potential utility relocation, construction permitting, design support during construction, and any other adjustments that arise from the development of the project plans. This future cost could range from \$450,000 to \$650,000, depending upon findings from early lead items and are eligible for TUMF and DIF funds.

Staff recommends moving forward with an agreement for the lead items for the following reasons:

- Delaying the environmental revalidation documents and design puts the TCEP funds in jeopardy since the program year is FY 2019/20;
- TUMF funding for the SR60/MB Project may get reprogrammed for another Central Zone project if not used in a timely manner;
- Updated environmental and design documents can be used to apply for other funding sources and grants, if the TCEP funds should go away; and

- Timing is opportune to update the project now before the documents become too dated to be used.

***SR-60/Nason Street Overcrossing Improvements Project*** - In order to complete the close-out process for the SR-60/Nason project, Caltrans requires the City to transfer, at no property cost, all the parcels to Caltrans that were acquired for the interchange. Therefore, included in the consultant's scope of work is the right-of-way engineering for the transfer of 15 parcels. The consultant's effort is estimated to be \$60,000. The work is funded from remaining available funds from the SR-60/Nason project and is eligible for reimbursement. The Parsons team has extensive experience and history with the project and can deliver the required documents at a fair and reasonable price, as well as by the deadline of January 2019.

Approval of the recommended actions would support Objective 4 of the *Momentum MoVal* Strategic Plan: "Manage and maximize Moreno Valley's public Infrastructure to ensure an excellent quality of life, develop and implement innovative, cost effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery."

## **ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow both projects to move forward and adhere to SB 1 guideline requirements for the SR-60/Moreno Beach Drive Phase 2 Interchange project.*
2. Provide direction to staff to develop a Request for Proposal for the selection of a consulting firm. *This alternative may result in a project delay and might result in losing SB 1 grant funding.*
3. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in a project delay and might result in losing SB 1 grant funding.*
4. Approve and authorize either one of the two projects as presented in this staff report. *This alternative will result in a project delay for the project that is not authorized to proceed.*

## **FISCAL IMPACT**

These projects are currently funded using Transportation Uniform Mitigation Fees (Fund 3003), Developer Impact Fee (DIF) Interchange Improvements Capital Projects Funds (Fund 3311) and Capital Projects Reimbursements Funds (3008). **There is no impact to the General Fund.**



AVAILABLE BUDGET FOR SR-60/MORENO BEACH PHASE 2 INTERCHANGE IMPROVEMENTS – FISCAL YEAR 2018/19:

TUMF Funds	
(Account 3003-70-77-80001) (Project No. 801 0021 70 77-3003-99) .....	\$1,149,598
DIF Funds	
(Account 3311-70-77-80001) (Project No. 801 0021 70 77-3311-99).....	\$33,017
Total FY 2018/19 Project Budget .....	\$1,182,615

ESTIMATED COST FOR DESIGN PHASE:

Consultant Costs.....	\$600,000
Additional Future Consultant Costs.....	\$450,000
Project Administration* .....	\$125,000
Total Estimated Cost.....	\$1,175,000

*\*Includes City project administration, application fees, and other related miscellaneous costs.*

ANTICIPATED PROJECT SCHEDULE:

Complete Design ..... August 2019

AVAILABLE BUDGET FOR SR-60/NASON STREET OVERCROSSING IMPROVEMENTS – FISCAL YEAR 2018/19:

Capital Projects Reimbursement Funds	
(Account 3008-70-77-80002) (Project No. 802 0003 70 77-3008-99) .....	\$184,646
DIF Funds	
(Account 3311-70-77-80002) (Project No. 802 0003 70 77-3311-99).....	\$30,000
Total FY 2018/19 Project Budget .....	\$214,646

ESTIMATED COST FOR RIGHT-OF-WAY TRANSFER:

Consultant Costs.....	\$60,000
Project Administration* .....	\$5,000
Total Estimated Cost.....	\$65,000

*\*Includes City project administration, and other related miscellaneous costs.*

ANTICIPATED PROJECT SCHEDULE:

Complete Right-of-Way Transfer ..... January 2019

**NOTIFICATION**

Public notification and community outreach will continue throughout the completion of the SR-60/MBProject.

**PREPARATION OF STAFF REPORT**

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

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

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

**CITY COUNCIL GOALS**

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

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

- 1. Agreement for Professional Consultant Services with Parsons for SR-60 Moreno Beach Drive Phase 2 Interchange project
- 2. Agreement for Professional Consultant Services with Parsons for SR-60 Nason Street Overcrossing project

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	9/26/18 8:47 AM
City Attorney Approval	<u>✓ Approved</u>	9/25/18 5:44 PM
City Manager Approval	<u>✓ Approved</u>	9/27/18 12:13 PM

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
STATE ROUTE 60/MORENO BEACH DRIVE PHASE 2 INTERCHANGE IMPROVEMENTS  
PROJECT NO. 801 0021**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Parsons Transportation Group, Inc., a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

**RECITALS**

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

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit A (Scope of Services) hereto; and

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

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

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

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

**AGREEMENT FOR PROJECT  
RELATED SERVICES  
PROJECT NO. 801 0021**

**DESCRIPTION OF PROJECT**

1. The Project is described as State Route 60/Moreno Beach Drive Phase 2 Interchange Improvements Project No. 801 0021.

**SCOPE OF SERVICES**

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

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

**PAYMENT TERMS**

4. The City agrees to pay the Consultant and the Consultant agrees to receive "Not-to-Exceed" fee of \$600,000 in accordance with the payment terms provided on Exhibit C attached hereto and incorporated herein by this reference.

**TIME FOR PERFORMANCE**

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

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

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through December 31, 2023, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

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

**AGREEMENT FOR PROJECT  
RELATED SERVICES  
PROJECT NO. 801 0021**

the prior approval of the City.

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

**SPECIAL PROVISIONS**

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

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

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

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

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES –  
PROJECT NO. 801 0021**

and during the performance of this Agreement, Consultant agrees as follows:

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

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

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin,

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES –  
PROJECT NO. 801 0021**

ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

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

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

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

This section shall survive termination or expiration of this Agreement.

15. Insurance.

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

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES –  
PROJECT NO. 801 0021**

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

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

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



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

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

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

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

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

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

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produced under this agreement may be public record under State law.

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

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

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by

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appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

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

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

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the

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City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

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

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its

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subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

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

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

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

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

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

- a) CONSULTANT shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONSULTANT violates or breaches terms of the Agreement.

**AGREEMENT FOR PROFESSIONAL  
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- b) CITY may terminate the Agreement for cause or for convenience, and CONSULTANT may terminate the Agreement, as provided the General Conditions.
- c) CONSULTANT shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONSULTANT.)
- d) CONSULTANT shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- e) CONSULTANT shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- f) CONSULTANT shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- g) CONSULTANT shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- h) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
- i) Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or



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

**SIGNATURE PAGE FOLLOWS**



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

City of Moreno Valley

Parsons Transportation Group, Inc.

BY: \_\_\_\_\_  
Thomas M. DeSantis, City Manager

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

Name: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(President or Vice President)

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

Name: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Public Works Director/City Engineer

\_\_\_\_\_  
Date

Attachment: Agreement for Professional Consultant Services with Parsons for SR-60 Moreno Beach Drive Phase 2 Interchange project (3152 :

**Scope of Work**  
**State Route 60 / Moreno Beach Drive Interchange Project (Phase 2)**  
**09/25/18**

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We request authorization in the amount of \$600,000 for only the select scope items noted below to be performed:

- Task 1.0 Project Management\*\* - 50%
- Task 2.0 Preliminary Design and Engineering Reports - 100%
- Task 3.0 Environmental Support - 85%
  - Excluding Task 3.3 Agreements
- Task 4.0 Geotechnical Support - 100%
- Task 5.1.1 Update Roadway Plans
  - CADD file conversion (v7 to v8) - 100%
  - Title, Typical Sections, Keymap and Layouts\*\* - 50%
  - Profile and Superelevation\*\* - 50%
- Task 5.1.3 Update Roadway Estimate - 50%
- Task 5.1.7 Revised Landscape Concept Plan - 100%
- Task 6.1.1 Structures Design Criteria Memo - 100%
- Task 6.1.2 Update Structures Design Calculations\*\* - 50%
- Task 6.1.3 Update Structures Plans (95%)\*\* - 50%
- Traffic Counts (NDS) - 100%
- Mapping and Survey (Guida) - 100%
- Geotechnical Studies (EMI) - 100%
- ODC's\*\* - 15%

\*\* Scope item to be initiated and partially completed to the % shown

Attachment #1 – Scope of Work

Attachment #2 – Cost Proposal

Attachment: Agreement for Professional Consultant Services with Parsons for SR-60 Moreno Beach Drive Phase 2 Interchange project (3152 :



**STATE ROUTE 60 / MORENO BEACH DRIVE INTERCHANGE PROJECT (PHASE 2)  
PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)  
CALTRANS EA 32303**

**Scope of Work**

**Date: 09-25-2018**

**BACKGROUND:**

The City of Moreno Valley (City), in cooperation with Caltrans, proposes to improve the existing State Route 60 / Moreno Beach Drive interchange (Project) in the City of Moreno Valley, Riverside County. Proposed improvements include replacing the existing Moreno Beach Drive Overcrossing (Bridge No. 56-0845), construction of the westbound SR 60 ramps, reconstruction a portion of the eastbound SR 60 ramps, widening of Moreno Beach Drive from Eucalyptus Avenue to Hemlock Avenue, and completion of the Line K-1 Master Plan Drainage improvements along Ironwood Avenue.

Parsons prepared 95% project plans that were submitted in the fall of 2009 for Caltrans review. This submittal was prior to splitting this project into two phases. Parsons received comments and was in the process of addressing comments in September 2009 and the project was placed on hold. The City has requested that Parsons prepare a PS&E package for Phase 2 of the State Route 60 / Moreno Beach Interchange project.

**SCOPE OF WORK:**

This scope of work describes additional design effort related to repackage Phase 2 based on recently constructed Phase 1 improvements and additional tasks required to update and revise applicable Project components and take the Project through the Ready to List (RTL) process. It is assumed that the City will Advertise, Award, and Administer (AAA) the contract.

**Assumptions:**

This Scope of Work does not include:

1. Supplemental Geotechnical Subsurface Exploration
2. Supplemental Asbestos, Lead-Based Paint, or Aerially Deposited Lead Exploration
3. Prepare Overhead Sign Foundation Report(s)
4. Supplemental Utility Potholing
5. Utility Relocation Design and/or Plans
6. Value Engineering (VE) Study
7. Revised Pavement Design
8. Revised Life Cycle Cost Analysis (LCCA)
9. Revised Jurisdictional Delineation (JD) Report
10. Resource Agency Permit Fees
11. Support Services During Construction

## ATTACHMENT 1

**PROJECT FUNDING AND INVOICING FORMAT:**

Per discussions with the City, the design and construction phases of this project will be funded with separate funding allocations for the following project locations:

- SR 60 / Moreno Beach Drive Interchange
- SR 60 / Nason Street Interchange
- Line K-1 Drainage Improvements

Hence all design phase and construction phase costs must be segregated by location and invoiced separately each month. Based upon this requirement, the Scope of Work and Cost Proposal has been separated by project location. Parsons will submit (3) separate invoices each month for each of the project locations noted above.

**SUMMARY OF WORK:**

The Work will include only the services specified herein. Any additional tasks or work items shall be subject to a Supplemental Agreement(s) or Amendment(s) which may subsequently be entered into by the City and the Parsons.

**WORK BREAKDOWN STRUCTURE (WBS):**

A detailed Work Breakdown Structure has been developed for specific tasks for each of the three project locations. The “top level” WBS’s are listed below. A detailed listing of the Tasks and WBS’s is provided in the subsequent sections of this Scope of Work.

Each WBS number contain five (5) digits. All WBS’s related to the SR 60 / Moreno Beach Drive Interchange begins with the digit “1”. All WBS’s related to the SR 60 / Nason Street Interchange begins with the digit “2”. All WBS’s related to the Line K-1 Drainage Improvements begins with the digit “3”.

**SR 60 / MORENO BEACH DRIVE INTERCHANGE**

11000	Project Management
12000	Preliminary Design and Engineering Reports
13000	Environmental Support
14000	Geotechnical Support
15000	Roadway PS&E
16000	Structures PS&E
17000	Ready to List Process

**SR 60 / NASON STREET INTERCHANGE**

*n/a No work anticipated*

**LINE K-1 DRAINAGE IMPROVEMENTS**

37000	Ready to List Process
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## **TASK 1 - PROJECT MANAGEMENT**

### ***WBS 11000 (MORENO)***

Acting as Prime Consultant, Parsons will execute subcontracts with Sub-Consultants and direct their work. Prime contract terms and conditions will be incorporated into the subcontract agreements. Parsons will be the primary contact for the City. This task will also include communication/coordination efforts by the Project Manager as part of the overall management of the project.

#### **1.1 PROJECT MANAGEMENT AND COORDINATION**

##### ***(WBS 11100)***

Parsons shall provide project management for the project, including:

1. Management of project tasks, staff, budgets
2. Coordination with the City, Caltrans, and all affected and involved agencies including Caltrans, the City of Moreno Valley, FHWA, RWQCB, RCFC&WCD, Utility Companies and Federal and State Resource Agencies
3. Schedule updates
4. Progress reporting
5. Additional tasks as required to obtain Caltrans approval
6. Schedule periodic progress meetings with the City
7. Conduct monthly Project Development Team (PDT) meetings with the City and Caltrans,
8. Prepare meeting agendas and minutes for all meetings

#### **1.2 MEETINGS, MINUTES, SCHEDULE UPDATES**

##### ***(WBS 11200)***

Parsons' Project Manager will hold a kickoff meeting with Caltrans and will schedule monthly PDT meetings to include the City, Caltrans, and other parties as required. Based upon the proposed schedule we have budgeted for (1) kickoff meeting and (12) PDT meetings in Phase 2. Minutes of PDT meetings will be prepared by Parsons and will be distributed to the City within five (5) working days after the meeting to all attendees, and invitees, including the City's project manager. The minutes shall include, but not be limited to, a list of attendees with phone numbers and e-mail, a synopsis of discussion items, any pertinent information, action items, and all follow-ups to the action items. The meeting minutes will be considered approved as "final" if no comments are received within (5) days of the date of distribution. Parsons will make available, for review, the minutes of each meeting, at each succeeding meeting.

#### **Establish Project Development Team**

Parsons will coordinate the establishment of the PDT. The PDT will be comprised of the City's Project Manager; Caltrans Project Manager; Caltrans Project Development, Environmental, Right-of-Way, Maintenance, and Traffic Operations units. Other members of the PDT will include representatives from the City of Moreno Valley, and other parties as required.

## ATTACHMENT 1

**Meetings with Caltrans Functional Units**

Parsons' Project Manager will hold meetings with Caltrans functional units if required to discuss technical issues and to facilitate the progress of the work, review comments and to discuss technical issues covered by the PDT meetings. Minutes of these meetings will be prepared by Parsons and will be distributed to the City and attendees within five working days. We have budgeted for (8) meetings with Caltrans Functional Units.

**Additional Meetings**

Parsons will attend additional focused meetings as required to complete the project, including a Public Information Meeting and informational meetings with project stakeholders. (Total 2 meetings)

**Design Progress Meetings (Subconsultant/Coordination)**

Parsons' Project Manager will schedule weekly or bi-weekly meetings or teleconference calls with its subconsultants when they are actively working on tasks for this project. These meetings will include discussion and monitoring the progress and content of the work and to verify that the work is proceeding in accordance with the project scope and schedule and that the subconsultant has the latest information being developed by other disciplines for the project.

**Prepare and Maintain Master Design Schedule**

Parsons will provide a digital version of the project schedule in Microsoft Project format and hard copy. The project schedule shall be updated monthly and handed out during the PDT Meetings.

The project schedule shall be divided into tasks and subtasks in full detail including, but not limited to, City function timeline, Caltrans function timeline, and other outside sources such as agencies or utilities. Some of the tasks shall be, but are not limited to, design, advertising, and construction. The critical path items by Parsons, City and Others will be tracked and flagged for discussion at the monthly project meetings.

### 1.3 PROGRESS REPORTS (WBS 11300)

On a monthly basis, Parsons will prepare and submit to the City a monthly progress report, indicating the progress achieved, to the task level, during the period. The report will summarize the actual progress compared with the estimated progress and will identify problem areas, provide evaluations, recommendations, and an outline on the process, which Parsons and the City will follow to rectify the problem(s). The progress report will be submitted with the monthly invoice.

***Deliverables: Monthly Progress Report, Monthly Invoice***

## ATTACHMENT 1

**1.4 QUALITY ASSURANCE / QUALITY CONTROL (QA/QC) PLAN  
(WBS 11400)**

Within 30 days of receiving the Notice-to-Proceed (NTP), a quality control plan will be prepared for this project and submitted for review and approval by the City. Parsons will maintain quality control procedures during the preparation of documents, plans, and drawings related to the project. All Subconsultants will be required to follow quality control procedures in performing their work for this engagement and Parsons will review each firm's QA/QC procedures and review the implementation of those procedures.

Parsons' Project Manager will conduct weekly meetings with the Parsons' design staff to discuss the progress of the work and to monitor the design.

Prior to each submittal of 95 and 100-Percent PS&E, Parsons will conduct an internal "peer review" and assemble a list of "peer review comments" and responses. These comments and responses will be shared with the City for reference purposes as documentation of Parsons internal Quality Review process. The information may be provided as copies of redlined sheets (11" by 17") with responses noted, and/or a list of written comments by discipline with responses. Parsons will submit the independent QC comments with a cover page including the name of the Professional Engineer who conducted the review, along with his stamp and a statement that he has certified the QC comments. Parsons will notify the City of the timing of the internal QC review so that the City may visit Parsons Office during that time and have informal consultation with the Parsons staff that are conducting the review.

## **TASK 2 – PRELIMINARY DESIGN AND ENGINEERING REPORTS**

### **WBS 12000 (MORENO)**

#### **2.1 MAPPING AND SURVEYS** **(WBS 12100)**

Parsons will conduct research, planning, field survey, processing and adjusting data, and creating the design project file required to prepare an updated topographic and field survey for the recently constructed Phase 1 improvements.

##### **2.1.1 Control Surveys** **(WBS 12101)**

Parsons will recover primary control that was established for the Phase 1 improvements. From this primary control, additional survey control will be set for the engineering surveys and aerial mapping for the recently constructed Phase 1 improvements.

***Deliverable: Control Survey***

##### **2.1.2 Aerial Topographic Mapping** **(WBS 12102)**

New mapping is required for the recently constructed Phase 1 improvements. Parsons will obtain aerial topographic mapping compiled in conformance with current Caltrans mapping standards. Mapping deliverables will be provided in MicroStation format.

***Deliverables: Aerial Topographic Mapping 2-D and 3-D DTM***

##### **2.1.3 Design/Field Surveys** **(WBS 12103)**

Parsons will complete updated field surveys for the recently constructed Phase 1 improvements.

***Deliverable: Design/Field Survey***

#### **2.2 SUPPLEMENTAL PROJECT REPORT** **(WBS 12200)**

Parsons will prepare a supplement to the project report (3<sup>rd</sup> Revision). Per Caltrans PDPM, the supplemental project report is required to capture all changes during the PS&E. This includes update to traffic analysis, fact sheet report, and any design changes that were not captured in the Project Report.

***Deliverable: Third Supplement of the Project Report***



## **2.3 UPDATED TRAFFIC ANALYSIS & REPORT (WBS 12300)**

A traffic analysis report will be required to update the design horizon year from 2035 to 2042, since the 2035 traffic analysis is outdated per Caltrans requirement. The supplemental traffic analysis and report are required to make sure that operation for the facility meets capacity demand and LOS for 2042 design year.

### **2.3.1 Traffic Counts (WBS 12301)**

Parsons will utilize available traffic count information at the intersections of the Westbound 60 ramps and Moreno Beach Drive as well as Eucalyptus Avenue and Moreno Beach Drive. Existing traffic counts will be supplemented with PeMS data and additional counts collected by the project team on freeway segments in and adjacent to the SR 60 Interchange at Moreno Beach Drive as well as intersections on Moreno Beach Drive between Ironwood Avenue and Auto Mall Drive.

***Deliverable: Traffic Counts***

### **2.3.2 Traffic Methodology Memo (WBS 12302)**

Parsons shall develop a Traffic Methodology Memo summarizing the procedures and assumptions to be used in the traffic operations analysis and documenting the key input assumptions and methodology to be used to produce existing and future traffic volumes. The memo will be submitted to the City and Caltrans for concurrence prior to undertaking traffic operations analysis work. After concurrent review by the City & Caltrans staff, a Final Traffic Operations Analysis Methodology Memo will be prepared. The memo will be submitted to the City and Caltrans for approval prior to undertaking the traffic operations analysis.

***Deliverable: Traffic Methodology Memo***

### **2.3.3 Traffic Operations Analysis Report (TOAR) (WBS 12303)**

Parsons will prepare a TOAR containing traffic operations analysis. The supplemental TOAR will include procedures and assumptions used in the traffic operations analysis. Available data, reports, and relevant studies will be reviewed in preparation of the TOAR. In addition, Project related impacts and mitigation measures shall be identified. Signalized intersections and arterial operations will be modeled using Synchro. Freeway segments will be modeled using HCS and future volumes will be developed based on Southern California Association of Governments Regional Travel Demand Model runs that are performed for the project. The study will meet the requirements for the level of NEPA and CEQA documentation required for the project. The results of related studies will be considered and incorporated as appropriate. The TOAR will be submitted to the City and Caltrans for review and approval.

## ATTACHMENT 1

The TOA Report will analyze AM and PM peak hour conditions for the following scenarios:

- Existing (Base Year)
- No Build 2022 (Opening Year)
- Build 2022 (Opening Year)
- No Build 2042 (Design Year)
- Build 2042 (Design Year)

The TOA Report will include the following analyses:

- Mainline Segment Analysis
- Weaving Segment Analysis
- Ramp Merge/Diverge Analysis
- Intersection Analysis

***Deliverable: Traffic Operations Analysis Report***

#### **2.4 UPDATED FACT SHEETS AND GEOMETRIC APPROVAL DRAWINGS (WBS 12400)**

Parsons will review the previously approved design exceptions and evaluate for new design exceptions based on the Highway Design Manual (HDM) December 2017 update. Parsons will prepare Supplemental Design Exception Fact sheets and a revised GAD, as needed. Based on recent discussions with Caltrans, the revised GAD is required to document all recent updates to the HDM.

***Deliverable: Supplemental Fact Sheets and Revised GAD***

#### **2.5 UTILITY COORDINATION (WBS 12500)**

Parsons will update utility research performed during the Planning and PS&E Phase for all utilities within the project limits.

Parsons will coordinate with the utility companies regarding the project related to modifications of their facilities. Parsons will confirm the requirements for facilities including protection, relocation, right-of-way, easements, and construction.

Parsons will coordinate with Southern California Edison (SCE) and the City of Moreno Valley for the source of power location for the service point location(s) for traffic signals and locations for the meter cabinets and traffic signal controller cabinets once the locations are determined.

Parsons will coordinate service connection points and locations for irrigation controllers for the landscaping irrigation system.

Parsons will lead all utility coordination efforts for this project. Parsons will send out copies of the current existing utility plans to all known utility owners within the project limits and will request verification of the existing facilities shown and redlined

## ATTACHMENT 1

markups of any changes or updates to the current existing utility plans. The known utility owners within the project area include: Eastern Municipal Water District (EMWD), Southern California Edison (SCE), Southern California Gas Company, Time Warner Cable, and Verizon as well as the City's Electrical Utility.

After obtaining updates of the existing and planned utilities, Parsons will schedule utility coordination meetings to present the proposed project plans to the Utility Owners for their use in developing preliminary relocation concepts. At these meetings, Parsons will confirm with each utility their requests for any proposed utility openings in the Moreno Beach Drive Overcrossing.

Parsons will provide Second Utility Notification Letters (Prepare to relocate) and Third Utility Notification Letters (Notice to relocate).

If necessary, the Parsons will provide Fourth Utility Notification Letters (Notice to Relocate Immediately) and/or call utilities, as necessary, until a written response is received from the utility.

***Deliverable: Utility Coordination and Notification Letters***

## TASK 3 – ENVIRONMENTAL SUPPORT

### WBS 13000 (MORENO)

#### 3.1 ENVIRONMENTAL RE-VALIDATION (WBS 13100)

Parsons will prepare an environmental re-validation for the previously approved Environmental Document (Initial Study/Negative Declaration and NEPA CE Re-Validation).

Assumptions and Exclusions:

- CEQA IS/MND (2007), NEPA 6005 CE (2010) for full Moreno IC, and CEQA/NEPA Revalidation (August 2011) remain valid.

**Deliverables:**

1. **Draft Environmental Re-Validation Form**
2. **Final Environmental Re-Validation Form with Response to Comments Matrix**

#### 3.2 ENVIRONMENTAL STUDIES (WBS 13200; 13201 thru 13214)

Parsons will prepare a Memorandum to File to accompany the Environmental re-validation for each previously approved Environmental Technical Study to document that there is no change. Upcoming environmental technical report/memoranda updates, surveys, species lists, database searches, record searches and CEQA/NEPA findings are assumed consistent with all previously prepared environmental technical reports prepared for the project, including:

1. Visual Impact Assessment Update Memorandum
2. Supplemental Noise Study Report
3. Supplemental Air Quality Study Update
4. Water Quality Technical Study Update Memorandum
5. Hazardous Waste Initial Site Assessment Update Memorandum
6. Asbestos Containing Materials (ACM) and Lead-Based Paint Report
7. Aerially Deposited Lead Memorandum
8. Wetlands Study Update
9. Burrowing Owl Survey Update Memorandum (survey update in lieu of protocol survey)
10. Wildlife Survey Updates (Vireo, Flycatcher survey update in lieu of protocol survey, Bat)
11. Natural Environmental Study (Minimal Impacts) [NES-MI] Update Memorandum
12. Determination of Biologically Equivalent or Superior Preservation (DBESP) Addendum
13. Cultural Resource Technical Study Update Memorandum
14. Paleontological Identification Memorandum

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**Visual Impact Assessment Update Memo**

Parsons will prepare an update memo briefly discussing the existing visual setting for the project site, immediate vicinity, as well as the general regional setting. The project's visual change will be analyzed qualitatively and summarize the project's visual change, potential sensitivity of viewers, and the resultant visual impacts.

Assumptions and Exclusions:

The scope excludes formal report preparation and/or renderings/photo-simulations. Scope assumes Caltrans approval of Visual Level Score of 14 or below and any geometric revisions required to adhere to current Caltrans standards are minor in nature and do not impact the visual setting of the project. Architectural treatment of currently proposed structures, as well as light and glare, will be addressed in project plans in lieu of this memorandum, if needed.

**Deliverables:**

1. ***Draft Visual Impact Assessment Update Memorandum***
2. ***Final Visual Impact Assessment Update Memorandum with Response to Comments Matrix***

**Supplemental Noise Technical Study**

Prior to initiating the supplemental noise study, Parsons will prepare a noise workplan memo outlining details of the noise analysis, including noise measurement locations (long term and short term) and noise analysis methodology. Parsons will consult with District 8 noise specialist assigned to this project to ensure that specific District 8 requirements are understood. Parsons will obtain approval of the noise workplan from Caltrans prior to initiating the supplemental noise technical study. Scope includes model calibration, electronic submittal of existing and future-no build models, and submittal of a draft, final draft and final noise study report. Based on recent discussions with Caltrans, the supplemental noise study will be required, irrespective of the results of the traffic analysis.

Assumptions and Exclusions:

Preparation of a Noise Abatement Decision Report (NADR) and noise barrier surveys are excluded. Opening Year and Horizon Year are assumed to be 2022 and 2042, respectively.

**Deliverables:**

1. ***Noise Workplan Memo for Supplemental Noise Study Report***
2. ***Existing TNM Model (electronic only)***
3. ***Future TNM Model (electronic only)***
4. ***Draft Supplemental Noise Study Report***
5. ***Draft Final Supplemental Noise Study Report with Response to Comments Matrix***
6. ***Final Supplemental Noise Study Report with Response to Comments Matrix***

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**Supplemental Air Quality Study Update**

Parsons will prepare a supplemental air quality study update that considers air emissions associated with changes in vehicular traffic patterns resulting from the proposed project and a revised opening year and horizon year of 2022 and 2042, respectively, for Phase 2. Transportation Conformity Working Group (TCWG) forms for PM Hot Spots will be submitted (Project ID RIV041052) to update previous TCWG coordination which occurred on 11/25/09. A Project-Level FHWA Air Quality Determination memorandum will also be included, to update the document previously submitted to the Federal Highway Administration (FHWA) on 8/26/2010.

Parsons may survey the project study area for sensitive receptor locations. Existing conditions pertaining to current local emissions will be obtained from the nearest air quality monitoring locations.

Assumptions and Exclusions:

Transportation Conformity Working Group (TCWG) coordination to re-determine Not-Project of Air Quality Concern (Not-POAQC) status is excluded. Previous Not-POAQC determination made July 26, 2006 remains valid. Opening Year and Horizon Year are assumed to be 2022 and 2042, respectively. Preparation of the PM Hot-Spot Summary form is included; however, PM modeling is excluded.

**Deliverables:**

1. ***PM Hot-Spot form for TCWG Submittal***
2. ***Draft Supplemental Air Quality Study***
3. ***Final Supplemental Air Quality Study with Response to Comments Matrix***
4. ***FHWA Project-Level Conformity update memorandum (update to July 2010 FHWA submittal)***

**Water Quality Technical Study Update Memorandum**

Canyon Lake and Lake Elsinore impairments will be updated as well as applicability of the San Jacinto watershed and/or Statewide Construction Permit.

Assumptions and Exclusions:

Hydrology and Floodplain report are not required for Phase 2. The findings of the Water Quality/Floodplain Technical Study Update memorandum dated 2/5/2010 remain valid.

**Deliverables:**

1. ***Draft Water Quality Technical Study Update Memorandum***
2. ***Final Water Quality Technical Study Update Memorandum with Response to Comments Matrix***

**Hazardous Waste Initial Site Assessment Update Memo**

Parsons will conduct a site reconnaissance to observe site conditions for obvious visual indications of activities in the general project area that might represent a hazardous materials or waste concern for the project. Parsons will obtain and review database reports, regulatory agency lists and standard environmental record sources

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to identify locations of potential concern within the ASTM Standard Practice E 1527-05 (Standard) minimum search distances to identify any new Recognized Environmental Conditions (RECs). According to the ASTM Standard Practice E 1527-05, the term REC means “the presence or likely presence of hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property.”

Assumptions and Exclusions:

Update will not result in the identification of new Recognized Environmental Conditions (RECs) and the findings in the previous Initial Site Assessment and 2010 ISA update memorandum remain valid.

***Deliverables:***

1. ***Draft Hazardous Waste Initial Site Assessment Update Memorandum based on updated record search***
2. ***Final Hazardous Waste Initial Site Assessment Update Memorandum with Response to Comments Matrix***

**Asbestos Containing Materials (ACM) and Lead-Based Paint Report**

Asbestos and Lead-Based Paint Reports will be prepared by individuals with appropriate licenses as required by Caltrans. The Asbestos report will include an analysis of the concrete and asphalt as well as a review of the existing bridge as-built plans. Based on recent experience removing the adjacent Nason Street OC, it is anticipated that ACM may be present on the Moreno Beach Drive OC at the bridge rail gaskets and/or utility conduits. The Lead Based Paint Report will utilize chip sampling. As applicable these reports will be combined into one submittal to Caltrans.

***Deliverables:***

1. ***Asbestos Containing Materials Report***
2. ***Lead-Based Paint Report***

**Aerially Deposited Lead Memorandum**

Based on recent discussions with Caltrans, Parsons will review existing data of the surrounding area with respect to Aerially Deposited Lead. A brief memorandum will be prepared to document the potential presence of ADL at the project site.

Assumptions and Exclusions:

Additional field surveys and additional borings/Aerially Deposited Lead (ADL) surveys are not required.

***Deliverables:***

1. ***Draft ADL Memorandum***
2. ***Final ADL Memorandum with Response to Comments Matrix***

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**Wetlands Study Update**

Field review will be conducted to update the previous May 2006 Jurisdictional Delineation Report. Drainages Within Project Area, Wetland Indicators and Plant Associations, California Department of Fish and Wildlife jurisdiction and United States Army Corps of Engineers jurisdiction will be reviewed. Study will include an updated delineation of Riversidean sage scrub areas.

Assumptions and Exclusions:

Update will remain consistent with May 2006 Jurisdictional Delineation Report.

**Deliverables:**

1. ***The wetland study update results to be incorporated directly into Natural Environmental Study (Minimal Impacts) Update Memorandum without separate deliverable.***

**Burrowing Owl Survey Update**

An update of the assessment completed in 2011 will be prepared. A pedestrian survey of the Phase 2 project footprint will be conducted. Binoculars (10 x) will be used while walking to scan low-lying prominences and open areas within vegetation. The horizon will be observed to spot any burrowing owls flying a few feet above local vegetation.

Assumptions and Exclusions:

Only a survey update is required, and protocol surveys will not be conducted. It should be noted that the current survey protocol includes four (4) surveys between April 15 and July 15. Optimum survey spacing is three weeks between surveys.

**Deliverables:**

1. ***Burrowing Owl Survey Update Memorandum***

**Wildlife Survey Updates (Vireo, Flycatcher and bats)**

Survey updates will be performed to confirm absence of least Bell's vireo (*Vireo bellii pusillus*) [LBVI], southwestern willow flycatcher (*Empidonax traillii extimus*) [SWWF], and bats.

Assumptions and Exclusions:

New species will not be identified nor present in the Biological Study Area, beyond those discussed in the 2007 IS/MND. Only survey updates will be conducted, and no protocol surveys will be performed. Bats are assumed to be absent from the Biological Study Area. It should be noted that the current protocol for LBVI required eight (8) visits ten days apart, during the period from April 10 to July 31 and the current protocol for SWWF requires five (5) survey visits in three periods between May 15 and July 16.

**Deliverables:**

1. ***Survey results to be incorporated directly into Natural Environmental Study (Minimal Impacts) Update Memorandum without separate deliverable***



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**Natural Environmental Study (Minimal Impacts) [NES-MI] Update Memorandum**

Parsons will perform a field reconnaissance to confirm existing conditions have not substantially changed subsequent to the February 5, 2010 NES-MI. The update memorandum will discuss the presence of listed species, habitats, and ecological communities, and determine if follow-on focused surveys for one or more listed species are warranted.

Assumptions and Exclusions:

New species will not be identified nor present in the Biological Study Area, beyond those discussed in the 2007 IS/MIND. Focus and protocol surveys are not included.

***Deliverables:***

1. ***Draft NES-MI Update Memorandum***
2. ***Final NES-MI Update Memorandum with Response to Comments Matrix***

**Determination of Biologically Equivalent or Superior Preservation (DBESP) Addendum**

A DBESP is required for Western Riverside Multiple-Species Habitat Conservation Plan (WRMSHCP) compliance for impacts to Riparian/Riverine Areas/Vernal Pools as defined by the WRMSHCP. The DBESP will include a written description of biological information available for the project site including the resource mapping, map(s) of Riparian/Riverine/Vernal Pool areas as defined by the WRMSHCP indicating area(s) of impact, and an analysis per WRMSHCP Section 6.1.2.

Assumptions and Exclusions:

Only an addendum to the July 2010 DBESP will be prepared and a new DBESP analysis will not be required.

***Deliverables:***

1. ***Draft DBESP***
2. ***Final DBESP with Response to Comments Matrix***

**Cultural Resource Technical Study Update Memorandum**

The previous Historic Property Survey Report, Archaeological Survey Report and Historic Resources Evaluation Report will be reviewed to confirm that all Phase 2 project plans have been addressed in the previous studies. An updated cultural resource technical study update memorandum will be prepared to reconfirm applicability of the previously prepared reports.

Assumptions and Exclusions:

Initiation/Re-initiation of Native American/Tribal Consultation under Section 106 of the National Historic Preservation Act and AB52 is excluded because re-initiation of Native American consultation is not necessary for phased projects and AB52 was not in effect at the time the original cultural resources documentation was completed. Findings in the 2006 Historic Property Survey Report remain valid with a consistent determination of no new historic

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resources. Changes to the 2010 Area of Potential Effects (APE) Map will not occur (the 2010 APE map will be assumed to include all direct/indirect impacts, necessary components such as construction storage areas, stockpiling areas, and detour areas) and a full Supplemental Historic Property Survey Report, Supplemental Archaeological Survey Report, and Historic Resources Evaluation Report will not be required. An updated cultural resources record search, preparation of Department of Parks and Recreation 523 forms, field survey or windshield survey will not be required to prepare the cultural resources update memorandum. Structures included in the project work will not exceed 45 years in age prior to project construction.

***Deliverables:***

1. ***Draft Cultural Resource Technical Study Update Memorandum***
2. ***Final Cultural Resource Technical Study Update Memorandum with Response to Comments Matrix***

**Paleontological Identification Memorandum**

A Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER) were not prepared for previous project phases. Parsons will prepare a one-page memorandum limited to findings presented in the 2007 IS/MND to submit as a paleontological identification memorandum.

**Assumptions and Exclusions:**

Preparation of the following full reports is excluded: Paleontological Identification Report (PIR), Paleontological Evaluation Report (PER), and Paleontological Monitoring Report (PMP).

***Deliverables:***

1. ***Draft Paleontological Identification Memorandum***
2. ***Final Paleontological Identification Memorandum with Response to Comments Matrix***

### **3.3 AGREEMENTS (WBS 13300)**

Parsons will prepare amended environmental permit applications/renewals and coordinate will applicable resource agencies to obtain permits for construction. Agencies include the California Department of Fish & Wildlife (CDFW), Regional Water Quality Control Board, Riverside County Flood Control and Water Conservation District, and U.S. Army Corps of Engineers. The City will pay the permit fees.

Parsons will be required to obtain a Caltrans Encroachment Permit to conduct engineering field studies. The City will obtain a blanket Encroachment Permit from Caltrans for the project and then Parsons and Parsons Sub-consultants will pull permits under the City's blanket permit. It is assumed access to all areas requiring surveys will be provided by Caltrans and/or City encroachment permits.

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**3.3.1 U.S. Army Corps of Engineers 404 Permit  
(WBS 13301)**

Parsons will coordinate with the U.S. Army Corps of Engineers and prepare additional information to obtain an approved or preliminary Jurisdictional Determination. The jurisdictional determination will be used to complete the application and obtain issuance of the 404 permit.

***Deliverable: Documentation for Jurisdictional Determination, U.S. Army Corps of Engineers Permit (404)***

**3.3.2 Department of Fish and Game 1602 Agreement  
(WBS 13302)**

Parsons will coordinate with the California Department of Fish and Game to complete the application and obtain issuance of the 1602 agreement.

***Deliverable: Department of Fish and Game 1602 Agreement***

**3.3.3 Regional Water Quality Control Board 401 Permit  
(WBS 13303)**

Parsons will coordinate with the RWQCB to complete applications and obtain issuance of the RWQCB 401 permit.

***Deliverable: Regional Water Quality Control Board 401 Permit***

**3.3.4 Update Environmental Commitments (235.40)  
(WBS 13304)**

Parsons will update the environmental commitments record as required by the Standard Environmental Reference. This task includes any support necessary to ensure commitments are included in the PS&E package.

***Deliverable: Completed Environmental Commitment Record***

## **TASK 4 – GEOTECHNICAL SUPPORT**

### **WBS 14000 (MORENO)**

#### **4.1 GEOTECHNICAL DESIGN REPORT (GDR) ADDENDUM (WBS 14100)**

The previously submitted and approved GDR will be reviewed to verify that the improvements proposed in Phase 2 project are consistent with current Caltrans standards. An addendum to the GDR will be prepared to provide geotechnical recommendations consistent with current Caltrans standards.

***Deliverable: GDR Addendum***

#### **4.2 MATERIALS REPORT ADDENDUM (WBS 14200)**

The previously submitted and approved Materials Report will be reviewed to verify that the improvements proposed in Phase 2 project are consistent with current Caltrans standards. An addendum to the Materials Report will be prepared to provide geotechnical recommendations consistent with current Caltrans standards.

***Deliverable: Materials Report Addendum***

#### **4.3 UPDATED FOUNDATION REPORT (WBS 14300)**

EMI will update the previous Foundation Report for the Moreno Beach Drive Overcrossing replacement based on the revised plans and supplemental ground motion analysis. ARS curves will be updated, and calculations and recommendations will be revised as necessary. EMI will update the previous LOTB sheets for this task.

***Deliverable: Updated Foundation Report***

## TASK 5 – ROADWAY PS&E WBS 15000 (MORENO)

### 5.1 ROADWAY 95% PS&E (WBS 230) (WBS 15100)

Parsons will update the previous 95% Roadway PS&E package to meet current Caltrans standards including Caltrans Highway Design Manual, Caltrans Design Information Bulletins, Caltrans Standard Plans, Caltrans Standard Specifications, Caltrans Standard Special Provisions, and the California Manual on Uniform Control Devices (MUTCD). Roadway plans will be updated to accommodate the recently constructed Phase 1 improvements. Tasks include additional effort related to repackage Phase 2 based on recently constructed Phase 1 improvements/as-built information, segregating and renaming all CAD files, renumbering sheets, along with the following:

#### 5.1.1 Update Roadway Plans (95%) (WBS 15101)

The project plans will be revised to reflect the SR 60 / Moreno Beach Drive Interchange Project (Phase 2) as a stand-alone project.

The project CADD files for the project were prepared in Microstation v7 file format. In order to meet current Caltrans CADD standards, the project base files will need to be converted and reformatted to v8 file format, including the adjustments necessary to conform to the v8 Format Seed File and Design Plane Coordinates for the project site.

The overall effort related to repackaging the project plans results in approximately 279 plan sheets. Existing CAD files will be renamed and renumbered to comply with Caltrans CAD submittal requirements and individual sheets. Approximate sheet subtotals are listed in table below.

<b>Sheets</b>	<b># of Sheets (Phase 2)</b>
TITLE, TYPICAL SECTIONS, KEYMAP AND LAYOUTS	19
PROFILE AND SUPERELEVATION	10
CONSTRUCTION DETAILS	22
WPC AND EROSION CONTROL	11
GRADING AND DTM	5
DRAINAGE PLANS, PROFILES, DETAILS, AND QUANTITIES	34
UTILITY PLANS	5
CONSTRUCTION AREA SIGNS	1
CONSTRUCTION STAGING, TRAFFIC HANDLING, AND DETOUR	49
PAVEMENT DELINEATION AND SIGNING PLANS	32

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SUMMARY OF QUANTITIES	4
PLANTING AND IRRIGATION PLANS	12
ELECTRICAL PLANS	40
NSP'S AND RSP'S	10
BRIDGE PLANS	41
	<b>295</b>

***Deliverable: 95% Roadway Plans***

**5.1.2 Draft Roadway Specifications (95%)  
(WBS 15102)**

Parsons will prepare Roadway Specifications using Caltrans 2015 Specification format. This task is extensive and will also require re-evaluation of previous nSSP's. It is assumed that the City will Advertise, Award and Administer (AAA) the contract. Parsons will utilize City "boilerplate" specifications regarding contract administration. Parsons will work with City staff to incorporate portions of the City's boiler plate contract. These portions include the notice to bidders, proposal, bond forms, and standard agreement.

***Deliverable: 95% Roadway Specifications***

**5.1.3 Update Roadway Estimate (95%)  
(WBS 15103)**

Parsons will update the quantities based upon the updated 95% plans and will revise the cost estimate to reflect current bid prices.

***Deliverable: 95% Roadway Estimate***

**5.1.4 Update Transportation Management Plan (TMP)  
(WBS 15104)**

Parsons will develop a revised TMP based upon the revised 95% construction staging plans. This TMP will include various construction phase traffic management measures based upon typical TMP measures per the TMP Datasheet, and per coordination with the City and Caltrans. Parsons will discuss potential outreach programs/public information programs to provide construction phasing information and to request local input from affected residents and businesses. Parsons will submit a request to Caltrans for Lane Closure Charts (LCC's) and traffic delay calculations to be included in the TMP and project Special Provisions.

***Deliverable: Updated Transportation Management Plan***

Attachment: Agreement for Professional Consultant Services with Parsons for SR-60 Moreno Beach Drive Phase 2 Interchange project (3152 :

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### 5.1.5 Update Storm Water Data Report (SWDR) (WBS 15105)

Based on previous discussions with Caltrans District 8 staff, it is assumed that separate Storm Water Data Reports (SWDR) will be needed for this project. Therefore, Parsons will need to modify the original SWDR.

***Deliverable: Updated Storm Water Data Report***

### 5.1.6 Draft Drainage Report Addendum (WBS 15106)

Parsons will review the previous prepared drainage report for the Moreno Beach Drive Interchange which was based on the 95% drainage plans to verify compliance with current Caltrans standards. A draft addendum to the Drainage Report will be prepared to update on-site drainage calculations to comply with current Caltrans standards and reflect geometric revisions associated to the revised GAD. The on-site hydraulic computations will be based on Caltrans and RCFC & WCD Standards.

#### Assumptions and Exclusions:

The following items are excluded from this scope and would be considered extra services if required for project approval:

- Off-site hydrologic calculations
- Stand-alone Drainage Report for Phase 2 project

***Deliverable: Draft Drainage Report Addendum***

### 5.1.7 Revised Landscape Concept Plan (WBS 15107)

Parsons will prepare a revised Landscape Concept Plan for the recommended landscape planting, landscape irrigation, and hardscape features. The concept is anticipated to emphasize the Moreno Valley community image and spirit and reflect the SR 60 Corridor Master Plan along with the City's input and desire. Based on discussions with the City, it is assumed that Parsons will facilitate focus meetings with the City (Total 2 meetings) to develop a revised theme and concept compared to that used in the previous 95% plans.

***Deliverable: Revised Landscape Plan***

## 5.2 ROADWAY 100% PS&E (WBS 15200)

Parsons will prepare 100% Roadway PS&E which will include the following:

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**5.2.1 Update Roadway Plans (100%)  
(WBS 15201)**

Parsons will update the Roadway Plans per comments from the City and Caltrans on the 95% Roadway Submittal.

***Deliverable: 100% Roadway Plans***

**5.2.2 Update Roadway Specifications (100%)  
(WBS 15202)**

Parsons will update the Roadway Specifications per comments from the City and Caltrans on the 95% Roadway Submittal.

***Deliverable: 100% Roadway Specifications***

**5.2.3 Update Roadway Estimate (100%)  
(WBS 15203)**

Parsons will update the Roadway Estimate per comments from the City and Caltrans on the 95% Roadway Submittal.

***Deliverable: 100% Roadway Estimate***

**5.2.4 Final Transportation Management Plan (TMP)  
(WBS 15204)**

Parsons will update the TMP per comments from the City and Caltrans on the 95% Roadway Submittal.

***Deliverable: Final Transportation Management Plan***

**5.2.5 Final Storm Water Data Report (SWDR)  
(WBS 15205)**

Parsons will update the SWDR per comments from the City and Caltrans on the 95% Roadway Submittal.

***Deliverable: Final Storm Water Data Report***

**5.2.6 Final Drainage Report Addendum  
(WBS 15206)**

Parsons will update the Draft Drainage Report Addendum per comments from the City and Caltrans on the 95% Roadway Submittal.

***Deliverable: Final Drainage Report Addendum***



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**5.3 SAFETY REVIEW MEETING  
(WBS 15300)**

Parsons will attend the Safety Review meeting and address comments. This may require revisions to the project plans (40 hours assumed). Any additional tasks or work items beyond the assumed 40 hours may be subject to a Supplemental Agreement and/or Amendment.

**5.4 CONSTRUCTABILITY REVIEW  
(WBS 15400)**

Parsons will attend Constructability Review meeting address comments. This may require revisions to the project plans (40 hours assumed). Any additional tasks or work items beyond the assumed 40 hours may be subject to a Supplemental Agreement and/or Amendment.

## **TASK 6 – STRUCTURES PS&E**

### ***WBS 16000 (MORENO)***

#### **6.1 STRUCTURES 95% INITIAL PS&E**

##### ***(WBS 16100)***

Parsons will update the previous 95% Structures PS&E package for the Moreno Beach Drive OC replacement (Bridge No. 56-0845) to meet current Caltrans standards including:

1. AASHTO LRFD Bridge Design Specifications (6<sup>th</sup> Edition with Caltrans Amendments)
2. Caltrans Seismic Design Criteria (SDC) – Version 1.7 dated April 2013
3. Caltrans Standard Plans and Specifications – 2015 Edition
4. Latest Caltrans Technical Bridge manuals

Structure Design Calculations and Structure Independent Check Calculations require revisions to incorporate current Caltrans requirements and latest codes and guidelines. Items requiring design revisions include, but are not limited to; abutments, barriers, bridge deck, foundations, superstructure, and approach slabs.

##### Assumptions and Exclusions:

1. The following structures are included in the project and this scope of work:
  - Moreno Beach Drive OC (Replace) – Br. No. 56-0845
2. The Moreno Beach Drive OC will include minor aesthetic enhancements, including: pilasters, barrier formliner treatments, decorative railings and light fixtures, and slope paving treatment.
3. Retaining Wall 3805R, which was constructed in Phase 1 (EA 32301), is assumed to not need further design and/or retrofit to accommodate the Phase 2 improvements.
4. Scope excludes any new retaining walls

Parsons will revise and submit a revised 95% Structures PS&E package. Parsons will prepare all bridge design and PS&E deliverables in accordance with the Office of Specially Funded Projects (OSFP) Information and Procedures Guide Manual.

Tasks include:

##### **6.1.1 Structures Design Criteria Memo**

###### ***(WBS 16101)***

In accordance with Caltrans OSFP Information and Procedures (I&P) Guidelines 1-8, Parsons will coordinate with the Caltrans OSFP Liaison Engineer to evaluate the structure revisions necessary to conform with current Caltrans requirements. Parsons will prepare a Structures Design Criteria Memo documenting the required structure revisions.

***Deliverable: Structures Design Criteria Memo***

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**6.1.2 Update Structure Design Calculations  
(WBS 16102)**

Parsons will update the Structure Design Calculations for the Moreno Beach Drive OC replacement. Structure design calculations will be in accordance with Caltrans OSFP I&P Guidelines 4-5.

***Deliverable: Structure Design Calculations***

**6.1.3 Update Structure Plans (95%)  
(WBS 16103)**

Parsons will update the Structure Plans to the latest design standards and incorporate all design revisions based on the updated structure design calculations.

***Deliverable: 95% Structure Plans***

**6.1.4 Draft Structures Special Provisions and Cost Estimate  
(WBS 16104)**

This task includes efforts to prepare revised draft Structure Specifications and Estimate (SS&E), consistent with Caltrans 2015 Standard Plans. The activities include:

1. Review of the revised structure plans and quantities.
2. Update structure contract item list.
3. Prepare revised draft special provisions.
4. Update cost estimate for structure contract items and working day summary

***Deliverable: Draft Structures Specifications and Estimates***

**6.1.5 Update Structures Independent Check Calculations  
(WBS 16105)**

Parsons will update the Independent Design Check Calculations for the Moreno Beach Drive OC replacement. Independent design check calculations will be in accordance with Caltrans OSFP I&P Guidelines 4-5.

***Deliverable: Structure Independent Design Check Calculations***

**6.2 STRUCTURES 100% PS&E  
(WBS 16200)****6.2.1 Update Structure Plans (100%)  
(WBS 16201)**

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Parsons will update the Structure Plans per comments from OSFP on the 95% Structures Submittal.

***Deliverable: Final Structure Plans***

**6.2.2 Final Structures Special Provisions and Cost Estimate  
(WBS 16202)**

Parsons will update the Structures Special Provisions and Cost Estimate per comments from OSFP on the 95% Structures Submittal.

***Deliverable: Final Structures Specifications and Estimates***

## TASK 7 – READY TO LIST PROCESS

*WBS 17000 (MORENO)*

*WBS 37000 (LINE K-1)*

### 7.1 ASSEMBLE BID PACKAGE (WBS 17100, 37100)

Parsons will incorporate the previously approved PS&E documents for the K-1 Line in the bid documents. It is assumed that no additional design or PS&E work associated to the K-1 line is required and any additional work would be considered extra services.

Parsons will prepare a working day schedule for the anticipated construction duration.

### 7.2 PREPARE CALTRANS CERTIFICATIONS (WBS 17200)

Parsons will assist the City prepare the following certification forms:

1. Right-of-Way Certification
2. Utility Certification

The right-of-way certification form will be prepared with the following information:

- Total number of parcels required
- Construction Permits
- Material/Disposal Site
- Status of Required Utility Relocations
- Right of Way Clearance
- Cooperative Agreements
- Environmental Mitigation

The utility certification form will be prepared with the following information:

- Project Description
- Identify High Priority Utilities

#### Assumptions and Exclusions:

The environmental certification is assumed to be prepared by Caltrans after the Environmental Re-Validation is approved.

Date: 09/25/18

**State Route 60 / Moreno Beach Drive Interchange Project (Phase 2)**  
CALTRANS EA 32303

**COST SUMMARY (PS&E PHASE)**

WBS (Moreno)	WBS (Line K-1)	Description	MORENO BEACH (Initial Authorization)
11000	-	PROJECT MANAGEMENT	\$46,534
12000	-	PRELIMINARY DESIGN AND ENGINEERING REPORTS	\$142,724
13000	-	ENVIRONMENTAL SUPPORT	\$212,597
14000	-	GEOTECHNICAL SUPPORT	\$9,345
15000	-	ROADWAY PS&E	\$51,690
16000	-	STRUCTURES PS&E	\$42,793
-	-	SUBCONSULTANTS	-
-	-	Traffic Counts (NDS)	\$4,485
-	-	Mapping and Surveys (Guida)	\$62,840
-	-	Geotechnical Studies (EMI)	\$23,855
17000	37000	READY TO LIST PROCESS	\$0
		ODC's	\$3,137
<b>SUBTOTAL</b>			<b>\$600,000</b>

**MORENO - INITIAL AUTHORIZATION TOTAL** \$600,000

Attachment: Agreement for Professional Consultant Services with Parsons for SR-60 Moreno Beach Drive Phase 2 Interchange project (3152 :

**EXHIBIT B****CITY - SERVICES TO BE PROVIDED  
TO CONSULTANT**

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

**EXHIBIT B**

**EXHIBIT C**

## TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$600,000 .
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at [TechInfo-CapProj@moval.org](mailto:TechInfo-CapProj@moval.org). Accounts Payable questions can be directed to (951) 413-3130.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: [http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)



5. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
  
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

## EXHIBIT C

**EXHIBIT D****INSURANCE REQUIREMENTS****Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the California Labor Code and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant’s profession.

**Minimum Limits of Insurance**

Consultant shall maintain limits of liability of not less than:

1. General Liability:
  - \$1,000,000 per occurrence for bodily injury and property damage
  - \$1,000,000 per occurrence for personal and advertising injury
  - \$2,000,000 aggregate for products and completed operations
  - \$2,000,000 general aggregate
2. Automobile Liability:
  - \$1,000,000 per accident for bodily injury and property damage
3. Employer’s Liability:
  - \$1,000,000 each accident for bodily injury
  - \$1,000,000 disease each employee
  - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence  
\$2,000,000 policy aggregate

**Umbrella or Excess Insurance**

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

**Deductibles and Self-Insured Retentions**

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

**Other Insurance Provisions**

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

### **Acceptability of Insurers**

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

### Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
STATE ROUTE 60/NASON STREET OVERCROSSING IMPROVEMENTS  
PROJECT NO. 802 0003**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Parsons Transportation Group, Inc., a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

**RECITALS**

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

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit A (Scope of Services) hereto; and

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

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

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

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

**AGREEMENT FOR PROJECT  
RELATED SERVICES  
PROJECT NO. 802 0003**

**DESCRIPTION OF PROJECT**

1. The Project is described as State Route 60/Nason Street Overcrossing Improvements Project No. 801 0021.

**SCOPE OF SERVICES**

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

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

**PAYMENT TERMS**

4. The City agrees to pay the Consultant and the Consultant agrees to receive "Not-to-Exceed" fee of \$60,000 in accordance with the payment terms provided on Exhibit C attached hereto and incorporated herein by this reference.

**TIME FOR PERFORMANCE**

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

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

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through December 31, 2023, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

**AGREEMENT FOR PROJECT  
RELATED SERVICES  
PROJECT NO. 802 0003**

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

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

**SPECIAL PROVISIONS**

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

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

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

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

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical



**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES –  
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disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

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

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

(c) Consultant will, in all solicitations or advertisements for employees placed

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

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

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

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

This section shall survive termination or expiration of this Agreement.

15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and

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maintain in full force and effect all insurance as required in **Exhibit D** or as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

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

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

(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all

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endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

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

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

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

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

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

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or

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provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

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

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

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any

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

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

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

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely

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and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

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

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any



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subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the



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provisions of this Section 25 in each subcontract and require its subcontractors to comply therewith.

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

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

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

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

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

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

**SIGNATURE PAGE FOLLOWS**

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

City of Moreno Valley

Parsons Transportation Group, Inc.

BY: \_\_\_\_\_  
Thomas M. DeSantis, City Manager

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

Name: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(President or Vice President)

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

Name: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Public Works Director/City Engineer

\_\_\_\_\_  
Date

Attachment: Agreement for Professional Consultant Services with Parsons for SR-60 Nason Street Overcrossing project (3152 : APPROVE

**September 25, 2018**

Margery Lazarus, P.E  
Senior Engineer  
City of Moreno Valley  
Public Work Department  
14177 Frederick Street  
Moreno Valley, CA 92553

Subject: Professional Engineering Services Proposal  
State Route 60 / Nason Street Bridge Project – EA 32302

Dear Marge,

Pursuit to your request, Parsons Transportation Group Inc. (Parsons) is pleased to provide our cost proposal and scope of work to provide right-of-way (RW) project closeout services for the State Route 60 / Nason Street Bridge Project.

In order to complete the close-out process for the SR-60/Nason Interchange project, Caltrans requires the City to transfer, at no cost, all the parcels to Caltrans that were acquired for the interchange. Therefore, included in this scope of work is the effort to collect available deeds, write needed deeds, prepare transfer documents, research clear titles, and related work, for 15 parcels, in the amount of \$60,000. The work is funded from remaining available funds from the SR-60/Nason project.

The following Scope of Work is included:

Parsons:

- **Management**  
Parsons will provide overall management of the RW project Closeout process and coordinate with the City of Moreno Valley.

WSP Global Inc. (WSP):

- **Prepare RW Transfer Deeds for City to State Transfers**  
Prepare transfer deeds for 13 parcels. These parcels are assumed to be in possession of City of Moreno Valley. Preparation of Record Maps is assumed to be done by Caltrans and not part of this scope.
- **Provide Survey and Aerial Mapping Documents**  
WSP's current RW Hardcopy Map will be provided, which is a record of our landnet survey. Aerial mapping files by AE/PB for this project will be provided and will include 3-D DGN and DTM files. All files in this task will be provided on a data CD.
- **Relinquishment to City**  
Two parcels in fee title (Nason Street), and two permanent easement parcels (for slope); includes legal descriptions for each parcel and preparation of Relinquishment Maps (2 map sheets). Excess Lands Parcels (if any) are assumed to be prepared and processed by Caltrans. This scope does not included real property appraisals, valuation and negotiations with owners.

**Attachment: Agreement for Professional Consultant Services with Parsons for SR-60 Nason Street Overcrossing project (3152 : APPROVE**



“State Route 60 / Nason Street Bridge Project  
Professional Engineering Services Proposal

Attachment: Agreement for Professional Consultant Services with Parsons for SR-60 Nason Street Overcrossing project (3152 : APPROVE

Reference Parcel Number *	Original Grantor	Title Sought	Granted to City by Doc Recorded:	Comment	Current APN
1	20783-1	Callender	Fee, Acc Rts	FOC 2010-0451876	
2	20785-1	City MoVal	Fee	NA	NE quad; need legal written
3	20787-1	Target	PE (slope)	PE 2009-0655518	
4	xxxxx-	Target	Acc Rts	GD 2008-0017742	Par 1, PM 34411
5	xxxxx-	Kohl's	Acc Rts	GD 2008-0017743	Par 3, PM 34411
6	xxxxx-	Stoneridge	Acc Rts	GD 2009-0561227	Par 4-6, PM 34411
7	xxxxx-	Stoneridge	Acc Rts	GD 2009-0561228	Par 7, PM 34411
8	20791-1	FJL-MVP	Fee, Acc Rts	GD 2009-0603686	Ptn Par A, PM 30882
9	21618-1	Bank of America	Fee, Acc Rts	GD 2009-0611216	
10	20792-1	Stoneridge	Fee	GD 2009-0561226	Lot A, PM 34411
11	20793-1	MVGH 2004 LLC	Fee	QC 2008-0062183	Lot B, Tr 33256
12	xxxxx-	MVGH 2004 LLC	Acc Rts	GD 2008-0062182	from lots abutting Lot B, Tr 33256
13	101+00 "N" Line		Fee preferred	City acquired from Riv Co, which acquired from Caltrans via relinquishment	ref CPN 9237-B (3073/552, O.R.) & CPN 9242-A (3090/560, O.R.); relinquished to Co. 8-6-64 (3769/445, O.R.) Seg 3A; acquire now via S&HC 83 Letter (w/attachments)?

14	Rt 102+00 "N" Line	Fee		ref CPN 9235H (O.R. 3289/186 rec 12-27-62); need legal written
15	Lt 98+00 "N" Line	Fee, S & D esmts		SW quadrant; need legal written

**RW Record Maps**

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Assume CT will prepare Record RW Maps in-house

\* Caltrans may require new parcel numbers assigned for all City-to-State transfer parcels

*Exhibit – Summary of Parcels*

Enclosed for your review is,

**Attachment #3 – Cost Proposal**

We appreciate this opportunity to work with the City of Moreno Valley, and we look forward to successful completion of the project. Should you need anything else, please do not hesitate to contact me at (949) 433-4497 or by e-mail at [kevin.michalski@parsons.com](mailto:kevin.michalski@parsons.com)

Sincerely,



Kevin Michalski, PE  
Project Manager

State Route 60 / Nason Street Bridge Project  
 CALTRANS EA 32302

EXHIBIT A  
 ATTACHMENT 3  
 SR 60 / NASON STREET STREET BRIDGE PROJECT

Date: 09/25/18

PARSONS STAFF - LABOR HOURS AND COSTS																							
Task	WBS	Description	Project Manager	Roadway Lead	Roadway Senior Engineer	Roadway Associate Engineer	Traffic Lead	Drainage Lead	Drainage Senior Engineer	Drainage Associate Engineer	Traffic Electrical Lead	Traffic Electrical Associate	Structure Lead	Structure Senior Engineer	Structure Associate Engineer	Structures CADD	Environmental Lead	Environmental Senior Specialist	Environmental Specialist	Environmental Associate Planner	Admin	TOTAL HOURS	DIRECT LABOR
			\$90.00	\$80.00	\$65.00	\$35.00	\$80.00	\$80.00	\$65.00	\$45.00	\$75.00	\$35.00	\$80.00	\$55.00	\$35.00	\$45.00	\$75.00	\$50.00	\$40.00	\$30.00	\$35.00		
5.0	25000	ROADWAY PS&E	4	8																		12	\$1,000
5.5	25500	Right-of-Way Convenience	4	8																		12	\$1,000
PARSONS TOTAL HOURS FOR DESIGN PHASE			4	8																		12	
PARSONS TOTAL DIRECT LABOR			\$360	\$640																			\$1,000

Overhead	120.10%	\$1,201
Profit	10%	\$220
Escalation		
ODC's		\$94
<b>SUBTOTAL (PARSONS)</b>	<b>Subtotal</b>	<b>\$2,515</b>

SUBCONSULTANTS	
Right-of-Way Conveyance (WSP)	\$57,485
<b>SUBTOTAL (SUBCONSULTANTS)</b>	<b>Subtotal \$57,485</b>

<b>TOTAL</b>	<b>\$60,000</b>
--------------	-----------------

Attachment: Agreement for Professional Consultant Services with Parsons for SR-60 Nason Street Overcrossing project (3152) : APPROVE



**City of Moreno Valley  
State Route 60 / Nason Street  
09-20-2018**

**SCOPE OF WORK – Right of Way Closeout**

**5.00 Right-of-Way Engineering – Nason Project Close Out**

Additional effort is summarized as follows:

- **5.1 Prepare RW Transfer Deeds for City to State Transfers** – prepare transfer deeds for 13 parcels (see attached). These parcels are assumed to currently be in possession of City of Moreno Valley. Preparation of Record Maps is assumed to be done by Caltrans and is not part of this scope.
- **5.2 Provide Survey and Aerial Mapping Documents** – our current RW Hardcopy Map will be provided, which is a record of our landnet survey. Aerial mapping files by AE/PB for this project will be provided and will include 3-D DGN and DTM files. All files in this task will be provided on a data CD.
- **5.3 Relinquishment to City** – two parcels in fee title (Nason Street), and two permanent easement parcels (for slope, drainage, see attached); includes legal descriptions for each parcel and preparation of Relinquishment Maps (2 map sheets). Excess Lands Parcels (if any) are assumed to be prepared and processed by Caltrans. This scope does not include real property appraisals, valuation and negotiations with owners.



**EXHIBIT B****CITY - SERVICES TO BE PROVIDED  
TO CONSULTANT**

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

**EXHIBIT B**

**EXHIBIT C**

## TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$60,000.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at [TechInfo-CapProj@moval.org](mailto:TechInfo-CapProj@moval.org). Accounts Payable questions can be directed to (951) 413-3130.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: [http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)

5. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
  
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

## EXHIBIT C

**EXHIBIT D****INSURANCE REQUIREMENTS****Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the California Labor Code and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant’s profession.

**Minimum Limits of Insurance**

Consultant shall maintain limits of liability of not less than:

1. General Liability:
  - \$1,000,000 per occurrence for bodily injury and property damage
  - \$1,000,000 per occurrence for personal and advertising injury
  - \$2,000,000 aggregate for products and completed operations
  - \$2,000,000 general aggregate
2. Automobile Liability:
  - \$1,000,000 per accident for bodily injury and property damage
3. Employer’s Liability:
  - \$1,000,000 each accident for bodily injury
  - \$1,000,000 disease each employee
  - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence  
\$2,000,000 policy aggregate

**Umbrella or Excess Insurance**

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

**Deductibles and Self-Insured Retentions**

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

**Other Insurance Provisions**

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

### **Acceptability of Insurers**

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

### Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Allen Brock, Assistant City Manager

**AGENDA DATE:** October 2, 2018

**TITLE:** AUTHORIZATION TO AWARD MAINTENANCE AND ENHANCEMENT CONTRACT FOR THE CITYWIDE CAMERA SYSTEM TO HITACHI VANTARA – RFP NO. 2018-024

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Award contract to Hitachi Vantara, 2845 Lafayette Street, MS3208, Santa Clara, CA 95050, the highest qualified proposal for the maintenance and enhancement of the Citywide Camera System.
2. Authorize the City Manager to execute a contract with Hitachi Vantara.
3. Authorize the issuance of Purchase Orders to Hitachi Vantara according to the annual schedule in the Fiscal Impact section below (the five-year total is not-to-exceed the amount of \$1,029,821.63 (\$936,201.63 in maintenance and \$93,620 (10%) in contingency) when the contract has signatures from all parties.
4. Authorize the City Manager to execute any subsequent related amendments to the contract with Hitachi Vantara during the life of the contract, subject to approval by the City Attorney.
5. Authorize the City Manager to execute any subsequent purchases for system enhancements with Hitachi Vantara during the life of the contract up to a 10% contingency amount of (\$93,620) according to the discounts competitively obtained through this process, with budgeted funding and statements of work approved by the City Attorney.

### **SUMMARY**



This report recommends approval of a five-year agreement with Hitachi Vantara for the maintenance and enhancement of the Citywide Camera System (CCS). The annual maintenance payments are on a fixed schedule given below in the Fiscal Impact section. Authorization for purchases of subsequent enhancements to CCS, according to competitively bid discounts, utilizing budgeted funding, and requiring the approval of the City Attorney on agreement changes, is delegated to the City Manager.

The project is funded through existing allocations during the annual budget process in the General Fund under the Technology Services Division.

## **DISCUSSION**

In August 2012, the City Council approved an agreement to build a system that would begin to cover major traffic intersections and parks within the city with cameras. These cameras would enable police officers to have real-time views of areas indicated by crime data analysis. Additionally, the system was to give officers the ability to investigate incidents that occurred in the recent past. Approximately one year later, the Citywide Camera System was completed and immediately became the police force multiplier that was envisioned. Quickly, other departments saw where the CCS could help them achieve greater productivity, and they began to request access to the system. As other departments found value in the CCS, it grew from the initial 212 cameras to its current number of 474 cameras serving six departments.

The CCS is used in many ways throughout the City. Most cameras view public areas like traffic intersections, parks, park equipment, and construction zones, while other cameras view City facilities where employees may be working. These views enable many usages of the system; several key uses include:

- Investigation of potential crimes and crime scenes
- Status checks of park usage, equipment, facilities, field conditions, etc.
- Situational awareness prior to assigning police officers or staff to an incident
- Real-time traffic analysis and management
- Road and culvert drainage status during weather events
- Appropriately sizing staff responses to reported events
- Obtaining status and usage of City assets
- Crime deterrence

Today, most cameras are outdoors and connected via a wireless network. However, roughly 40% of the cameras are indoors and connected via fiber optic cables; cameras connected wirelessly are actively being converted to fiber as the City expands its fiber network.

Since the original maintenance and support agreement for the CCS expires on October 31, 2018, the Technology Services and Purchasing Divisions agreed that a competitive Request for Proposal (RFP) process was the appropriate mechanism to locate the highest qualified company to maintain and enhance the CCS.

The Notice Inviting Proposals was advertised for the agreement, and formal evaluation procedures have been followed in conformance with applicable codes. Proposal specifications were released on June 14, 2018. Proposals were received via the electronic bid management system, PlanetBids, and on August 6, 2018, three (3) proposals were received. An evaluation committee was established to score the proposals on the published criteria. The evaluation committee was comprised of three staff, two from the Technology Services Division and one from the Purchasing Division.

The highest qualified proposer was determined by averaging the RFP evaluation scores from each member of the evaluation committee. The highest average score denotes the highest qualified proposal. Evaluations included:

- Maintenance costs;
- Equipment Discount Structures;
- Professional Services costs;
- Demonstrated performance history;
- Ability to support the list of required services; and
- Proof of qualifications and certifications.

Staff thoroughly reviewed all the proposals and determined Hitachi Vantara to be the highest qualified proposal. Based on the amount of available funding, the need to maintain the CCS, and the favorable proposals received, Staff recommends the City Council award the agreement to Hitachi Vantara.

### **ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as it will provide for the maintenance and continued enhancement of the Citywide Camera System.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative. This alternative will not address the daily maintenance and continued enhancement needs of the Citywide Camera System and will lead to a quickly deteriorating system.*

### **FISCAL IMPACT**

The project is funded through existing allocations during the annual budget process in the General Fund.

Hitachi Vantara's total proposal amount for maintenance is \$936,201.63 across the five-year agreement. Maintenance costs are budgeted in the Technology Services Division budget. These funds will be used to cover the maintenance needs of the CCS. Thus the maintenance will continue to be fully funded as the budget is approved each year by

the City Council. Staff is recommending that the City Council authorize the issuance of annual Purchase Orders according to the schedule below.

**SCHEDULE OF FIVE-YEAR AGREEMENT PAYMENTS:**

General Fund, Technology Services Division, Maintenance and Support Account  
(Account No. 1010-16-39-25410-625010)

Year 1 (November 1, 2018 – October 31, 2019) .....	\$171,471.39
Year 2 .....	\$178,971.39
Year 3 .....	\$186,846.39
Year 4 .....	\$195,115.14
Year 5 .....	\$203,797.32
Contingency (10%).....	<u>\$93,620</u>
<b>Total Five-Year Budget .....</b>	<b>\$1,029,821.63</b>

Authorization for additional purchases, using contingency funds, to enhance the CCS are delegated to the City Manager using the discounts competitively received under this RFP, with budgeted funds, and subject to the approval of the City Attorney.

**NOTIFICATION**

Posting of the Agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Steve Hargis  
Strategic Initiatives Manager

Department Head Approval:  
Allen Brock  
Assistant City Manager

Concurred By:  
Angelic Davis  
Purchasing and Facilities Division Manager

**CITY COUNCIL GOALS**

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

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

**CITY COUNCIL STRATEGIC PRIORITIES**

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure

**5. Beautification, Community Engagement, and Quality of Life**  
**6. Youth Programs**

Objective 2.1: Reduce crime, the fear of crime, and the perception of crime in the community.

Objective 2.5: Develop partnerships with local businesses and warehouse operators to reduce traffic related issues.

Objective 2.6: Enhance operational excellence and efficiency in delivery of Police services.

Objective 2.8: Enhance communication and coordination with City departments to provide accountability in emergency preparedness activities and minimize redundancy of efforts citywide.

Objective 4.6: Advance the development of a well-connected and balanced citywide transportation network that serves all modes.

Objective 4.7: Demonstrate innovative and industry leading transportation systems.

Objective 4.9: Expand upon existing Intelligent Transportation Systems.

**ATTACHMENTS**

- 1. Agreement Hitachi Vantara
- 2. Attachment Hitachi Vantara

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	9/21/18 1:38 PM
City Attorney Approval	<u>✓ Approved</u>	9/26/18 5:45 PM
City Manager Approval	<u>✓ Approved</u>	9/27/18 12:14 PM

## City of Moreno Valley

**AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES**

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and Hitachi Vantara Corporation, a Corporation, with its principal place of business at 2845 Lafayette Street, MS3208, Santa Clara, CA 95050, hereinafter referred to as the “Contractor,” based upon City policies and the following legal citations:

**RECITALS**

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional maintenance and enhancement contracting services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional maintenance and enhancement contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the Citywide Camera System as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

**TERMS****1. CONTRACTOR INFORMATION:**

Contractor’s Name: Hitachi Vantara Corporation  
 Address: 2845 Lafayette Street, MS3208  
 City: Santa Clara State: CA Zip: 95050  
 Business Phone: (408) 327-4255  
 Business Fax: (408) 988-0340  
 Business License Number:  
 Federal Tax I.D. Number: 94-2603663

**2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Contractor’s scope of service is described in Exhibit “A” attached hereto and incorporated herein by this reference.
- B. The City’s responsibilities, other than payment, are described in Exhibit “B” attached hereto and incorporated herein by this reference.

- C. Payment terms are provided in Exhibit “C” attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from November 1, 2018 to October 31, 2023 unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor’s requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor’s reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key

personnel for performance of this Agreement are as follows: Tania Mancilla, Gregg Rowland, Peter Palmasano, Brian Adams, and Steve Katz.

- 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 Steve Katz, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.
- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and

demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney’s fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor’s performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City’s general liability insurance, employee benefits, or worker’s compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor’s obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.

- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City’s choosing and at Contractor’s own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section “J” that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City’s attorney’s fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best’s Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

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

- General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons



whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

- Bodily Injury            \$1,000,000 per occurrence/ \$2,000,000 aggregate
- Property Damage      \$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 appropriate binder shall bear an endorsement containing the following provisions:

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

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

M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all

material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

- N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- O. (a) The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
- (d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No

officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

Hitachi Vantara Corporation  
2845 Lafayette Street, MS3208  
Santa Clara, CA 95050  
Attn: Gregg Rowland

**City:**

City of Moreno Valley  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, CA 92552  
Attn: Strategic Initiatives Manager, City Manager's Office

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

**SIGNATURE PAGE TO FOLLOW**

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

City of Moreno Valley

Hitachi Vantara Corporation

BY: \_\_\_\_\_  
Thomas M. DeSantis  
City Manager

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Date

Attachment: Agreement Hitachi Vantara (3259 : AUTHORIZATION TO AWARD MAINTENANCE AND ENHANCEMENT CONTRACT FOR THE

**INTERNAL USE ONLY**

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_

City Attorney

\_\_\_\_\_

Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_

Department Head

\_\_\_\_\_

Date

**EXHIBIT A****CONTRACTOR'S SCOPE OF SERVICE**

1. The City's RFP #2018-024 issued July 14, 2018: The RFP is attached hereto and incorporated herein by this reference (7 pages).
  
2. The Consultant's proposal to the City's RFP, submitted August 6, 2018 and revised on August 21, 2018, plus a clarifying e-mail: These responses are attached hereto and incorporated herein by this reference (39 and 3 pages respectfully).

The referenced documents start after Exhibit C.



**EXHIBIT B**  
**CITY RESPONSIBILITIES**

1. Provide timely access to the Moreno Valley Citywide Camera System equipment and sites in order to maintain the system.
2. Furnish the Contractor all in-house data which is pertinent to services to be performed by the Contractor and which is within the custody or control of the City, including, but not limited to, blueprints, Computer Aided Design diagrams or files, and such other pertinent data which may become available to the City.
3. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Contractor.
4. Provide timely City staff liaison with the Contractor when requested and when reasonably needed.

## EXHIBIT C

### TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$936,201.63.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the City Manager's Office at [steveh@moval.org](mailto:steveh@moval.org) or calls directed to (951) 413-3401.

3. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: [http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)
4. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a

contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.



# REQUEST FOR PROPOSAL

**RFP # 2018-024**

**City of Moreno Valley**

**Citywide Camera System Maintenance and Enhancements**

PROJECT # TS-CCS-2018-01

*June 13, 2018*

**Proposals are due:**

**August 6, 2018**

**Before 2:00 p.m. PST**

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## BACKGROUND INFORMATION

The City is located in the western portion of Riverside County, surrounded by Riverside, Perris, March Air Reserve Base and Lake Perris. The City of Moreno Valley incorporated as a General Law City on December 3rd 1984, merging the three communities of Moreno Valley, Sunnymead and Edgemont. A five-member elected City Council governs the City; each Council Member represents one of four districts, and there is one Mayor elected citywide.

Moreno Valley's population surpassed 200,000 in 2015 and is the second most populous city in Riverside County. Moreno Valley enjoys a diverse population. Our commercial sector is growing with the addition of the following businesses: Amazon, Deckers, Skechers, Harbor Freight, Federal-Mogul, Ayres suites, Best Buy, Costco's expansion, Hampton Inn & Suites, Kohl's Super Target, Wal-Mart Super Center and several nationally recognized restaurants. The manufacturing/distribution employers now include Minka Lighting Philips Electronics, a Post Office Distribution Center, United National Foods and Walgreen's Distribution Center.

The City of Moreno Valley, Technology Services Division, is requesting proposals pursuant to Project # TS-CCS-2018-01, for equipment purchases and professional services to maintain and enhance their Citywide Camera System (CCS). In 2013, the City issued an RFP to build a CCS. The vendor awarded that contract is now known as Hitachi Vantara (Hitachi). Hitachi built the CCS with an initial count of 212 cameras serving a single department in the City. CCS has been a successful, popular system and now has approximately 474 cameras serving six departments. (The "City Responsibilities" section below indicates that indoor cameras are not within the scope of this RFP). Expansion of the original system has been constant for the past five years and the estimated useful life of the current equipment will expire during the term of the next contract. Thus, the company awarded a contract from this RFP may have the opportunity to replace the existing equipment.

In general, the City's current CCS standard equipment is comprised of the following components:

- Hitachi G200 SAN storage (approximate capacity is 990 TB)
- Brocade SAN switch
- Hitachi servers with VMware v6, and Windows Server 2012 and 2016
- Hitachi Edge Gateway 300
- Hitachi Visualization Suite
- OnSSI Ocularis Ultimate v5 base, recorder, and clients
- Sony SNC-VM630 and SNC-280 fixed cameras
- Sony SNC-ER500 and SNC-EP550 pan, tilt, zoom (PTZ) cameras
- Hikvision DS-2CD4232FWD-IZH fixed cameras
- Miscellaneous Axis Q6045, P1427-LE, and M3027-PVE cameras
- Miscellaneous Cohu cameras
- Hitachi HPV 600 enclosures for cameras, routers, switches, etc.
- Licensed and unlicensed radio frequencies for point-to-point wireless communications via FluidMesh, Exalt, SAF, Ubiquity, and Bridgewave radios and antennas
- Fiber connected switches by Cisco (IE-3000) or Transition Networks (SISPM1040 and SM16TAT2DPA)

There is other miscellaneous information that may be important. Camera analytics are not currently used in significant ways. Video relating to California Government Code section 34090.6 environments is stored for the required 365 days, although the video is trimmed after 30 days. All other video is stored for 30 days. All video is recorded via the H.264 codec. Most video is recorded in either 1280x720 at 15 FPS or 1080P at 3 FPS.

It is worth noting that while most cameras are outdoors, roughly 40% of the cameras are indoors. Most indoor cameras are connected to Ocularis via fiber but a few camera views are obtained thru the integration of legacy digital video recorder (DVR) devices. DVRs are actively being replaced with cameras directly on CCS. Cameras connected wirelessly are actively being converted to fiber as the City expands its fiber network.

CCS is used in many ways throughout the City. Most cameras view public areas like traffic intersections, parks, park equipment, and construction zones, while other cameras view City facilities where employees may be seen working. These views enable many usages of the system; several key uses include:

- Investigation of potential crimes and crime scenes
- Status checks of park usage, equipment, facilities, field conditions, etc.
- Situational awareness prior to assigning police officers or staff to an incident
- Real-time traffic analysis and management
- Road and culvert drainage status during weather events
- Appropriately sizing staff responses to reported events
- Obtaining status and usage of City assets
- Crime deterrence

### QUALIFICATIONS AND SCOPE OF WORK

The vendor’s history of performance and demonstrated ability in providing similar cost effective equipment and professional services will be assessed. Preference will be given to vendors who are able to provide solid references, who have demonstrated a history of meeting project timelines, offer competent local/regional support, offer expert advice, and provide compelling equipment discounts. Staff that the vendor assigns to the City must meet the following criteria that is relevant to the area of their responsibilities.

- At least ten years’ experience in wireless network design; formal network certifications are preferred.
- Certified in VMware v6 or greater.
- Certified in Windows Server 2012 or greater.
- Certified in OnSSI Ocularis v5 or greater.
- C-7 and C-10 Electrical certifications.

The vendor’s qualifications, certifications and level of partnership associated with the existing and proposed technologies will be considered.

1. Term:
  - a. The term of the agreement shall be from November 1, 2018 through October 31, 2023.
2. Costs:
  - a. Proposal shall include ALL costs associated with maintaining, configuring, troubleshooting, and supporting the current CCS equipment for the complete term of the agreement. This does not include equipment replacement costs; the City will budget for depreciation and replacement costs on its assets. Thus, equipment replacement due to the equipment having met its anticipated useful life should not be included. Equipment replacement due to warranty issues, equipment malfunctions, or equipment failures are to be included.
  - b. Proposal shall convince the RFP evaluation committee that its equipment discount structure is superior. The exact equipment to be purchased over the next five years is impossible to forecast at the granularity necessary to request quotes. Therefore, it is up to the vendor to propose an equipment purchasing structure and process that ensures the City receives the most favorable pricing.

Proposal shall include the completion of the table below indicating what the City’s price would be for the equipment listed (no taxes) if the proposed discount structure was in effect.

EQUIPMENT	QTY	PRICE
OnSSI Ocularis Ultimate camera license	50	
Sony SNC-280 fixed camera, no local memory	20	
Sony SNC-ER500 PTZ camera, no local memory	20	

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EQUIPMENT	QTY	PRICE
Hikvision DS-2CD4232FWD-IZH fixed camera, no local memory	20	
Axis Q6055-E PTZ camera, no local memory	20	
Cisco IE-3000-4TC network switch	4	
Cisco IEM-3000-8TM copper expansion module	4	
Cisco IEM-3000-8SM SFP expansion module	4	
Cisco PWR-IE50W-AC-IEC expansion power module	1	
Cisco GLC-LX-SM-RGD rugged fiber SFP	4	

- c. Proposal shall include fixed hourly rates for all professional service categories that may be required during the term of the agreement.

3. City Responsibilities:

- a. Hardware maintenance for cabling and cameras that enter City buildings or parking lots are not part of the scope of this RFP. Vendor responsibility stops at the City building or parking lot outside boundary. The City is responsible for the hardware maintenance of these cameras. There are currently 187 (of 474) cameras inside City buildings or in the Police Department parking lot. The breakdown of indoor cameras to buildings is:

CITY BUILDING	CAMERAS
Animal Shelter	12
Annex 1	5
City Hall	20
City Hall Parking Lot	17
City Yard, Santiago Bldg	9
City Yard, Warehouse	25
Community Recreation Center	20
EOC/PSB Parking Lot	5
Moreno Valley Utility Substations	4
Public Safety Building	70
<b>TOTAL</b>	<b>187</b>

- b. For software, firmware, remote access, etc., all cameras are within the scope of this RFP for the vendor.
- c. Windows Operating System licenses (server and desktop) will be provided by the City as part of their Enterprise Agreement with Microsoft.

4. Required Services:

- a. Unlimited support incidents, including four hour responses at all times.
- b. Onsite support available the next business day.
- c. All support parts, labor, shipping and installation included in the contract price.
- d. Telephone, e-mail, web application, chat, screen-sharing, and virtual private network (VPN) technology is supported for all incidents.

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- e. Written process for support incident escalations.
- f. Depot repair or return merchandise authorization (RMA) included for all equipment under warranty.
- g. Spare parts inventory available within 48 hours.
- h. Remote diagnostic abilities.
- i. Remote access to included Internet protocol (IP) devices via a Cisco VPN.
- j. Monitoring (for example SNMP) of all devices covered in the agreement.
- k. Monthly reports of all devices covered in the agreement indicating availability/ outage by device, and reporting an aggregate uptime percentage.
- l. Device (e.g., camera, server, switch, router, etc.) firmware kept within one year of the current release.
- m. Proactive monitoring of backend server, storage, SAN switch, network switch and associated equipment.
- n. Preventative maintenance of backend server, storage, SAN switch, network switch and associated equipment.
- o. Preemptive alert and remote diagnostic capabilities for backend server, storage, SAN switch, network switch and associated equipment. Warnings and failures to be automatically communicated by the equipment to the vendor, and vendor is to repair failures without City involvement.
- p. SAN storage provisioning as needed to maintain a reliable system.
- q. Annual VMware software support renewals.
- r. VMware software kept within one year of the current release.
- s. Windows Operating System (OS) kept within one year of the current release.
- t. Windows OS patches applied within six months of the release date.
- u. Annual OnSSI Ocularis software support renewals.
- v. Ocularis version kept within one year of the current release date.
- w. Train-the-trainer training for each new major release of Ocularis software.
- x. Preventative care for cameras, radios and switches at least once a year. This includes cleaning camera lenses and domes, camera position alignments, and wireless communication adjustments.
- y. Prompt investigation and resolution of network issues on any network segment where CCS equipment is installed.
- z. Prompt investigation and resolution of backend server, storage, SAN switch, network switch and associated equipment and software issues where CCS equipment is installed.
- aa. Vendor will maintain comprehensive documentation of network architecture, radio frequency distribution, equipment location and configuration in a format that facilitates input to the City's GIS system (currently Excel files are used).
- bb. All commercially reasonable efforts necessary to assist the City in resolving problems that arise.
- cc. Vendor will ensure that all staff assigned to work on the CCS has sufficient training and competence for that work.
- dd. Vendor will ensure that it maintains adequate staff to work on all aspects of the CCS.
- ee. Full cooperation with the City in maintaining the security of the CCS and of the network.

All exceptions to, or deviations from, the Required Services must be explicitly described in vendor's response to the RFP.

### Evaluation Criteria

The criteria and requirements listed below form the basis for evaluating each proposal; the proposal to which the City awards the contract will offer the best balance of these criteria while achieving the most complete and responsive compliance with the requirements. The City expects the evaluation process to follow 3 steps. Step 1 will include a thorough review of every proposal to identify multiple proposals that will be deemed finalists. Step 2 will result in a ranking of the final proposals and may include reference checks, discussions, meetings, presentations, site visits, or demonstrations. Step 3 will involve negotiations with finalists and result in awarding a contract to the successful proposal. Proposal clarifications may occur with multiple vendors simultaneously; however, negotiations resulting in a contract will occur one proposal at a time.

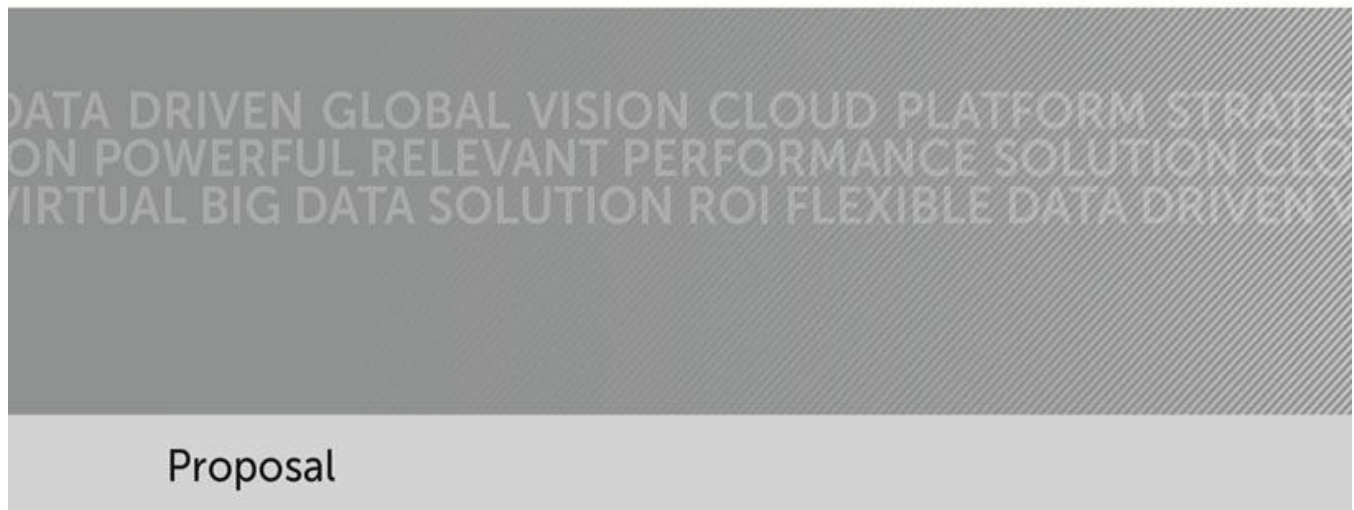
CRITERIA	DESCRIPTION	
1	Cost element 2.a (Maintenance)	10%
2	Cost element 2.b (Equipment discount structure)	10%
3	Cost element 2.c (Professional Services)	10%
4	Vendor's demonstrated performance history and reference check results	20%
5	Vendor's ability to support the Required Services.	30%
6	Vendor's assigned staff qualifications, experience and certifications	20%

Technical Specifications/Requirements – The vendor shall use the standards, codes, equipment, supplies, and methods listed below.

1. Current BICSI Standards for designing, cabling, splicing, terminating, testing, and attaching cabling and applicable electrical equipment.
2. Current NEC Codes for running and attaching electrical equipment and components.
3. Existing City CCS standard equipment listed in the Background Information section on page 2.
4. Equivalents that are preapproved in writing by the City's Strategic Initiatives Manager.

Training Requirements - The vendor shall prepare, administer and conduct either an on-site or webinar training program designed for designated personnel to fully and efficiently operate the Ocularis and system monitoring software. Training shall be of sufficient scope and depth to ensure that all who complete the program will be capable of administering the software.

The vendor shall provide at least one electronic and one printed copy of all training materials to the City at least one day prior to the start of any training.



## **Hitachi Vantara Proposal for:**

**City of Moreno Valley**

**Citywide Camera System Maintenance and  
Enhancements**

**Project # TS-CCS-2018-01**

August 6, 2018

## PROPOSAL

**City of Moreno Valley, CA**  
**Citywide Camera System Maintenance and Enhancements**

City of Moreno Valley

14177 Frederick St  
 Moreno Valley, CA 92553

**RE: RFP City of Moreno Valley, CA Citywide Camera System Maintenance and Enhancements**

Hitachi Vantara is pleased to present to the City of Moreno Valley our proposal for the provision of Maintenance for the Video Surveillance System.

Hitachi Vantara acquired Avrio RMS Group and Pantascene in the fall of 2014 to form the Public Safety and Visualization division within HITACHI VANTARA. The Public Safety division brings over a decade of expertise in providing law enforcement with critical surveillance solutions including city wide camera networks. The HITACHI VANTARA Public Safety Division has deployed video surveillance systems for numerous governmental entities around the country and in the Caribbean, and through first-hand experience we learned which technologies work to help reduce crime, provide for increased safety for residents and responders and to secure critical infrastructure.

HITACHI VANTARA also provides Installation and maintenance on city wide video surveillance systems for numerous municipalities around the country. Some of these systems operate exclusively on wireless networks while many operate on a hybrid backbone including wireless, fiber and hardwired networks. HITACHI VANTARA personnel have vast experience in the deployment and maintenance of numerous radio manufactures products which include but are not limited to Firetide, Motorola, Ubiquity, Fluidmesh and Redline.

We propose to provide maintenance for the video surveillance system for the City of Moreno Valley, CA. Please accept the attached proposal as our official response to the City of Moreno Valley for Proposal. Whereas all information contained within is factual and true and meets the response criteria of all RFP sections.

We remain very excited by the opportunity to continue to provide outstanding and response service to the City of Moreno Valley. If you have any questions, please contact me using the information below:

Tania Mancilla  
 Technical Resource Center Manager, Smart Spaces & Video Intelligence  
 Hitachi Vantara  
 Mobile: 773-860-5022 | Work: 877-899-9334  
 Email: [tania.mancilla@HitachiVantara.com](mailto:tania.mancilla@HitachiVantara.com)  
 500 Park Boulevard, Suite 300, Itasca, IL 60143

City of Moreno Valley, CA  
Citywide Camera System Maintenance and Enhancements

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## 1. Executive Summary

### 1.1 Overview

Hitachi Vantara acquired Avrio RMS Group and Pantascene in the fall of 2014 to form the Smart Spaces and Video Intelligence division within Hitachi. The Public Safety division brings over a decade of expertise in providing law enforcement with critical surveillance solutions including video and license plate recognition (LPR) systems. The HITACHI VANTARA Smart Spaces and Video Intelligence Division has deployed video surveillance systems for numerous governmental entities around the country and in the Caribbean, and through first-hand experience we learned which technologies work to help reduce crime, provide for increased safety for residents and responders and to secure critical infrastructure.

Our portfolio includes LPR, network digital video recording and playback, content analysis and video intelligence, wireless and mobile surveillance, systems integration and turnkey surveillance solutions for the municipal and federal government markets. Collectively these solutions address complex integrations of disparate systems with the goal of improving response times and situational awareness for the public safety market. Lastly, we have developed the best in class visualization and sensor integration engine on the market today – called Hitachi Visualization Suite (HVS).

### 1.2 Qualifications & Technical Expertise

Hitachi Vantara is a pioneer in crime fighting wireless video surveillance solutions and has become a leader in the field of public safety systems integration. The Hitachi Vantara team has deployed video surveillance systems for numerous governmental entities around the country and in the Caribbean, and through first-hand experience, enhanced the technologies to help increase safety for residents, responders and to secure critical infrastructure.

Our portfolio includes city-wide wireless, facial recognition, license plate recognition, centralized and decentralized network digital video recording and playback, content analysis and video intelligence, wireless and mobile surveillance, systems integration and turnkey surveillance solutions for municipal governments and the federal government. Collectively these solutions address complex integrations of disparate systems with the goal of improving response times and situational awareness for the public safety market. We have developed and deployed into production the best in class visualization and sensor integration engine on the market today.

Hitachi Vantara has achieved many firsts including:

- First city-wide video over wireless-mesh deployment in the US.
- First IP-Surveillance deployment at Customs and Border Protection.
- Design and deployment of the largest wireless camera integration project in the nation with over 1,200 cameras in Chicago.
- First to deploy Genetec/Security Center including LPR video and access control.
- First to deploy cloud computing/server-less storage with over 100TB of usable storage.

City of Moreno Valley, CA

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The following are examples of Hitachi Vantara customers:

Washington, DC	Moreno Valley, CA	Orlando, FL	Charleston, WV
Chicago, IL	County of Fresno, CA	Duluth, MN	Austin, TX
Denver, CO	Charlotte, NC	Phoenix, AZ	Wilmington, DE
St. Paul, MN	Paterson, NJ	Pittsburgh, PA	Danville, CA
Rochester, NY	Antigua, West Indies	Cincinnati, OH	Clayton, CA
Nassau, Bahamas	Port Authority of Pittsburgh, PA	Cayman Islands	Copenhagen, Denmark

## 2. Business Organization

### 2.1 Legal Name and Address

Hitachi Vantara is a part of Hitachi, Ltd, headquartered in Tokyo, Japan. HITACHI VANTARA USA Corporate headquarters is located at 2845 Lafayette Street, Santa Clara, CA 96050-2639, telephone number 408-970-1000 or [info@hitachivantara.com](mailto:info@hitachivantara.com).

### 2.2 Principal Officers

HITACHI VANTARA is a wholly owned subsidiary of Hitachi, Ltd. We have over 6,300 employees spread across 100 countries and regions. Our management team including principal officers including name, title and tenure can be found at on our website at the following location: <https://www.hitachivantara.com/en-us/company/leadership.html>

### 2.3 About Hitachi, Ltd

Hitachi, Ltd. (TSE: 6501), headquartered in Tokyo, Japan, delivers innovations that answer society's challenges with our talented team and proven experience in global markets. The company's consolidated revenues for fiscal 2013 (ended March 31, 2014) totaled 9,616 billion yen (\$93.4 billion). Hitachi is focusing more than ever on the Social Innovation Business, which includes infrastructure systems, information & telecommunication systems, power systems, construction machinery, high functional materials & components, automotive systems, health care and others. For more information on Hitachi, please visit the company's website at <http://www.hitachi.com>.

### 2.4 About Hitachi Vantara

Hitachi Vantara provides information technologies, services and solutions that help companies improve IT costs and agility and innovate with information to make a difference in the world. Our customers gain compelling return on investment (ROI), unmatched return on assets (ROA), and demonstrable business impact. With over 6,300 employees worldwide, Hitachi Vantara does business in more than 100 countries and regions. Our products, services and solutions are trusted by the world's leading enterprises, including more than 70% of the Fortune 100 and more than 80% of the Fortune Global 100. Visit us at <https://www.hitachivantara.com/en-us/home.html>.

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### 3. Prior Experience & References

#### 3.1 Experience/Qualifications/Ability to Perform

HITACHI VANTARA has extensive expertise and the experience relative to the scope of work and specific requirements contained in City of Moreno Valley RFP. HITACHI VANTARA has more than fifteen (15) years' experience designing, installing and supporting enterprise-level surveillance systems for City-wide environments. This section includes the names, addresses and phone numbers of contact persons, size and scope (magnitude & complexity) of products/services provided, the date of contract award and period of performance.

HITACHI VANTARA has deployed dozens of similar solutions around the country and has adopted a teaming methodology that ensures success on projects of this scope. Our expert solution managers, wireless field engineers and project managers bring years of real-world expertise working with the specific products proposed. HITACHI VANTARA deploys more wireless mesh-based video solutions for municipalities than any other company in the country. Some of our larger customers, with projects in excess of \$4 Million and based on similar wireless and video technologies, include Denver, St. Paul, and Washington D.C. No other company has as much experience bringing together disparate systems and technologies into a cohesive more effective platform which in turn has extend it clients investment considerable beyond the initial expectation.

##### 3.1.1 Proposer's Philosophy

HITACHI VANTARA takes full responsibility to provide agile responses to client needs without the bureaucratic slowdowns that sometimes encumber the decision-making ability of larger organizations. We empower our Solutions Managers/Project Managers and Field Engineers with the information, tools and methodology they need to ensure all projects are completed on time and exceed the operational goals set by our clients. All our engineers have participated in past projects similar to this project. They bring valuable experience to the overall project team. This is essential for ensuring success on projects of this level of complexity. Because we are a matrix organization, we can quickly pull resources from other areas of the Country or other projects and assign them to specific tasks for this project. Lastly, our methodology includes partnering with the best local firms for augmenting our teams and providing local presence for the duration of the project as well as ongoing support.

##### 3.1.2 Supporting Partnerships

HITACHI VANTARA has adopted a rigorous vetting process for subcontractors around the country. This includes evaluating past performance, specific low-voltage electrical certifications and licenses, and possessing the right tools and equipment to ensure physical deployment meets high quality standards. Our engineers and managers work hand-in-hand with our subcontractors, directing every facet of the deployment to ensure overall project success.

#### 3.2 References

It is the intent of the City of Moreno Valley to select a vendor with extensive experience. HITACHI VANTARA has included dates, contact persons with their phone number and email, as well as a brief description of the project and scope of work.

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## PROPOSAL

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## 1) City of Denver, CO

- Contact:
  - Name: Tony Weathersby
  - Address: 1331 Cherokee Street Denver, CO 80204-4507
  - Phone : (720) 913-6867
  - Email : [tony.weathersby@denvergov.org](mailto:tony.weathersby@denvergov.org)
- Last Installation Date: 2018
- Project Size: \$3,000,000
- Description of Project:
  - HITACHI VANTARA deployed a 75-camera system across the City ahead of the DNC in August of 2008. The system included integrations with external camera systems and feeds to the multi-agency communications center where FBI, Secret service and 60 other agencies used the system to secure the areas in and around the convention. HITACHI VANTARA recently completed Phase II where we integrated Denver Public Schools cameras into the Police Department's head-end video management system.
  - HITACHI VANTARA role was to:
    - Design and deploy a 75-unit camera system – has grown to over 250 currently.
    - Design and deploy a wireless network so that cameras anywhere in the City could be viewed at a Multi-agency communications center.
    - Install an open and scalable video management system.
    - Integrate the Denver Public Schools into the Police Department's system.
    - Train users to effectively use the system.

## 2) City of Washington DC

- Contact:
  - Name: Bruce Healey
  - Address 300 Indiana Avenue, NW, Room 5059, Washington, DC 20001
  - Phone: 202-277-1183
  - Email: [bruce.healey@dc.gov](mailto:bruce.healey@dc.gov)
- Last Installation Date: 2018
- Project Size: \$2,000,000
- Description of Project:
  - HITACHI VANTARA installed sixteen new portable outdoor digital surveillance system camera units (PODSS) across the city. In addition, the existing DVTel recording and monitoring stations were upgraded to Genetec Omnicast. HITACHI VANTARA installed a highly scalable head-end system at MPD headquarters consisting of a video management and recording system based on Genetec and Pivot3 and tied the existing 70 camera system currently running on Pelco Endura into the new head-end via the video and sensor interoperability product called HVS. All existing wireless communications infrastructure from these sites to MPD headquarters were replaced with Fluidmesh radios.
  - HITACHI VANTARA's role was to:
    - Install an open, scalable video management system.
    - Train users to effectively use the system.

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## PROPOSAL

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### 3) City of Saint Paul, MN

- Contact
  - Name: Tim Lynaugh
  - Phone: (651) 665-7563
  - Email: [Tim.Lynaugh@securian.com](mailto:Tim.Lynaugh@securian.com)
- Last Installation Date: 2018
- Project Size: \$4,500,000
- Description of Project:
  - Hitachi Vantara deployed a 125-camera system across the City before the RNC in September of 2008. The system was used to track and help prosecute violent protestors during the Convention. Hitachi Vantara integrated existing Minnesota Department of Transportation (MN/DOT) cameras into the new head-end system and created a turnkey command and control room including a video wall and monitoring workstations equipped with state-of-the-art touch screens and mapping. Hitachi Vantara developed a comprehensive web interface for the system that allowed 300 simultaneous users to gain access to the more than 100 cameras deployed.
  - HITACHI VANTARA's role was to:
    - Design and deploy a wireless network so that cameras anywhere in the City could be viewed at Multi-agency communications center.
    - Install an open, scalable video management system.
    - Train users to effectively use the system.

## 4. Qualifications of Team

HITACHI VANTARA has provided a list, including organization chart and bios for each, for persons who will provide support to City of Moreno Valley as part of the project.

**The city will have multiple direct and in-directs contacts for their needs:**

- **Gregg Rowland – Senior Director of Global Sales, Smart Spaces and Video Intelligence**
  - Gregg will provide the sales and partner-related functions for new and existing queries.
- **Peter Palmasano, Director, Solution Architecture and Design**
  - Peter will provide the technical expertise to any sales-related functions for new and existing queries.
- **Tania Mancilla, Technical Resource Center Manager**
  - Tania's team will be able to facilitate 24/7 support service for the city of Moreno Valley, which will guarantee on-time response to any outages
- **Brian Adams, Technical Resource Center Analyst**
  - Brian is part of Tania's team providing 24/7 support service for the city of Moreno Valley. He is an example of the depth of knowledge offered on the Technical Resource Center team.
- **Delivery Engineering Team**
  - The Delivery Team, run by Steve Katz, offers a range of local and regional resource available to support the city for support as well as on new installations.
  - Example bios of these below include: Jon Polly and Pedro Ruiz.
- **Steve Katz, Manager of Delivery Engineering**
  - Steve is the manager of the Delivery team providing range of services covering new installations and supporting existing customers. Steve has been supporting city of Moreno since day one and knows all the details of the installation history and deployment.
- **Local Partner Resources – Onsite Support**
  - Hitachi will be partnering with a key local Partner resource to provide a range of technicians to provide day to day support for city of Moreno Valley. These resources will be managed by Hitachi throughout the project.

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**Team Brief Bio:**

**Gregg Rowland**

Gregg Rowland is Senior Director of Global Sales for Smart Spaces and Video Intelligence Solutions for Hitachi. Mr. Rowland has over 35 years of industry experience in the Government and Public Safety arena. Prior to joining Hitachi, he held executive and management positions in sales, strategic business development and marketing at both Fortune 500 and Entrepreneurial tech companies. He also served as Deputy Sheriff for 8 years in Fulton County, GA. Notable is his 8 years as Senior Vice President of Sales & Marketing at ShotSpotter, where he was responsible for sales, marketing and business development across numerous Public Safety and Law Enforcement verticals as well as Public sector agencies worldwide.

**Peter Palmasano**

Peter Palmasano has over 10 years in the IT industry and specifically over 8 years in the physical security space. Peter's roles range from sales engineering, support, field engineering, training, partner management, etc. Peter is currently the east coast Director of Solution Architect and Design for the Smart Spaces and Video Intelligence team. He will provide the technical expertise to any sales-related functions for new and existing queries for Moreno Valley.

**Tania Mancilla**

Ms. Mancilla has been a support manager focusing on video surveillance industry for the past 12 years. She currently runs our support desk which provides 24x7x365 support for all of our customers around the country. With more than 9 years of managing engineering teams including project managers and electrical subcontractors, Ms. Mancilla understands all facets of IP-Surveillance support and maintenance. With certifications in multiple VMS applications and wireless technologies including Milestone, Genetec, Verint, OnSSI and Firetide, Tania is ideally suited for helping our customers with any issues that may arise.

**Brian Adams**

Brian's primary job responsibility is assisting Hitachi Vantara customers, troubleshoot and solve video management system technical support issues. Brian has an advanced level certification in Milestone DVMS and is experienced with Genetec's Omnicast and Security Center versions, OnSSI video management systems, Verint's Nextiva DVMS, and Pixel Velocity video management software. He also has a certification with Axis Communication and is quite knowledgeable about various brands of surveillance cameras and their operation. Brian is also highly skilled in various datacenter technologies such as server administration, networking, and storage administration, in which I hold two EMC Proven Professional certifications.

**Steve Katz**

Mr. Katz has over 30 years' experience in the Information Technology (IT) field, including 25 years of network infrastructure design/implementation, 15 years' experience in wireless network design/implementation and 12 years in citywide surveillance design/implementation. He has been involved in over 10 citywide surveillance projects ranging from system enhancements to the initial buildout that include defining customer objectives, site surveys, equipment specification, network design, compute/storage design, project management and implementation of the solution. Mr. Katz has been deeply involved in the City of Moreno Valley's Citywide Camera System since its inception. He has been the lead engineer working with the City from day one in the design and implementation of the infrastructure as it exists today. Mr. Katz has certifications and experience from several manufacturers in both wired and wireless technologies as well as video management software platforms.

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### 5. Approach

Hitachi Vantara acknowledges that the City is seeking a qualified vendor to maintain, install and service an existing overt camera system. The following additional information is a narrative description how Hitachi Vantara typically satisfies these services. Our intimate knowledge of the City’s system gives us a unique advantage in efficiently maintaining the system and will allow us to effectively fulfill the requirements of the RFP.

#### 5.1 Summary

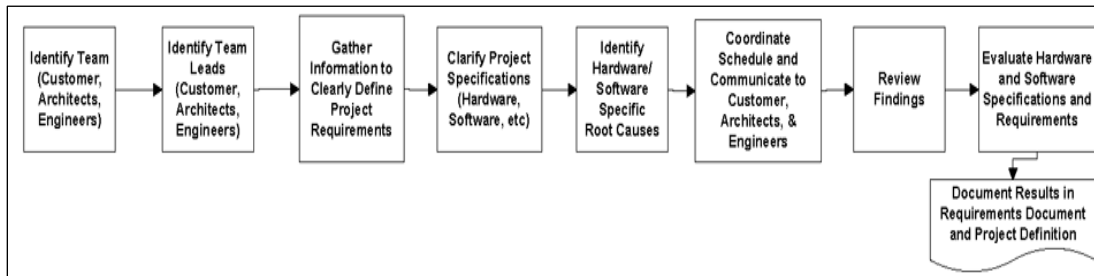
Hitachi Vantara has the skills and experience to develop and deploy complete physical security solutions, and through that experience understands the landscape necessitates a structured dynamic, collaborative approach to developing the end-to-end solutions for our clients. A dynamic, collaborative, iterative approach, rather than a linear path creates a foundation that provides flexibility in the overall physical security solution. We understand the fluidity of advancing technologies with new capabilities that open-up new opportunities for improvement and work as a team to meet those challenges.

Each of the processes described herein are part of the Hitachi Vantara’s approach to meeting your physical security requirements and are further described herein. Although not every project requires each process, and many can be done simultaneously, many require even an abbreviated effort for project success.

#### 5.2 Requirements Gathering

This phase of the methodology includes the detailed discovery of all existing assets, their functions, reusability and effectiveness in meeting customer’s existing goals and objectives, any new regulatory requirements, and their interoperability in meeting any new goals and objective.

The first step in documenting requirements is identifying the team and team leads within Hitachi Vantara, subcontractors and customer. This may include personnel from various division and/or department and may include architects, subject matter experts and engineers. This team may be part of a project management office, depending on the size or number of concurrent projects managed by the team for a single customer. This select team would create and/or review project requirements, any existing procedural details (Use Cases), evaluate the usability of existing assets and their integration capabilities through both hardware and software, discover improvement criteria, and develop the key goals and objectives.



Requirements Gathering Process

This physical security collaboration would also gather and review any existing as-builts, drawings and diagrams available for data and power specifications and pathways and discover the physical security systems and their objectives and documenting the systems while uncovering customer pain points and root causes.

PROPOSAL

City of Moreno Valley, CA  
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The proposed schedule below will be based on gathering full systems requirements and architecture and design of the final solution, which may include repurposed equipment, reused hardware and existing systems, require software integration all of which effect the schedule.

Hitachi Vantara typically works closely with client to agree on milestones. Below is an example.

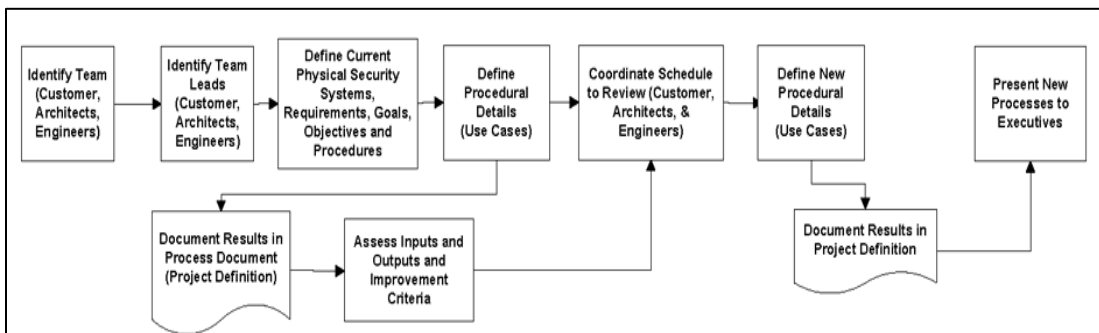
Conceptual High Level Schedule								
	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
Site Surveys	■							
Cost Analysis	■							
Architectural Design	■	■	■	■				
Procurement			■	■	■			
Implementation				■	■	■	■	■
Document Deliverables						■	■	■
Acceptance Testing							■	■
Support Transition								■

Proposed High-Level Schedule

5.3 Process Improvement

This phase analyzes procedural details for each security system and how they can be integrated to create a smarter security surveillance system to improve efficiencies, decisions and reduce cost and risk. Process improvement may be something as simple as acknowledging an automated alarm by clicking an automated acknowledgement alert within the VMS for accountability.

If no existing documentation exists, the first stage of this process includes defining existing physical security procedural details (Use Cases) and whether they satisfy existing or new corporate and/or regulatory requirements. This is accomplished by performing interviews of subject matter experts outside of team (if necessary) and by evaluation of security subsystems, and current functions to uncover any select pain points to determine root cause analysis.



Process Improvement Process

Also included within this phase is a discovery site survey and thorough evaluation of physical security system hardware and software specifications, capabilities and interoperability to determine usability of existing assets and determine the most cost-effective method of improving system's intelligence to better meet objectives and requirements.

Attachment: Attachment Hitachi Vantara (3259) : AUTHORIZATION TO AWARD MAINTENANCE AND ENHANCEMENT CONTRACT FOR THE



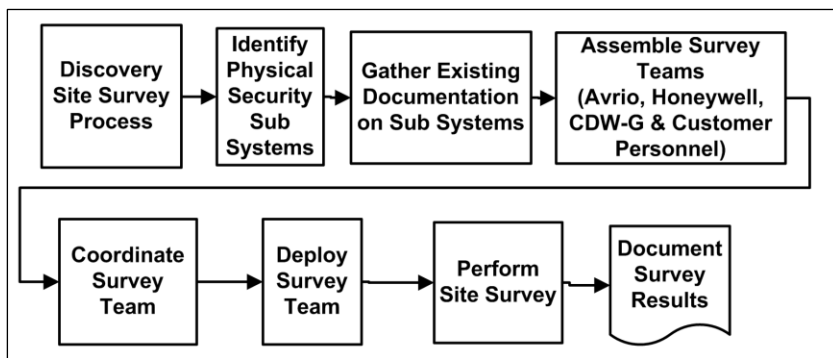
City of Moreno Valley, CA

Citywide Camera System Maintenance and Enhancements

The documentation of the new procedural details (Use Cases) along with an executive presentation, which explains the improvements, streamlined objectives and how they will satisfy new objectives and requirements will be provided.

### 5.4 Discovery Site Survey

There may be a need for a high-level discovery phase to identify and evaluate the existing physical security subsystems, their existing supporting processes and procedures in order to establish a baseline for process improvement and validate requirements. This discovery site survey may be required for each location and would be a collaborative effort including personnel from various divisions and/or departments and may include architects, subject matter experts and engineers.



Discovery Site Survey Process

This task involves the identification and coordination of all parties required to perform the discovery site survey to insure the right people are available to answer the right questions, including the identification of relevant physical security subsystems, their functionality and type of existing equipment, their potential integration capabilities and physical integration (if necessary) and a cursory review of supporting infrastructure (data, network and power). The discovery site survey results will be included in the overall Solution Design Document.

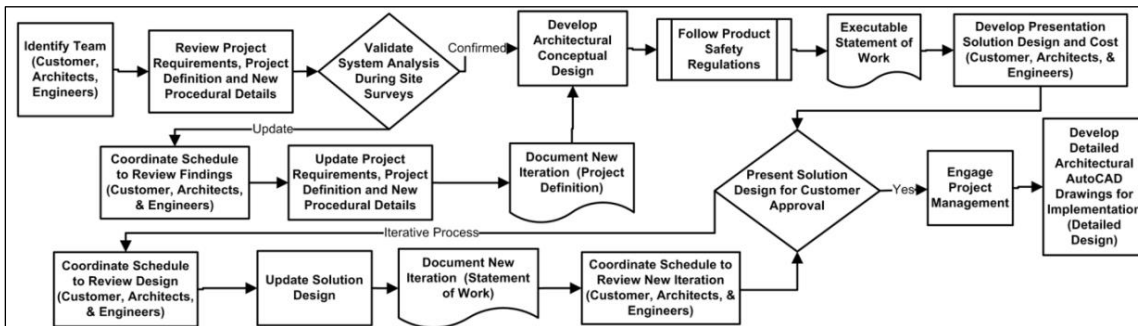
### 5.5 Solution Architecture and Design

This phase determines how to best design the solution, choosing the depth of the project, the schedule, and the hardware and software to best satisfy both project and business requirements. This is also where the team determines how the integration (hardware and/or software) of any required physical security subsystem into a single interface can improve efficiencies, decisions and reduce cost and risk. An architectural team is assigned, with architects, subject matter experts and engineers from various disciplines from Hitachi Vantara, hardware and software vendors (if applicable), and the customer. This team works iteratively to determine success criteria, goals and objectives, budget restraints, update project requirements, and new procedural details, if necessary and document the architectural conceptual design and develop a presentation, detailing the viability and benefits for key executives for cost approval.

City of Moreno Valley, CA

Attachment: Attachment Hitachi Vantara (3259 : AUTHORIZATION TO AWARD MAINTENANCE AND ENHANCEMENT CONTRACT FOR THE

City of Moreno Valley, CA  
 Citywide Camera System Maintenance and Enhancements

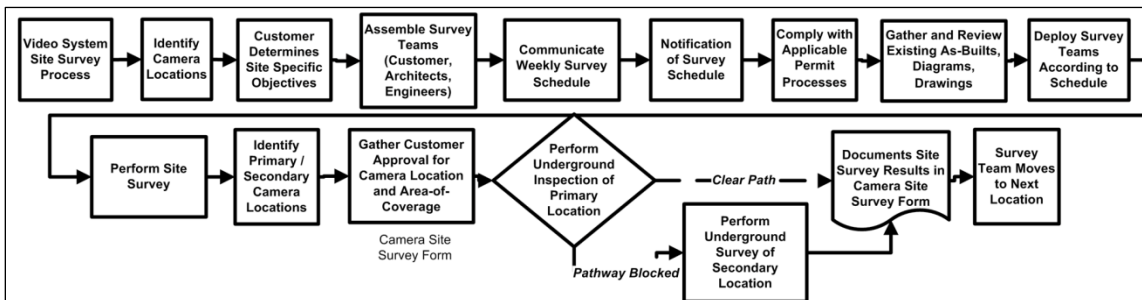


**Solution Architecture and Design Process**

**5.6 Camera Site Survey**

This phase determines the exact physical location of the proposed camera installation and its area-of-coverage map, position, data connectivity, power, and documented on a camera site survey form and/or spreadsheet. Running additional conduit, trenching or boring can become a costly addition to any project and so, an alternative location (secondary pole if outdoors) is also chosen in the event the data and power pathway is blocked. If required by customer, the Camera Site Survey Form includes the camera nomenclature, area-of-coverage (e.g. doorway, dock, etc.), photographs of cardinal views, mounting hardware, home position (if PTZ camera), proposed data connectivity and power source and note of any other shared equipment (e.g. traffic light if pole, spot light on building, etc.). In the event the camera's I/O input ports are used as an interface for the VMS, details on the subsystem components are also documented.

Many times, an area-of-coverage compromise is made based on data and power infrastructure. Therefore, it is important to have a unique team for the Camera Site Survey that includes select engineering and IT personnel from the customer, along with reviewing any existing as-builts, drawings and diagrams available for data and power pathways.



**Camera Site Survey Process**

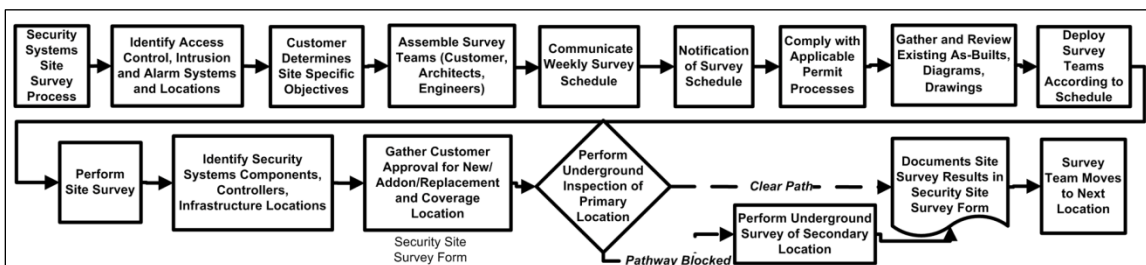
Another essential element of the Camera Site Survey is to validate the functionality and model numbers of any existing equipment (e.g. cameras, encoders, PoE switches, data and power supplies, etc.) for possible repurposing integration to reduce costs. Once validation of model, condition and video quality is confirmed of any equipment, a review of the usability and compatibility is done.



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### 5.7 Security Site Survey

This phase discovers the exact physical location of proposed and existing physical security components and subsystems. This includes electronic access control readers, keypads, door contacts, request to exit and door strikes, including all associated controllers and power supplies. It also includes details of intrusion detection systems, tamper alarms, panic alarms, elevator security systems, electronic key management, vehicle access control, biometrics including voice, fingerprint, retina, hand geometry, audible/visual alarms, communications and overall infrastructure, raceways and conduit fill ratios.

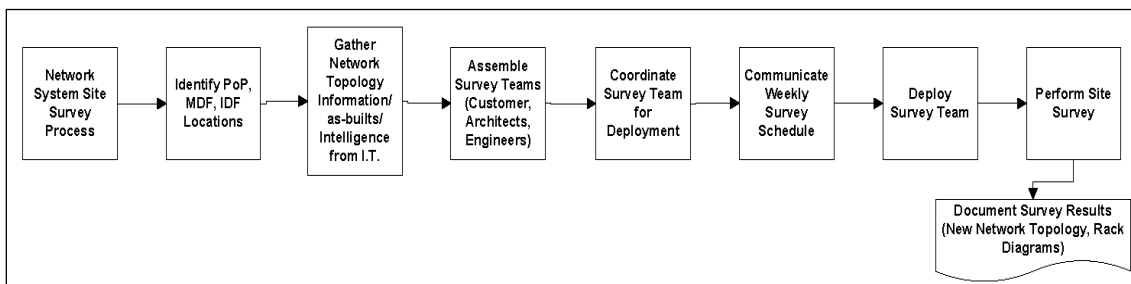


Security Site Survey Process

All existing equipment would be validated and their integration capabilities (either through hardware or software). This can be determined by physical inspection and the review any existing as-builts, drawings and diagrams. Recording the physical installation location of any new hardware will also be determined along with any shared equipment (e.g. I/O inputs, power supplies, etc.).

### 5.8 Network Site Survey

This phase includes personnel from IT Department. This detailed discovery stage determines the exact physical location of each new and existing Point-of-Presence (POP), Main Distribution Facility (MDF) or Data Center, and Interim Distribution Facility (IDF). It also examines the topology, environmental, power sources and usage, and rack diagrams. Detailed specification of each network device is documented to determine usability (e.g. PoE switches, UPS Backup, etc.). The topology should also include the availability of existing raceways and conduit fill ratios. Document Deliverables include a Network Site Survey topology and rack diagram (updated, if already available).



Network Site Survey Process

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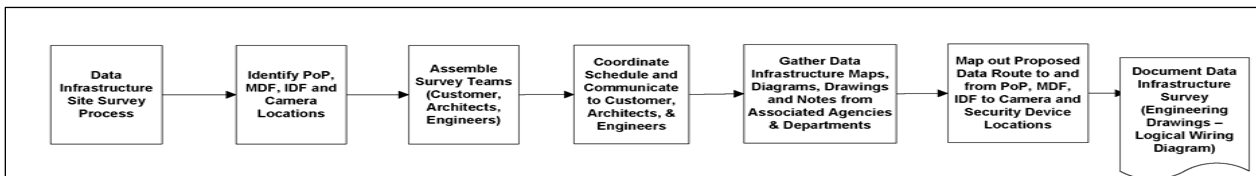
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The identification of the network site survey team may include individuals unique to the information technology department who will validate rack and port availability and as a team determine the necessary requirements for success criteria, goals and objectives, with a sharing of internal specifications and requirements. Once validation and usability are agreed upon, the network site survey results are included within the Solution Design Document, which includes a proposed topology, and before and after rack diagrams.

### 5.9 Data and Power Infrastructure Site Survey

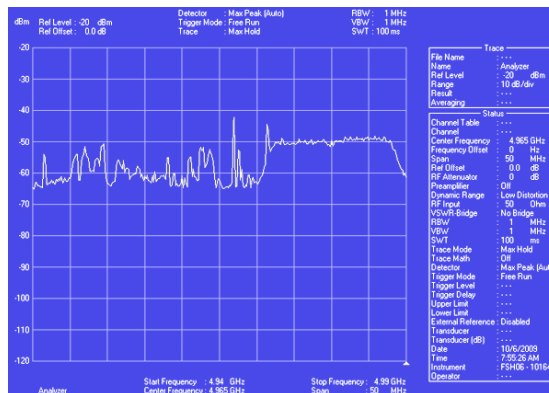
The Data and Power Infrastructure Site Survey is recommended for large scale implementations that include more than one location (municipal, campus, etc.). This would include personnel from local agencies and/or companies responsible for fiber and/or power infrastructure. This discovery stage for data uncovers the fiber pathway between locations, availability of dark fiber, the quality and availability of the conduit pathway, usage and fill ratio. The discovery stage for power may include different agencies, personnel and electrical union representatives. Document Deliverables include a logical wiring diagram and/or engineering drawings (AutoCAD).



Data and Power Infrastructure Site Survey Process

### 5.10 Wireless Site Survey

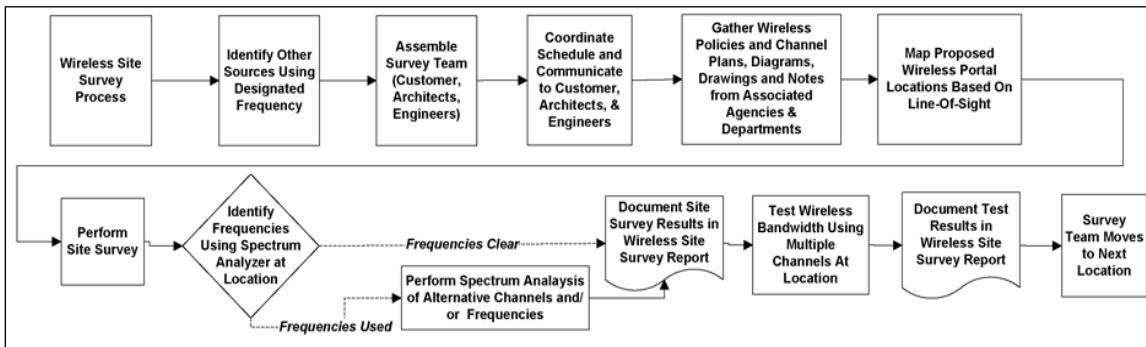
This phase is required when using any wireless connectivity for outdoor environments over longer distances where the data infrastructure is questionable or unusable and for mobility. A wireless system engineer joins the site survey team to assist in the assessment. This is recommended for large scale implementations that include more than one location and/or requires an expansive area-of-coverage (municipals, campuses, etc.). This discovery stage includes a spectrum analysis, connectivity and bandwidth tests. The document deliverable is a Wireless Site Survey Report.



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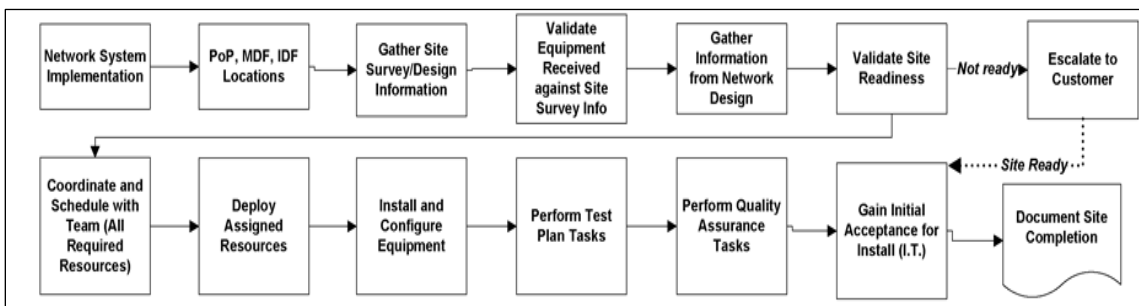


**Wireless Site Survey Process**

The Wireless Site Survey Report includes the availability of any licensed frequencies, any existing frequency usage by other agencies, companies and if necessary, developing a shared channel plan policy.

### 5.11 Network System Implementation

The network implementation process includes new and existing POP, MDF and IDF, following the design topology. This process also includes the installation of environmental, power, racks and/or cabinets. Depending on the implementation schedule each location may have a separate installation and configuration team. Document Deliverables include project schedule and status reports created and monitored by the assigned project manager, an updated rack diagram and redlines on the AutoCAD engineering drawings.



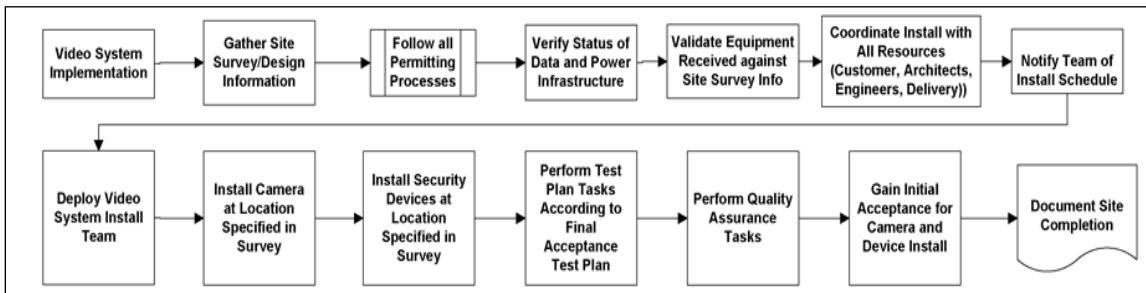
**Network System Implementation Process**

### 5.12 Video System Implementation

The video system implementation process includes new and existing cameras (IP and analog), enclosures, encoders, UPS Backup power modules, and all related power and data connectivity. Depending on the implementation schedule each location may have a separate installation and configuration team. Document deliverables includes updated AutoCAD engineering drawings, provided to installers as detailed instructions and updated with redlines once completed. The implementation team usually includes a Hitachi Vantara architect, foreman, journeyman, engineers and project manager to supervise, with accountability and regular status reports.

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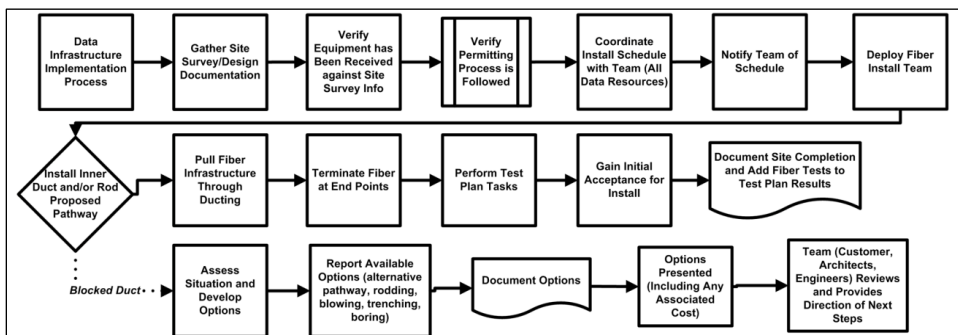
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**Video System Implementation**

### 5.13 Data Infrastructure Implementation

The data infrastructure implementation process includes the installation of new fiber in new and/or existing conduit pathways that encompass a larger geographic area. This would include the fiber termination in fiber splice closures, POP, MDF and IDF locations. Depending on the implementation schedule each location may have a separate installation and configuration team. Document Deliverables include an updated AutoCAD engineering drawings (redlines), provided to installers as detailed instructions. The implementation team usually includes a Hitachi Vantara architect, foreman, journeyman, engineers and project manager to supervise, with accountability and regular status reports.



**Data Infrastructure Implementation Process**

## 6. Support Proposal Specifics

### 6.1 User Training Process

The training process typically includes Train-the-Trainers, End-User Training and System Administrative Training for administrators and maintenance personnel. The Document Deliverable includes a Training Plan outlining required experience, course materials, references, the lesson plan, enabling objective, instructor specific procedures and recommended additional training.

The primary objective includes two learning paths, depending on training requirements. For end-user training, one lesson plan is developed for teaching end-users on system operations and procedures, while another would be to teach would-be trainers a thorough understanding of the end-user application and how to instruct others.

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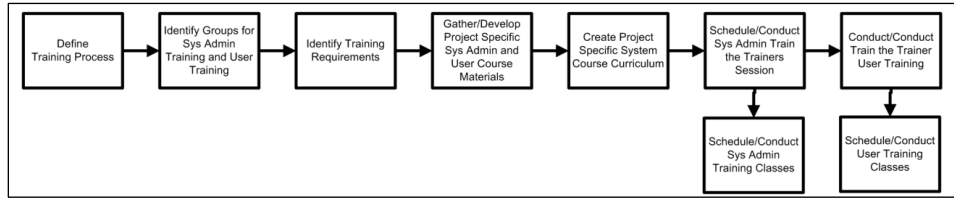
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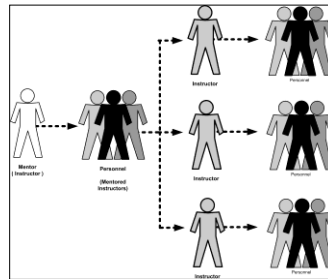
Citywide Camera System Maintenance and Enhancements

An advanced system administration class would include the management of the system and troubleshooting through firsthand experience of a live classroom system.

A skills assessment, testing, and course evaluation and feedback are all used to ensure that consistency and quality are maintained.



Training Process



Training the Trainer

Hitachi will provide the following training on associated schedules:

- **Quarterly or as needed** – Camera System Training, up to 40 hours per calendar year, user and admin level VMS training, and as new equipment is installed. City of Moreno Valley will provide the training facility and related equipment.

## 6.2 Maintenance and Support Process

Hitachi Vantara’s team of experienced and qualified field architects, engineers and subject matter experts can identify and resolve issues during post-implementation support, making expedited critical decisions that reduce downtime. **We provide a fully staffed 24/7/365 support desk** to assist with any problems, including immediate remote diagnostics by any of our specialists all over the world, and because of our large customer base in North America, we have the ability to dispatch a local resource. Hitachi Vantara’s management philosophy is one that ensures above all else, the customer’s expectations will be exceeded. We believe we expend a much larger percentage on our support staff and engineering resources as opposed to sales and administrative positions than most other companies in our industry. We have a policy that empowers our engineers in the field to make on site decisions on a daily basis to better the overall solution – even at our own expense.

Hitachi Vantara has developed baseline performance metrics that we incorporate into our customer support processes. We consistently measure our real-world data against that baseline in order to score our individual support staff members as well as our overall customer support functionality. Because we log all incidents, activities, resolution steps and knowledge base articles into our CRM system, we are able to pull key metrics at any point in time. Our baseline performance metrics are derived from our overall customer support Service Level Agreement (SLA) baseline for each customer. In general, these SLA’s include workflow and escalation procedures in order to achieve the most rapid and best quality resolution to all problems. Because we continually hire, train and certify our help desk staff on all of our products, we are

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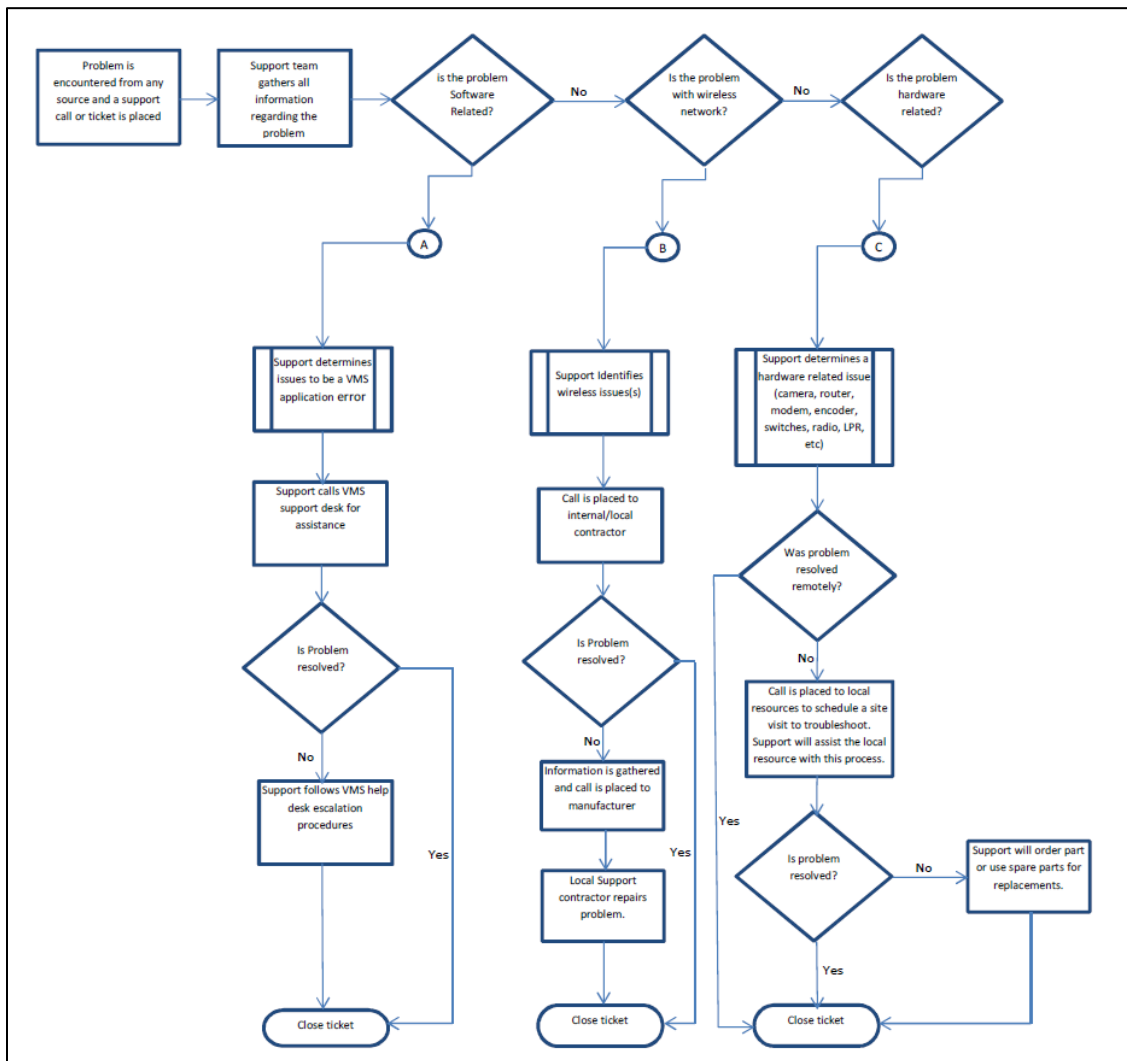
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able to achieve reduced overall resolution times and use fewer escalation steps compared to most of our peers. We resolve over 74% of all issues in our Tier 1 support group without the need for escalation to an on-site engineer. Nevertheless, our support team does include local or regional support professionals that can be dispatched to all our customer sites within 1 hour from initial assignment. In summary, our average time to identification of root cause for any issue is typically less than 1 hour with average resolution times falling well within a 4-hour window.

Support Contact Information (Available 24-7):

- Via Phone: 877-899-9334
- Via Email: [videosupport@hitachivantara.com](mailto:videosupport@hitachivantara.com)
- Via Zendesk Ticket System – link shared as needed



Maintenance and Support Process

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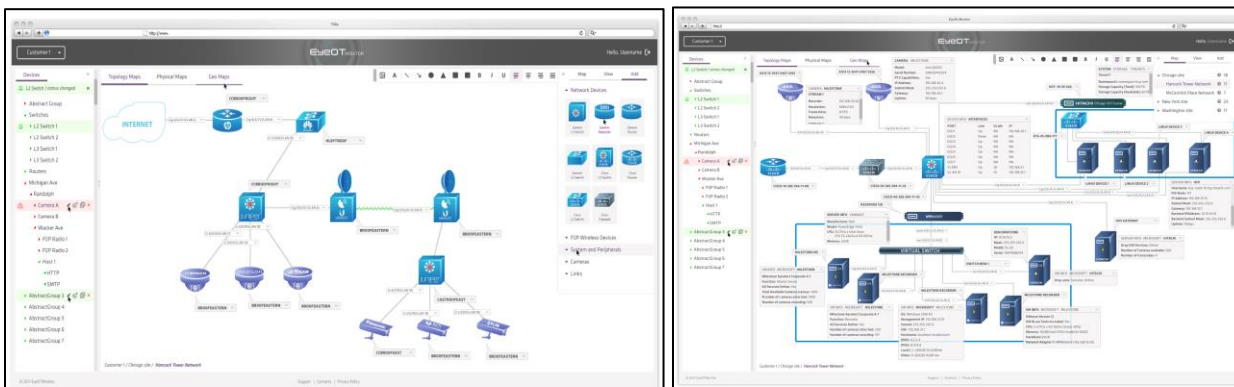
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## Citywide Camera System Maintenance and Enhancements

Hitachi will provide the following outage types, with appropriate definition, and associated response time:

- **Minor Outage:** A minor outage shall be defined as an incident in which 1 - 3 cameras are no longer viewable or being recorded as reported by the system users or discovered upon routine scheduled maintenance.
  - **Response time:** 24 hours from the time of reporting the outage.
- **Major Outage –** A major outage shall be defined as an incident in which four (4) or more cameras are no longer viewable or being recorded.
  - **Response time:** 12 hours from the time of reporting the outage.
- **Critical Outage –** A critical outage shall be defined as an incident in which majority or all cameras are no longer viewable or being recorded, for example, due to server, network or other more major outage.
  - **Response time:** 4 hours from the time of reporting the outage.



After an issue is reported, Hitachi responds to that issue, Hitachi will provide an initial diagnosis and plan to resolve the current issue in no later than 24 hours after response.

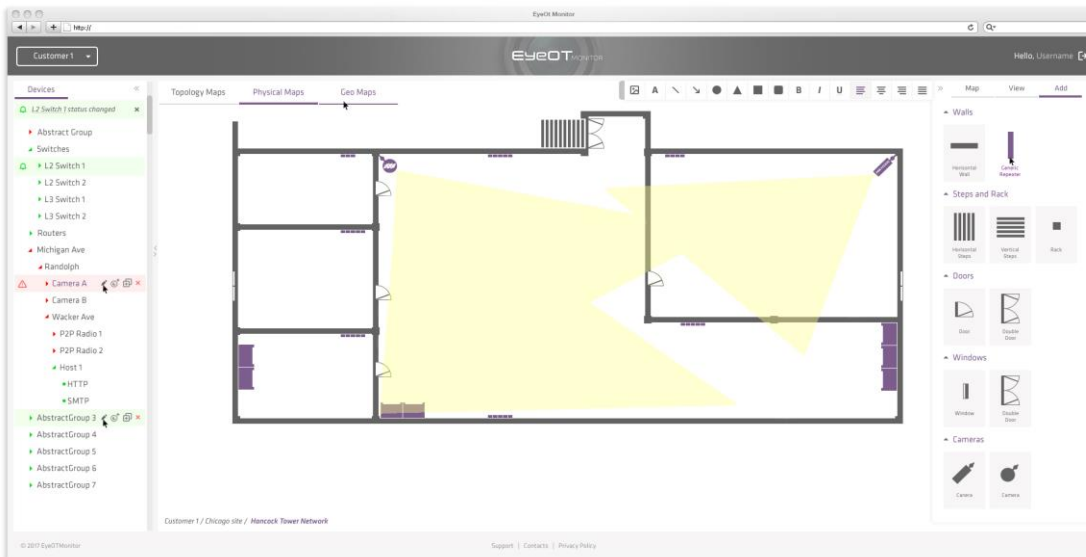
### 6.3 Network Monitoring System

Hitachi is proposing use of the new, state of the art, EyeOTMonitor Network Monitoring Tool. This tool offers support out of the box directly to Genetec, Milestone, ONSSI and other enterprise VMS. The first screenshot below is an example of a federal customer’s network and the second then shows more of the wireless network. As seen in the pictures, the user interface is heavy on graphics and architecture design.

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### 6.4 Hitachi Hi-Track Remote Monitoring System

Operating with the current imperative of 24/7 data availability, today's businesses find downtime and information loss to be unacceptable. To ensure availability, Hitachi Vantara offers Hi-Track Remote Monitoring system. Its service and software capabilities include error analysis, case creation, and error information and data browsing for an additional layer of protection to support business data. Satisfying the highest security requirements, Hi-Track gives organizations constant access to the full spectrum of unmatched Hitachi Vantara Global Support Center infrastructure and expertise.

#### Benefits

Organizations implementing the Hi-Track Remote Monitoring system benefit from the following:

- 24/7 monitoring and troubleshooting.
- Immediate support, exactly when needed.
- Trend analysis.
- High-security access.
- Most cost-effective method for continuously and securely monitoring distributed storage.

#### Hi-Track Remote Monitoring

##### System Overview

- Hi-Track Remote Monitoring system has a proven track record spanning over 20 years; its services and software capabilities are continually being enhanced.
- Highest security standards allow full control of access to metadata.
- No production data is accessed.
- A "watchdog" function constantly monitors supported devices for potential error conditions and immediately opens a case on the Hitachi Vantara service management system, when warranted.
- The function often alerts Hitachi Vantara before administrators are even aware of the issue.

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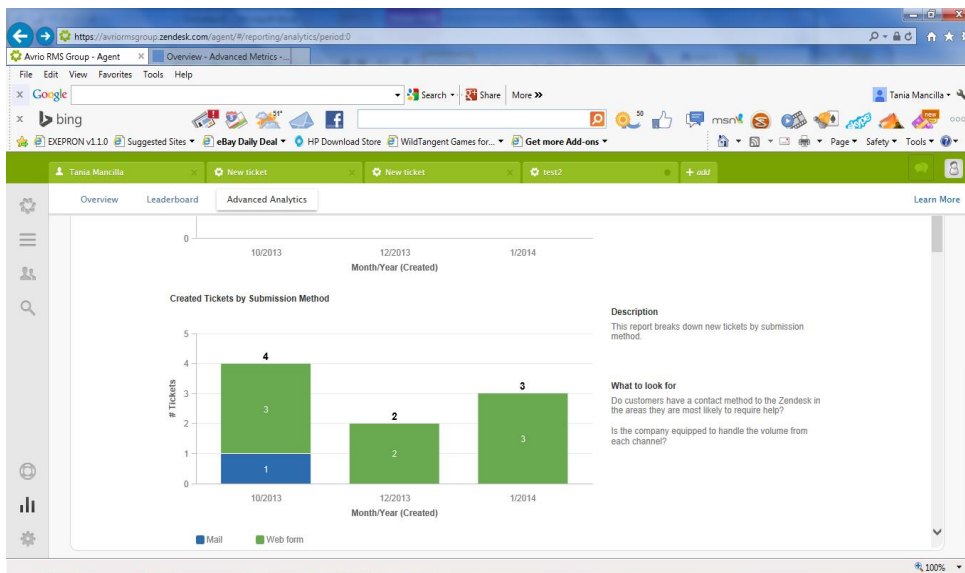
- Hitachi Vantara experts perform virtual and immediate troubleshooting as if they were at any of the organization’s locations.
- Hi-Track Remote Monitoring automates many of the data acquisition and analysis tasks that would otherwise be performed by manual and time-consuming processes.

### 6.5 Reporting and Ticketing Systems

Hitachi Vantara Help Desk uses Zendesk as its ticketing system and reporting solution. We can report on the information within a ticket, activity, agent performance, and average resolution times. The reports are created by our help desk but sent to the customer or can be accessed by the customer through their own Zendesk account portal which is where the customer will create and review support tickets. Below are some sample reports from Zendesk:

Priority	Ticket Id	Group	Assignee	Camera Name [txt]	Subject	Status	Date (Created)	Ticket Type	[Biz Hrs] First Reply Time (hrs) [Avg]
	11	Support		D3 1st Milwaukee	Camera issue	New		Problem	
	12	Support	Tania Mancilla	2nd Josephine	Camera issue	Open		Problem	0.5 hrs
	13	Support	Tania Mancilla	Ellsworth-Steele	Camera issue	Open		Problem	0.5 hrs
	14	Support	Tania Mancilla	D3 University-Cherry Creek Dr N	Camera issue	Open		Problem	0.5 hrs
High	15	Support	Tania Mancilla	4800 Blk-Morrison Rd	Camera issue	Solved		Problem	0.5 hrs
	16	Support	Tania Mancilla	10010 E Girard	Camera Issue	Open		Problem	0.4 hrs
	17	Support	Tania Mancilla	D5 Albrook E of Peoria	Camera Issue	Open		Problem	0.4 hrs
	18	Support	Tania Mancilla	D6 Colfax-Washington	Camera Issue	Open		Problem	0.4 hrs
	19	Support	Tania Mancilla	D2 Colfax-Xenia	Camera Issue	Open		Problem	0.4 hrs
	20	Support	Tania Mancilla	D6 17th Tremont	Camera Issue	Pending		Problem	0.3 hrs

Open and Closed Tickets



Tickets over Time View 1

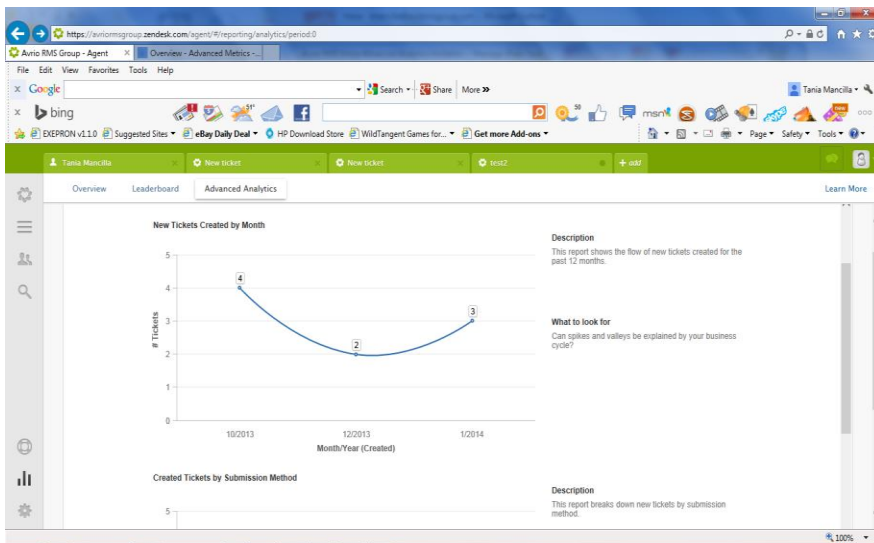
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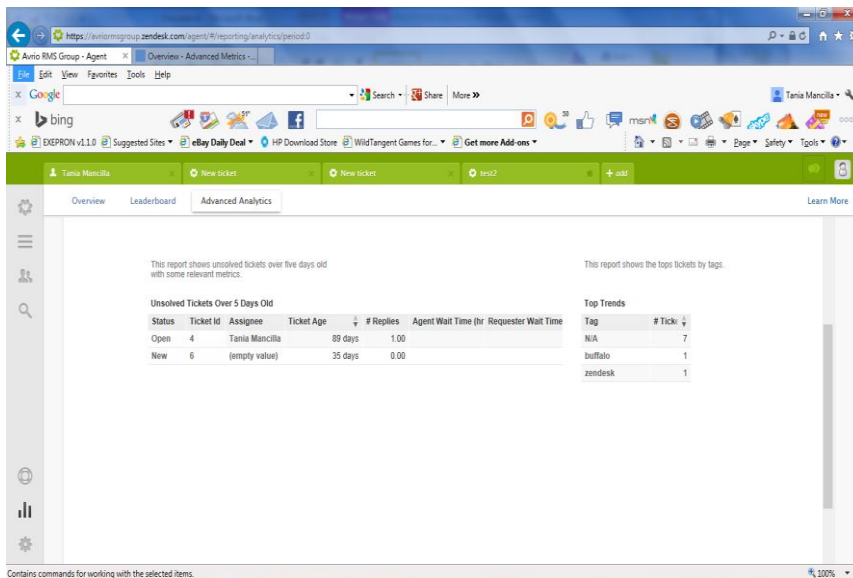
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Tickets Over Time View 2



Open and Closed Tickets Overview

### 6.6 Software and Firmware Updates

As a technology partner with many of the physical security hardware and software vendors, Hitachi Vantara receives periodic notifications for upgrades and updates for software applications and firmware for hardware. These updates are evaluated by our support staff to determine performance viability with current installations and if applicable, updates are scheduled, typically during time when there's minimum activity for the least amount of impact and downtime of the system. Although most software and firmware updates can be accomplished remotely, through a VPN connection, our local engineer may prefer doing the updates onsite where there is more stable connectivity.

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### 6.7 Local Staffing

As Explained previously, we will have a range of local and regional resources to meet the needs of the City of Moreno Valley. Any off-hour support will be handled by the help desk located in Chicago. Helpdesk will then be able to reach out to the appropriate resource.

### 6.8 Software Support

Software Maintenance and 3<sup>rd</sup> party support will include the following applications:

- Annual VMware software support renewals
- VMware software kept within one year of the current release
- Annual OnSSI Ocularis software support renewals
- Ocularis version kept within one year of the current release date
- Micro code for G200 compute
- Wireless Radio firmware/software updates

As a technology partner with many of the physical security hardware and software vendors, Hitachi Vantara receives periodic notifications for upgrades and updates for software applications and firmware for hardware. These updates are evaluated by our support staff to determine performance viability with current installations and if applicable, updates are scheduled, typically during time when there's minimum activity for the least amount of impact and downtime of the system. Although most software and firmware updates can be accomplished remotely, through a VPN connection, our local engineer may prefer doing the updates onsite where there is more stable connectivity.

### 6.9 Replacement Hardware

Hitachi will keep the Equipment in satisfactory operation and will make all repairs and adjustments to the Equipment, and to supply replacement parts as may be required which are incidental to the maintenance of the Equipment. Regarding any Equipment or any part that requires replacement during the Maintenance Term, the equipment will be replaced at no additional charge to the City. Hitachi will also maintain on-site spare equipment for critical hardware replacements.

### 6.10 Equipment Discount Structure

EQUIPMENT	QTY	PRICE
OnSSI Ocularis Ultimate Camera License	50	\$11,175.13
Sony SNC-280 Fixed Camera, No Local Memory	20	End of Life, Suggested Replacement – Sony SNC-VB632D
Sony SNC-VB632D Fixed Camera, No Local Memory (Replacement for SNC-280)	20	\$17,988.30
Sony SNC-ER500 PTZ Camera, No Local Memory	20	\$42,670.98
HikVision DS-2CD4232FWD-IZH Fixed Camera, No Local Memory	20	\$12,906.45

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<b>EQUIPMENT</b>	<b>QTY</b>	<b>PRICE</b>
Axis Q6055-E PTZ Camera, No Local Memory	20	\$52,032.21
Cisco IE-3000-4TC Network Switch	4	\$4,309.19
Cisco IEM-3000-8TM Copper Expansion Module	4	\$3,442.23
Cisco IEM-3000-8SM SFP Expansion Module	4	\$7,184.19
Cisco PWR-IE50W-AC-IEC Expansion Power Module	1	\$291.44
Cisco GLC-LX-SM-RGD Rugged Fiber SFP	4	\$3,089.31

**6.11 Fixed Hourly Rates**

<b>Hourly Rates Not Covered Under Maintenance Contract</b>	
<b>Description</b>	<b>Price</b>
Monday through Friday during Normal Working Hours (7am to 6pm)	\$150
Saturday, Sunday, Holidays and Beyond Normal Working Hours	\$230

**6.12 Pricing**

Hitachi presents the following pricing as part of the proposed support contract to the City.

<b>Maintenance Contract</b>	
<b>Description</b>	<b>Price</b>
Year 1 of Maintenance Contract	\$171,471.39
Year 2 of Maintenance Contract	\$178,971.39
Year 3 of Maintenance Contract	\$186,846.39
Year 4 of Maintenance Contract	\$195,115.14
Year 5 of Maintenance Contract	\$203,797.32
<b>Total 5 Years of Maintenance Contract</b>	<b>\$936,201.63</b>

**6.13 Services Not Covered Under Maintenance Contract**

Hitachi’s proposed maintenance contract and associated pricing covers all associated services maintaining the existing system.

Any moves, adds, or changes will be considered out of scope of the maintenance contract and will be billed based on the scope of the effort provided.

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## 7. Certifications

### 7.1 VMware Certificate



VMware is proud to award the title of  
**VMware Certified Professional 6**  
 Network Virtualization  
 to  
**Jared Colburn**  
 in recognition of successful completion  
 of all certification requirements

CERTIFICATION DATE: Thursday, March 10, 2016  
 VALID THROUGH: Saturday, February 01, 2020  
 CANDIDATE ID: VMW-01425164G-00547981  
 RENEWAL DATE: Thursday, February 01, 2018




PAT GELSINGER, CHIEF EXECUTIVE OFFICER

City of Moreno Valley, CA  
Citywide Camera System Maintenance and Enhancements



VMware is proud to award the title of  
**VMware Certified Professional 6**  
 Data Center Virtualization

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**Jared Colburn**

in recognition of successful completion  
 of all certification requirements

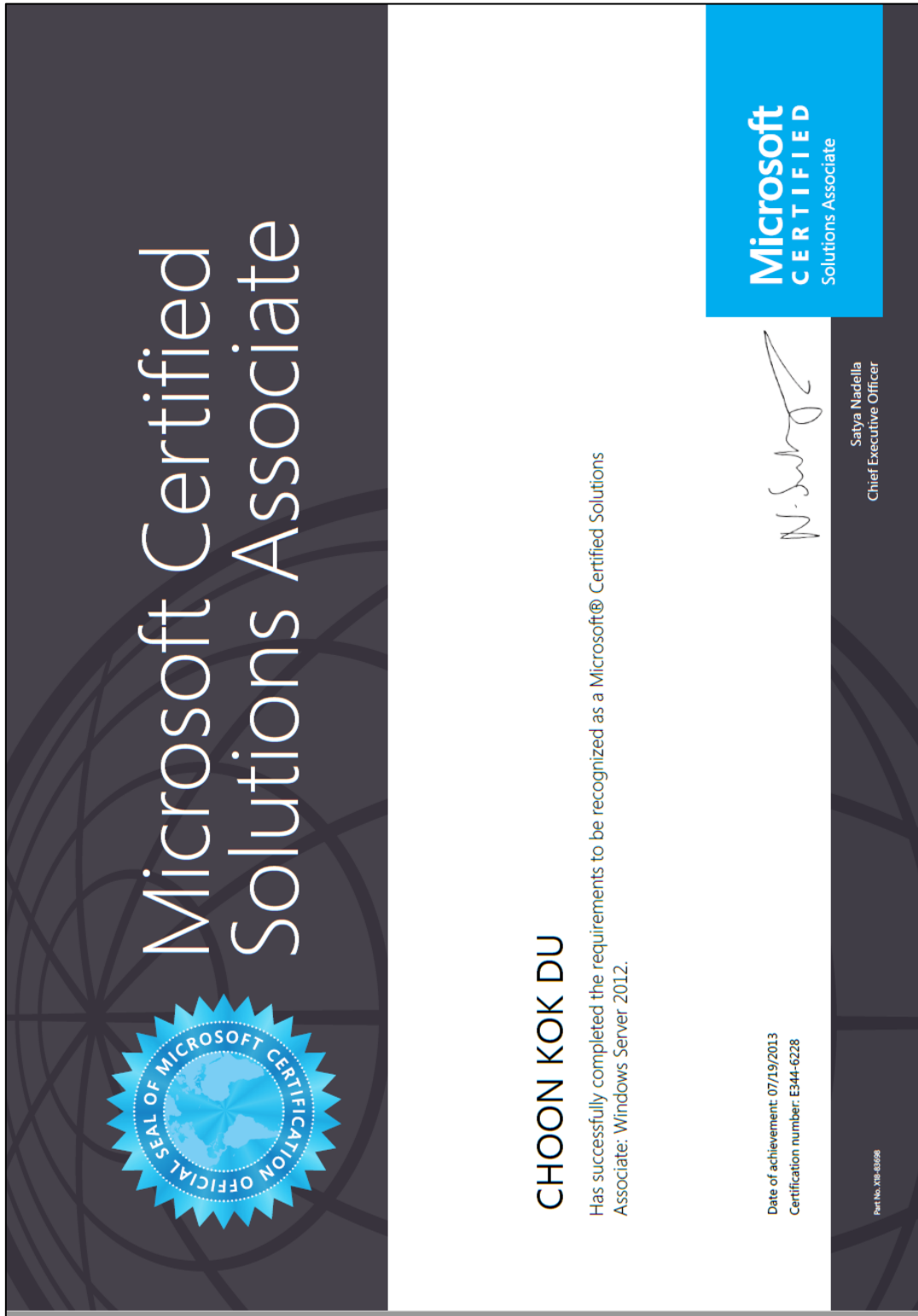
CERTIFICATION DATE: Thursday, February 01, 2018  
 VALID THROUGH: Saturday, February 01, 2020  
 CANDIDATE ID: VMW-01425164G-00547981  
 RENEWAL DATE: Thursday, February 01, 2018




PAT GELSINGER, CHIEF EXECUTIVE OFFICER

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### 7.2 Windows Server Certificate



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Microsoft® Certified Professional Transcript

Last Activity Recorded : April 28, 2017  
Microsoft Certification ID : 3508570



MR JON SYKES  
961 CLUB OAK COURT  
PROSPER, 75078 US  
JONHSYKES@GMAIL.COM

ACTIVE MICROSOFT CERTIFICATIONS:

Microsoft® Certified Solutions Associate

Certification Number :	E130-8077	Achievement Date :	01/14/2013
Certification/Version :	Windows Server 2012(*Charter)		
Certification Number :	D714-9328	Achievement Date :	04/16/2012
Certification/Version :	Windows Server 2008		

Microsoft® Certified IT Professional

Certification Number :	D455-6711	Achievement Date :	08/26/2011
Certification/Version :	Enterprise Administrator on Windows Server 2008		

Microsoft® Certified Technology Specialist

Certification Number :	D702-9027	Achievement Date :	04/03/2012
Certification/Version :	Windows Server 2008 R2, Server Virtualization		
Certification Number :	C570-7999	Achievement Date :	03/18/2010
Certification/Version :	Windows Server 2008 Active Directory, Configuration		
Certification Number :	C570-8001	Achievement Date :	03/18/2010
Certification/Version :	Windows Server 2008 Applications Infrastructure, Configuration		
Certification Number :	C570-8000	Achievement Date :	03/18/2010
Certification/Version :	Windows Server 2008 Network Infrastructure, Configuration		

Microsoft Certified Professional

Certification Number :	E130-8078	Achievement Date :	01/14/2013
Certification/Version :	Microsoft Certified Professional		

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### 7.3 OnSSI Certificate



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### 7.4 C-10 Electrical Certificate

## Contractor's License Detail for License # 582166

 **DISCLAIMER:** A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations. (hide/show disclaimer)

CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per [B&P 7071.17](#), only construction related civil judgments reported to the CSLB are disclosed. Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration. Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

#### Business Information

CIRCLE CITY ELECTRIC INC  
18726 VAN BUREN BLVD  
RIVERSIDE, CA 92508  
Business Phone Number:(951) 789-6872

**Entity** Corporation  
**Issue Date** 12/01/1989  
**Expire Date** 12/31/2019

#### License Status

**This license is current and active.**  
All information below should be reviewed.

#### Classifications

[B - GENERAL BUILDING CONTRACTOR](#)  
[C10 - ELECTRICAL](#)

#### Bonding Information

##### Contractor's Bond

This license filed a Contractor's Bond with [INDEMNITY COMPANY OF CALIFORNIA](#).  
**Bond Number:** 815387C  
**Bond Amount:** \$15,000  
**Effective Date:** 01/01/2016  
[Contractor's Bond History](#)

##### Bond of Qualifying Individual

PROPOSAL

City of Moreno Valley, CA  
Citywide Camera System Maintenance and Enhancements

The qualifying individual JOHN MARSHALL JOHNSON III certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

**Effective Date:** 03/28/1997

Workers' Compensation

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

**Policy Number:** DTJUB9J544225

**Effective Date:** 01/01/2018

**Expire Date:** 01/01/2019



Workers' Compensation History

Attachment: Attachment Hitachi Vantara (3259 : AUTHORIZATION TO AWARD MAINTENANCE AND ENHANCEMENT CONTRACT FOR THE

PROPOSAL

City of Moreno Valley, CA  
 Citywide Camera System Maintenance and Enhancements

8. Insurance

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 04/09/2018			
<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b></p>							
<p><b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b></p>							
<b>PRODUCER</b> Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.certs@Marsh.com Fax: 212-948-0500		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:					
709665-HDSC-XS-18-19		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>			
		INSURER A : Somo America Insurance Company		11126			
<b>INSURED</b>		INSURER B : Somo America Fire & Marine Insurance Company		38997			
Hitachi Vantara Corporation 2845 Lafayette St Santa Clara, CA 95050		INSURER C :					
		INSURER D :					
		INSURER E :					
		INSURER F :					
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>		<b>REVISION NUMBER:</b>			
		NYC-009958760-21		8			
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			FSG40007H0	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			FTA40002C0 (AOS) ACV40935J0 (MA)	04/01/2018 04/01/2018	04/01/2019 04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			JCD40003D0 (AOS) WCN40861J0 (OR, WI)	04/01/2018 04/01/2018	04/01/2019 04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) General Liability and Auto Liability provide blanket additional insured status to third parties where required by written contract.							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>			
Hitachi Vantara Corporation 2845 Lafayette Street Santa Clara, CA 95050				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Mark McKell 			
ACORD 25 (2016/03)		© 1988-2016 ACORD CORPORATION. All rights reserved.					
The ACORD name and logo are registered marks of ACORD							

Attachment: Attachment Hitachi Vantara (3259) : AUTHORIZATION TO AWARD MAINTENANCE AND ENHANCEMENT CONTRACT FOR THE



DATA DRIVEN GLOBAL VISION CLOUD PLATFORM STRATEG  
ON POWERFUL RELEVANT PERFORMANCE SOLUTION CLO  
VIRTUAL BIG DATA SOLUTION ROI FLEXIBLE DATA DRIVEN

Proposal

## **Hitachi Vantara Pricing Proposal for:**

**City of Moreno Valley**

**Citywide Camera System Maintenance and  
Enhancements**

**Project # TS-CCS-2018-01**

August 6, 2018

## PROPOSAL

**City of Moreno Valley, CA**  
**Citywide Camera System Maintenance and Enhancements**

City of Moreno Valley

14177 Frederick St  
 Moreno Valley, CA 92553

**RE: RFP City of Moreno Valley, CA Citywide Camera System Maintenance and Enhancements**

Hitachi Vantara is pleased to present to the City of Moreno Valley our proposal for the provision of Maintenance for the Video Surveillance System.

Hitachi Vantara acquired Avrio RMS Group and Pantascene in the fall of 2014 to form the Public Safety and Visualization division within HITACHI VANTARA. The Public Safety division brings over a decade of expertise in providing law enforcement with critical surveillance solutions including city wide camera networks. The HITACHI VANTARA Public Safety Division has deployed video surveillance systems for numerous governmental entities around the country and in the Caribbean, and through first-hand experience we learned which technologies work to help reduce crime, provide for increased safety for residents and responders and to secure critical infrastructure.

HITACHI VANTARA also provides Installation and maintenance on city wide video surveillance systems for numerous municipalities around the country. Some of these systems operate exclusively on wireless networks while many operate on a hybrid backbone including wireless, fiber and hardwired networks. HITACHI VANTARA personnel have vast experience in the deployment and maintenance of numerous radio manufactures products which include but are not limited to Firetide, Motorola, Ubiquity, Fluidmesh and Redline.

We propose to provide maintenance for the video surveillance system for the City of Moreno Valley, CA. Please accept the attached proposal as our official response to the City of Moreno Valley for Proposal. Whereas all information contained within is factual and true and meets the response criteria of all RFP sections.

We remain very excited by the opportunity to continue to provide outstanding and response service to the City of Moreno Valley. If you have any questions, please contact me using the information below:

Tania Mancilla  
 Technical Resource Center Manager, Smart Spaces & Video Intelligence  
 Hitachi Vantara  
 Mobile: 773-860-5022 | Work: 877-899-9334  
 Email: [tania.mancilla@HitachiVantara.com](mailto:tania.mancilla@HitachiVantara.com)  
 500 Park Boulevard, Suite 300, Itasca, IL 60143

City of Moreno Valley, CA  
Citywide Camera System Maintenance and Enhancements

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Attachment: Attachment Hitachi Vantara (3259 : AUTHORIZATION TO AWARD MAINTENANCE AND ENHANCEMENT CONTRACT FOR THE

## PROPOSAL

City of Moreno Valley, CA

Citywide Camera System Maintenance and Enhancements

## 1. Pricing Summary

### 1.1 Overview

Hitachi Vantara presents the following pricing proposal, in tandem with our proposal, to the City of Moreno Valley, CA as a response to the Citywide Camera System Maintenance and Enhancements RFP.

### 1.2 Replacement Hardware

Hitachi will keep the Equipment in satisfactory operation and will make all repairs and adjustments to the Equipment, and to supply replacement parts as may be required which are incidental to the maintenance of the Equipment. Regarding any Equipment or any part that requires replacement during the Maintenance Term, the equipment will be replaced at no additional charge to the City. Hitachi will also maintain on-site spare equipment for critical hardware replacements.

### 1.3 Equipment Discount Structure

EQUIPMENT	QTY	PRICE
OnSSI Ocularis Ultimate Camera License	50	\$11,175.13
Sony SNC-280 Fixed Camera, No Local Memory	20	End of Life, Suggested Replacement – Sony SNC-VB632D
Sony SNC-VB632D Fixed Camera, No Local Memory (Replacement for SNC-280)	20	\$17,988.30
Sony SNC-ER500 PTZ Camera, No Local Memory	20	\$42,670.98
HikVision DS-2CD4232FWD-IZH Fixed Camera, No Local Memory	20	\$12,906.45
Axis Q6055-E PTZ Camera, No Local Memory	20	\$52,032.21
Cisco IE-3000-4TC Network Switch	4	\$4,309.19
Cisco IEM-3000-8TM Copper Expansion Module	4	\$3,442.23
Cisco IEM-3000-8SM SFP Expansion Module	4	\$7,184.19
Cisco PWR-IE50W-AC-IEC Expansion Power Module	1	\$291.44
Cisco GLC-LX-SM-RGD Rugged Fiber SFP	4	\$3,089.31

City of Moreno Valley, CA

Citywide Camera System Maintenance and Enhancements 4



City of Moreno Valley, CA  
 Citywide Camera System Maintenance and Enhancements

### 1.4 Fixed Hourly Rates

Hourly Rates Not Covered Under Maintenance Contract	
Description	Price
Monday through Friday during Normal Working Hours (7am to 6pm)	\$150
Saturday, Sunday, Holidays and Beyond Normal Working Hours	\$230

### 1.5 Pricing

Hitachi presents the following pricing as part of the proposed support contract to the City.

Maintenance Contract	
Description	Price
Year 1 of Maintenance Contract	\$171,471.39
Year 2 of Maintenance Contract	\$178,971.39
Year 3 of Maintenance Contract	\$186,846.39
Year 4 of Maintenance Contract	\$195,115.14
Year 5 of Maintenance Contract	\$203,797.32
Total 5 Years of Maintenance Contract	<b>\$936,201.63</b>

### 1.6 Services Not Covered Under Maintenance Contract

Hitachi’s proposed maintenance contract and associated pricing covers all associated services maintaining the existing system.

Any moves, adds, or changes will be considered out of scope of the maintenance contract and will be billed based on the scope of the effort provided.

Attachment: Attachment Hitachi Vantara (3259 : AUTHORIZATION TO AWARD MAINTENANCE AND ENHANCEMENT CONTRACT FOR THE

**From:** [Steve Hargis](#)  
**To:** [Angelic Davis, MPA, CPPO](#); [Joe Lara](#)  
**Cc:** [Rolanda Pickett](#)  
**Subject:** FW: REQUEST FOR INFORMATION : CITYWIDE CAMERA SYSTEM MAINTENANCE & ENHANCEMENTS 2018-024 - DUE 08/16/18  
**Date:** Tuesday, August 28, 2018 1:13:25 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
**Importance:** High

---

FYI – Hitachi has clarified that they did not answer our last questions in the documents themselves, but in an e-mail string (see below in red). This explains why neither Joe nor I could find the response to the questions in the revised proposal.

Rolanda: Please make the e-mail thread below a part of the official record for the RFP. Thanks.

**Steve Hargis**  
**Strategic Initiatives Manager**  
**City Manager's Office**  
**City of Moreno Valley**

p: 951.413.3401 | e: [steveh@moval.org](mailto:steveh@moval.org) W: [www.moval.org](http://www.moval.org)

14177 Frederick St., Moreno Valley, CA 92553

---

**From:** Gregg Rowland [mailto:[gregg.rowland@hitachivantara.com](mailto:gregg.rowland@hitachivantara.com)]  
**Sent:** Tuesday, August 28, 2018 12:44 PM  
**To:** Steve Hargis <[steveh@moval.org](mailto:steveh@moval.org)>  
**Cc:** Steve Katz <[steve.katz@hitachivantara.com](mailto:steve.katz@hitachivantara.com)>  
**Subject:** RE: REQUEST FOR INFORMATION : CITYWIDE CAMERA SYSTEM MAINTENANCE & ENHANCEMENTS 2018-024 - DUE 08/16/18  
**Importance:** High

Steve,

It looks like there was some confusion on “how” to answer the City’s questions so Tania, as you can see below, placed our answers in the body of the email NOT the documents themselves.

Call you now to make sure this is clear.

Gregg

**From:** Tania Mancilla  
**Sent:** Wednesday, August 15, 2018 11:30 AM  
**To:** Rolanda Pickett <[rolandap@moval.org](mailto:rolandap@moval.org)>  
**Cc:** Purchasing Division <[purchasingdivision@moval.org](mailto:purchasingdivision@moval.org)>; Gregg Rowland <[gregg.rowland@hitachivantara.com](mailto:gregg.rowland@hitachivantara.com)>  
**Subject:** RE: REQUEST FOR INFORMATION : CITYWIDE CAMERA SYSTEM MAINTENANCE & ENHANCEMENTS 2018-024 - DUE 08/16/18

Hi Rolanda,

I have attached the latest proposal and pricing proposal.

Please see below for our response to the questions you submitted.

Thank you

—

### **Tania Mancilla**

Technical Resource Center Manager, Smart Spaces & Video Intelligence  
Hitachi Vantara

m: 773-860-5022 | w: 877-899-9334

e: [tania.mancilla@HitachiVantara.com](mailto:tania.mancilla@HitachiVantara.com)

Meet Hitachi Vantara

[www.HitachiVantara.com](http://www.HitachiVantara.com) | [community.HitachiVantara.com](http://community.HitachiVantara.com)

**From:** Rolanda Pickett <[rolandap@moval.org](mailto:rolandap@moval.org)>

**Sent:** Monday, August 13, 2018 6:29 PM

**To:** Tania Mancilla <[tania.mancilla@hitachivantara.com](mailto:tania.mancilla@hitachivantara.com)>

**Cc:** Purchasing Division <[purchasingdivision@moval.org](mailto:purchasingdivision@moval.org)>

**Subject:** REQUEST FOR INFORMATION : CITYWIDE CAMERA SYSTEM MAINTENANCE & ENHANCEMENTS 2018-024 - DUE 08/16/18

Good Afternoon,

Please answer the following questions to clarify items written on your proposal for Citywide Camera System Maintenance and Enhancements 2018-024. Please response by August 16, 2018.

Thank you.

### **Hitachi**

1. What does (Before Discount) on the cumulative total line of the table in Section 6.12 Pricing mean? What is the pricing after all discounts?
  - a. **Hitachi's Response: Please excuse the description 'Before Discount' here, this was an item we meant to remove; however, it was missed. The 'Total 5 Years of Maintenance Contract' line-item is the sum of Year 1-5 per lines above.**
2. The equipment discount structure provided in Section 2. Costs, focused on quoting the required baseline equipment only. The discount structure did not address "an equipment purchasing structure and process that ensures the City receives the most favorable pricing." Please propose a compelling discount structure that convinces the RFP evaluation committee that whatever equipment is purchased over the next five years, the City will receive superior pricing.

Below are several possibilities as examples. These are intended to demonstrate various ways of proposing a compelling discount structure since the narrative in the RFP was not adequate to elicit the desired proposal.

- Cameras – X% discount from current pricing; Radios – Y% discount from current pricing; Enclosures – Z%; etc. for each category of equipment.
- Everything sold to the City will be given the lower price of an X% discount of our current prices or the lowest price available on the Internet.
- Everything sold to the City will be at the lowest price available per the X cooperative purchasing contract.
- The City will receive cost plus X% margin pricing.
- There are other possibilities – be creative and compelling.

Once a discount structure has been proposed, use that structure to quote prices for the specific items listed in the table under Section 2. Costs, paragraph b.

- a. Hitachi’s Response: Equipment specified in the proposal – OnSSI Licensing, Sony, HikVision, and Axis cameras, and Cisco gear – Hitachi will provide the City of Moreno Valley with the deepest available discounts that are equal to and/or consistent with its other City or Municipal Customers.
- b. Hitachi’s Response: Hitachi software and hardware will – Hitachi will provide the City of Moreno Valley with the deepest available discount such that they do not exceed that which is extend by contract to our longstanding reseller pricing programs and are consistent with the deepest discounts provided to all of its City or Municipal Customers.

**Rolanda Pickett**  
**Assistant Buyer**  
**Financial & Management Services**  
**City of Moreno Valley**  
 p: 951.413.3186 | e: [rolandap@moval.org](mailto:rolandap@moval.org) W: [www.moval.org](http://www.moval.org)  
 14331 Frederick St., Moreno Valley, CA 92553





## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Richard J. Sandzimier, Community Development Director

**AGENDA DATE:** October 2, 2018

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

---

### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve the Second Amendment to Agreement with Data Ticket, Inc. for Parking Control program services.
2. Authorize the City Manager, or his designee, to execute the second amendment with Data Ticket, Inc. subject to the approval as to form by the City Attorney.

### **SUMMARY**

This report recommends approving a Second Amendment to the Agreement with Data Ticket, Inc. for Parking Control program services. The amendment will insert AB 503 Services/Fees to the Agreement's existing fee schedule. The addition is the result of stipulations by the California State Legislature Bureau that were required as of July 1, 2018, obligating the City to implement a parking citation payment plan program for low-income individuals.

### **DISCUSSION**

AB 503 creates a process that allows indigent individuals with outstanding parking citations to pay their fines and penalties while preserving their ability to register and drive their vehicles. Specifically, the assembly bill specifies that a local agency may only notify the Department of Motor Vehicles (DMV) of unpaid parking citations and fees after providing a payment plan option for indigent persons that allows payment of unpaid parking penalties to be paid in monthly installments over no less than a 12 month period, with a maximum monthly payment amount of no more than \$25.00.

The addition of fee items to Data Ticket, Inc.'s Agreement allows for the resources to be used to manage indigent payment plans and to ensure the City remains fully compliant with all program activities.

## **ALTERNATIVES**

1. Approve the Second Amendment to the Agreement with Data Ticket, Inc. for Parking Control program services, authorize the City Manager to execute the Second Amendment upon City Attorney approval as requested. *Staff recommends this alternative as it continues compliance with parking control program activities.*
2. Do not approve the Second Amendment to the Agreement with Data Ticket, Inc. *This alternative is not recommended by staff as it would significantly impact the issuance and processing of citations and significantly reduce revenue.*

## **FISCAL IMPACT**

This item will have no impact on the General Fund. This item is not projected to be impactful to the Agreement's value, and citation fees and any indigent program fees are paid by the citation's recipient.

The addition of the fee item for indigent payment plan processing is expected to be negligible. The fees associated with the processing and tracking of proposed plans is minimal and the projected instances of payment plan requests are low. Annually, the City issues approximately 32,000 parking citations. As the program is brand new as of July 1, 2018, there is no history from which to project anticipated usage. Conservatively, 0.5% of citations requesting indigent plans would equal just 160 requests annually.

## **NOTIFICATION**

Publication of the Agenda.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Steve Alvarado  
Code & Neighborhood Services Division Manager

Department Head Approval:  
Richard J. Sandzimier  
Community Development Director

## **CITY COUNCIL GOALS**

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

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

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

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

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	9/21/18 7:32 AM
City Attorney Approval	<u>✓ Approved</u>	9/26/18 9:57 AM
City Manager Approval	<u>✓ Approved</u>	9/26/18 3:08 PM

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

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

RECITALS:

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

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

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

Whereas, it is desirable to amend the Agreement to modify the fee schedule as is more particularly described in Section 1 of this Second Amendment.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 Exhibit “B” to the Agreement, Fee Schedule, is hereby amended to include the addition of AB503 Indigent Services/Fees as shown in amended Exhibit “B” attached.



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

SECTION 2

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

**SIGNATURE PAGE TO FOLLOW**

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

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

City of Moreno Valley

Data Ticket, Inc., dba Revenue Experts

By: \_\_\_\_\_

By: \_\_\_\_\_

Thomas M. DeSantis, City Manager

Title: \_\_\_\_\_

(President of Vice President)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

<u>INTERNAL USE ONLY</u>	
APPROVED AS TO FORM:	
_____	
City Attorney	
_____	
Date	
RECOMMENDED FOR APPROVAL:	
_____	
Department Head	
_____	
Date	

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Secretary)

Date: \_\_\_\_\_

Attachments: First Amendment

Attachment: Second Amendment to Agreement - Data Ticket - Parking Control Program (3254 : APPROVE THE SECOND AMENDMENT TO

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

EXHIBIT B – SECOND AMENDMENT

FEE SCHEDULE: Fee schedule from Contractor attached hereto.

Total compensation during the term of this Agreement not to exceed \$165,000.00 per year.

<u>Description</u>	<u>Proposed Fee</u>
Fee for processing and updating (electronically and manually)	\$0.40 per cite
Fee for collecting each out-of-state citation	23% of collected revenue
Fee for sending each delinquent notice	\$0.72 per notice (subject to postage increases)

Specified services and material covered by the Fee for both in-state and out-of-state citations shall include:

- Data entry of handwritten citations and entry of electronically transferred citations
- Collecting and processing all payments
- Processing all status changes to citation database
- Two user passwords for Client Access to Web Site
- Allows viewing and printing of citation management reports and citations at the City 24/7. The City will always have access to its citation database including all status updates real-time. Additional user passwords can be issued for a small additional fee.
- Credit card payments accepted via phone or paper
- Credit card payments accepted real-time on-line via Ticket Wizard 5000 web site
- Allows citizens 24/7 ability to access, view and pay their citations
- On-Line connection to California DMV for daily registered owner information files
- On-Line connection to California DMV for daily hold and release files
- Interface with DMV's nationwide for registered owner information
- Interface with third party vendor for nationwide registered owner information
- All forms and tracking
- Correspondence tracking and response
- Bi-lingual 800 line voice mail information 24 hours per day, 7 days per week
- Bi-lingual 800 line customer service answered by customer service representative
- Daily bank deposits
- Bank reconciliation
- Comprehensive monthly management reports on issuance and revenue
- All required insurance
- Local corporate headquarters

<u>Description</u>	<u>Proposed Fee</u>
Additional Correspondence	\$1.25 per letter (subject to

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

Fee for Delinquent Collection Notices: (Old citations, those which have gone through the normal collection cycle including DMV hold, or are 3-months or older and remain uncollected)	postage increases) 23% of collected revenue
Six Additional User Passwords:	Included
Real time viewing and reporting on Client Database	
Viewing and printing of citation reports and citations at the City 24/7. The City will always have access to its citation database including all status updates.	
NSF Checks: Processed, payments reversed, penalties added and letter sent	\$5.00 per NSF
Scheduling: Review, hearing and court appearances	\$0.50 per appeal
Hearings: Hearing Appointments (No minimum per visit. Visits are scheduled in accordance with City requirements, but no less than every 90-days according to California law.	\$75.00 per hour
FTB Tax Lien Participation:	
<ul style="list-style-type: none"> <li>• Matching social security number to debts (Contractor to maintain database to limit number of searches for same social security number)</li> </ul>	\$2.00 per SS request
<ul style="list-style-type: none"> <li>• Collections, file adjustment and reconciliation reports</li> </ul>	15% of collections
Parking Ticket Contest Review 1 <sup>st</sup> & 2 <sup>nd</sup> level	\$0.50 each cite
Convenience Fee to Violator: for Company Credit Card usage (Web-site, phone and paper credit card payments	\$3.50 per use
Cost to Purchase Hand Held Ticket Writers:	
Costs sheets for Ticket Writers, upon selection of preferred unit, a total cost proposal will be generated for City including exact costs for all hardware, software, ticket stock, envelopes and additional items.	Prices range from \$75-\$111 per unit plus monthly support and annual handheld license fee.
Acceptance and Scanning of Indigent Payment Plan requests (Approval/Denial by Data Ticket)	\$5.00 per request
<ul style="list-style-type: none"> <li>• This new process includes the acceptance of documentation via the web and US Mail, the review of this documentation and the scanning of all the documentation and</li> </ul>	

Attachment: Second Amendment to Agreement - Data Ticket - Parking Control Program (3254 : APPROVE THE SECOND AMENDMENT TO

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

attachment to the citation to which it applies.  
Based on each Agency's unique business rules, Data Ticket will either accept or deny each request and then proceed to setup the payment plan or issue a letter of denial with a reason for the denial.

Indigent Payment Plan Letters

\$0.85 per letter

Attachment: Second Amendment to Agreement - Data Ticket - Parking Control Program (3254 : APPROVE THE SECOND AMENDMENT TO

**FIRST AMENDMENT TO AGREEMENT  
FOR PARKING CONTROL PROGRAM SERVICES  
PROJECT NO. VAG 2016-002**

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

RECITALS:

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

Whereas, the Consultant is providing citation processing services.

Whereas, it is desirable to amend the Agreement to correct the amount being charged in this agreement being performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated February 6, 2016, with the scope of work to be performed. A copy of said Proposal is attached as "Exhibit B-First Amendment" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.2 Exhibit "B" to the Agreement is hereby amended to read as set forth in the attached Exhibit A entitled "Exhibit B – First Amendment."

SECTION 2

FIRST AMENDMENT TO AGREEMENT FOR ADMINISTRATIVE CITATION PROCESSING  
SERVICES  
PROJECT NO. VAG 2016-002

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

**SIGNATURE PAGE TO FOLLOW**

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Attachment: Second Amendment to Agreement - Data Ticket - Parking Control Program (3254 : APPROVE THE SECOND AMENDMENT TO

FIRST AMENDMENT TO AGREEMENT FOR ADMINISTRATIVE CITATION PROCESSING SERVICES  
PROJECT NO. VAG 2016-002

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

City of Moreno Valley

DataTicket dba Revenue Experts

By: [Signature]  
City Manager

By: [Signature]

Date: 9.23.16

Title: Vice President  
(President of Vice President)

Date: July 12, 2016

INTERNAL USE ONLY

APPROVED AS TO FORM:

[Signature]  
City Attorney  
8-8-16  
Date

By: [Signature]

Title: Secretary  
(Corporate Secretary)

Date: 7/12/16

RECOMMENDED FOR APPROVAL:

[Signature]  
Department Head  
SEPT. 21, 2016  
Date

Attachments: Exhibit B – First Amendment

Attachment: Second Amendment to Agreement - Data Ticket - Parking Control Program (3254 : APPROVE THE SECOND AMENDMENT TO



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

**EXHIBIT B -FIRST AMENDMENT**

**FEE SCHEDULE:** Fee schedule from Contractor attached hereto.

Total compensation during the term of this Agreement not to exceed \$165,000.00 per year.

<b>Description</b>	<b>Proposed Fee</b>
Fee for processing and updating (electronically and manually)	<b>\$0.40 per cite</b>
Fee for collecting each out-of-state citation	<b>23% of collected revenue</b>
Fee for sending each delinquent notice	<b>\$0.72 per notice (subject to postage increases)</b>

**Specified services and material covered by the Fee for both in-state and out-of-state citations shall include:**

- Data entry of handwritten citations and entry of electronically transferred citations
- Collecting and processing all payments
- Processing all status changes to citation database
- Two user passwords for Client Access to Web Site
- Allows viewing and printing of citation management reports and citations at the City 24/7. The City will always have access to its citation database including all status updates real-time. Additional user passwords can be issued for a small additional fee.
- Credit card payments accepted via phone or paper
- Credit card payments accepted real-time on-line via Ticket Wizard 5000 web site
- Allows citizens 24/7 ability to access, view and pay their citations
- On-Line connection to California DMV for daily registered owner information files
- On-Line connection to California DMV for daily hold and release files
- Interface with DMV's nationwide for registered owner information
- Interface with third party vendor for nationwide registered owner information
- All forms and tracking
- Correspondence tracking and response
- Bi-lingual 800 line voice mail information 24 hours per day, 7 days per week
- Bi-lingual 800 line customer service answered by customer service representative
- Daily bank deposits
- Bank reconciliation
- Comprehensive monthly management reports on issuance and revenue
- All required insurance
- Local corporate headquarters

Attachment: Second Amendment to Agreement - Data Ticket - Parking Control Program (3254 : APPROVE THE SECOND AMENDMENT TO

Description	Proposed Fee
Additional Correspondence	<b>\$1.25 per letter (subject to postage increases) 23% of collected revenue</b>
<p><b>Fee for Delinquent Collection Notices:</b> (Old citations, those which have gone through the normal collection cycle including DMV hold, or are 3-months or older and remain uncollected)</p> <p><b>Six Additional User Passwords:</b> Real time viewing and reporting on Client Database Viewing and printing of citation reports and citations at the City 24/7. The City will always have access to its citation database including all status updates.</p> <p><b>NSF Checks:</b> Processed, payments reversed, penalties added and letter sent</p> <p><b>Scheduling:</b> Review, hearing and court appearances</p> <p><b>Hearings:</b> Hearing Appointments (No minimum per visit. Visits are scheduled in accordance with City requirements, but no less than every 90-days according to California law.</p> <p><b>FTB Tax Lien Participation:</b></p> <ul style="list-style-type: none"> <li>• Matching social security number to debts (Contractor to maintain database to limit number of searches for same social security number)</li> <li>• Collections, file adjustment and reconciliation reports</li> </ul> <p><b>Parking Ticket Contest Review 1<sup>st</sup> &amp; 2<sup>nd</sup> level Convenience Fee to Violator:</b> for Company Credit Card usage (Web-site, phone and paper credit card payments</p>	<p><b>Included</b></p> <p><b>\$5.00 per NSF</b></p> <p><b>\$0.50 per appeal</b></p> <p><b>\$75.00 per hour</b></p> <p><b>\$2.00 per SS request</b></p> <p><b>15% of collections</b></p> <p><b>\$0.50 each cite</b> <b>\$3.50 per use</b></p>
<p><b>Cost to Purchase Hand Held Ticket Writers:</b></p> <p>Costs sheets for Ticket Writers, upon selection of preferred unit, a total cost proposal will be generated for City including exact costs for all hardware, software, ticket stock, envelopes and additional items.</p>	<p>Prices range from \$75-\$111 per unit plus monthly support and annual handheld license fee.</p>



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Richard J. Sandzimier, Community Development Director

**AGENDA DATE:** October 2, 2018

**TITLE:** ACCEPTANCE OF THE TRANSFORMATIVE CLIMATE COMMUNITIES GRANT AWARD AND AUTHORIZATION TO AWARD TO MIG, INC., A PROJECT-RELATED SERVICES AGREEMENT FOR THE PREPARATION OF A DISADVANTAGED COMMUNITIES OUTREACH TOOLBOX, ENGAGE MOVAL

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Accept the Transformative Climate Communities Planning grant award of \$93,960 from the Strategic Growth Council.
2. Authorize the City Manager, or his designee, to execute on behalf of the City of Moreno Valley, applications and other related documents required by the Strategic Growth Council for participation in the Transformative Climate Communities Program as well as for the purpose of obtaining funding assistance provided by the State Department of Conservation.
3. Approve and award a Project-Related Services Agreement with a "Not-to-Exceed" fee with MIG, Inc., to complete an outreach toolbox targeted to disadvantaged communities.
4. Authorize the City Manager, or his designee, to execute a Project-Related Services Agreement with MIG, Inc., subject to the approval as to form by the City Attorney.
5. Authorize the Chief Financial Officer, or his designee, to approve a purchase order in the amount of \$93,795 to MIG, Inc., in accordance with approved terms of the Agreement.

6. Authorize the Chief Financial Officer, or his designee, to make any necessary budget adjustments as stated in the Fiscal Impact section.

## **SUMMARY**

This report recommends acceptance of a Transformative Climate Communities Planning grant award in the amount of \$93,960. Funds from this grant will be used to create an outreach toolbox, Engage MoVal, that can be used to facilitate outreach and engagement with disadvantaged residents of the City enabling them better opportunity to participate in projects that may affect them.

This report also recommends approval of a Project-Related Services Agreement with the firm of MIG, Inc. in a "Not-to-Exceed" amount of \$93,795 to prepare the outreach toolbox. MIG, Inc. is recommended for this engagement following a thorough review of proposals submitted to the City in response to the Requests for Proposal (RFP) issued for this work. MIG, Inc. has demonstrated that they are best suited to work effectively with City staff, the Hispanic Chamber of Commerce, Riverside University Health System - Public Health, the Family Service Association and other stakeholders, with an acceptable schedule for timely completion of the project.

## **DISCUSSION**

The Strategic Growth Council (SGC) coordinates the activities of State agencies and partners with stakeholders to promote sustainability, economic prosperity, and quality of life for all Californians. The SGC's Transformative Climate Communities (TCC) Program grants are intended to enable communities to develop tools and strategies that can identify, address and reduce environmental impacts in line with the SGC objectives. The TCC Program provides funding for projects that can reduce greenhouse gas (GHG) emissions through the development and implementation of neighborhood-level plans that include health benefits to disadvantaged communities.

In alignment with prudent financial objectives City staff strives to pursue alternate funding sources when available. The Community Development Department submitted a grant request for TCC funds in November 2017 with a focus on developing a tool to enhance public outreach in disadvantaged communities. Many cities across California encounter difficulty in finding effective ways to engage this cohort of residents on issues and projects due to various barriers. Better awareness and participation in the review of projects by all residents is consistent with established planning laws and processes. The City believes all communities impacted by environmental factors, particularly those possessing fewer choices and resources for mitigating those impacts, should be engaged in efforts to identify, evaluate and combat the hazards and thereby have equivalent opportunity to influence their quality of life. Some of the most common risks to impacts associated with projects such as climate change, traffic congestion, noise and air pollution, often occur in or near disadvantaged communities, making the need for their involvement and insights particularly valuable.

In February 2018, the TCC program allocated a \$93,960 award to the City of Moreno

Valley in response to our grant request to develop a toolbox that can accomplish the goal noted above. The project name for the toolbox will be Engage MoVal.

With Engage MoVal, the City aims to outline specific or unique strategies suited particularly for residents in Census Tracts identified as disadvantaged to facilitate their early community involvement during planning processes for private developments. The toolbox could also be used for future City-initiated planning projects, as well as capital projects where warranted.

Subsequent to notice of award of the grant, on June 8, 2018, the City issued a RFP soliciting professional consulting services for the preparation of the outreach toolbox. The RFP was broadly advertised on the City’s online bid portal, PlanetBids, to ensure an open competitive process. On June 20, 2018, the City received one qualifying response from Kearns and West that included a proposal that was more robust than desired and which was far greater in cost proposal than the SGC allocated budget. After careful consideration between the City staff and SGC staff, a determination was made to make adjustments and clarifications to the scope of work, timeline, and budget to and recirculate the RFP. On August 8, 2018, the new RFP was re-advertised through PlanetBids.

The following firms submitted proposals in response to the re-advertised RFP:

Allegra Consulting, Inc.	MIG, Inc.
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Staff evaluators consisting of the Interim Planning Manager and a Senior Planner, reviewed and rated the proposals using a standardized point system and criteria with consideration of the following:

- Firms’ general experience and qualifications, including staffing levels;
- Firms’ experience preparing and completing similar projects;
- Proposed project schedule and firm resources allocated to project; and,
- Proposed approach to project delivery.

Each proposal was assessed a point score through the PlanetBids system. Using the PlanetBids system, a collective score of the evaluators was generated. Based on the proposal score, MIG, Inc. was selected as best suited for the project.

In summary of the scope, MIG, Inc. will provide formulation and organization of goals, extensive public outreach, data collection and analysis, and coordination of interagency meetings and other public participation events, and drafting of the toolbox document. The Consultant will also create presentations and reports for appropriate City Commissions and the City Council. MIG, Inc. will be expected to work effectively and in a timely fashion with City staff, its grant partners, and key stakeholders including the Family Service Association, Riverside University Health System - Public Health, and the Hispanic Chamber of Commerce to deliver the project in accordance with the budget and schedule. The consultant will be required to complete the project within 12 months of Agreement approval.

Anticipated Project Schedule\*

Project Kickoff and Logistics .....October 2018 - January 2018  
 Disadvantaged Community Assessment & Outreach..... February - June 2019  
 Review Engagement and Develop Draft Toolbox..... May - September 2019  
 Presentation of Results and Final Toolbox..... August - October 2019

\*Dates subject to change.

**ALTERNATIVES**

1. Accept the Transformative Climate Communities Planning grant award, approve revenue and expenditure allocation adjustments, and approve the Agreement with MIG, Inc. to develop an outreach toolbox. This alternative is recommended by staff and will allow the City to receive Transformative Climate Communities Program funding and develop and implement different outreach efforts to reach disadvantaged communities in Moreno Valley.
2. Do not accept the Transformative Climate Communities Planning grant award. This alternative is not recommended by staff and will prohibit the City from receiving current, and perhaps future, Transformative Climate Communities Program funding which will hinder exploration of outreach tools that are most effective in receiving productive feedback from disadvantaged residents in Moreno Valley.

**FISCAL IMPACT**

This grant has no requirement for matching funds. Acceptance of this grant award will necessitate the adjustments outlined below.

There is no impact to the General Fund.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 18/19 Budget	Proposed Adjustments	FY 18/19 Amended Budget
State Grant Operating Revenue	Other Grants	2300-20-27-73314-486000	Rev	\$0	\$93,960	\$93,960
State Grant Professional Services - Other	Other Grants	2300-20-27-73314-620299	Exp	\$0	\$93,960	\$93,960

**NOTIFICATION**

Publication of the Agenda

**PREPARATION OF STAFF REPORT**

Prepared by:

Department Head Approval:

Samantha Welch  
Planning Intern

Richard J. Sandzimier  
Community Development Director

## **CITY COUNCIL GOALS**

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

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

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

## **CITY COUNCIL STRATEGIC PRIORITIES**

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

## **ATTACHMENTS**

1. SGC Grant Agreement
2. SGC Terms and Conditions and Attachments
3. RFP\_#2018-021R Outreach Toolbox Addendum No 1
4. MIG\_City of Moreno Valley\_Engage Moval Proposal
5. Agreement for Project Related Services - MIG

## **APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	9/26/18 8:42 AM
City Attorney Approval	<u>✓ Approved</u>	9/25/18 1:32 PM
City Manager Approval	<u>✓ Approved</u>	9/26/18 5:42 PM

DOC-6  
(Rev 12/17)

State of California - The Natural Resources Agency  
**DEPARTMENT OF CONSERVATION**  
**GRANT AGREEMENT**

**GRANTEE:** City of Moreno Valley

**PROGRAM:**

Transformative Climate Communities Program

**GRANT NUMBER:**

3018-704

**AM. NO.:**

**MAXIMUM AMOUNT OF THIS GRANT:** \$93,960.00

The Department and the Grantee hereby agree to the following:

1. This Grant Agreement specifies the terms and conditions for a Transformative Climate Communities Program Planning Grant, awarded by the Strategic Growth Council on January 29, 2018. This grant has been awarded as a result of an application received in response to the TCC Program Grant Guidelines & Request for Grant Applications, as approved for release on August 23, 2017 and amended on October 23, 2017.
2. The purpose of this Grant Agreement is to provide funding from Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, to the City of Moreno Valley for "ENGAGE MoVal: Outreach Toolbox for Disadvantaged Communities".
3. This Grant Agreement shall be conducted in accordance with the Terms and Conditions and Attachment A (Work Plan and Budget), Attachment B (Reporting Templates) and Attachment C (Invoicing Templates) which are attached and incorporated herein as well.
4. The term of the Grant Agreement is one (1) year, unless otherwise terminated, or amended to extend the grant term. The grant term will commence the day both Parties have signed the Grant Agreement. Only approved expenses incurred during this Grant Agreement term in accordance with the Grant Agreement and Attachment A (Work Plan and Budget) will be reimbursable.
5. The amount of this Grant Agreement shall not exceed \$93,960.

STATE OF CALIFORNIA  
DEPARTMENT OF CONSERVATION

City of Moreno Valley

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
GRANTEE  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
PRINTED NAME AND TITLE

GRANTEE  DEPARTMENT OF CONSERVATION  CONTROLLER

Grant Agreement Cover Sheet  
6/2018



California Department of Conservation – Division of Land Resource Protection  
**Strategic Growth Council – Transformative Climate Communities Program Planning Grant**  
 City of Moreno Valley  
 Grant Number: 3018-704  
 Fiscal Year Allocation: 2016-2017

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Attachment: SGC Terms and Conditions and Attachments (3262 : ACCEPTANCE OF THE TRANSFORMATIVE CLIMATE COMMUNITIES GRANT

California Department of Conservation – Division of Land Resource Protection  
**Strategic Growth Council – Transformative Climate Communities Program Planning Grant**  
 City of Moreno Valley  
 Grant Number: 3018-704  
 Fiscal Year Allocation: 2016-2017

**TERMS AND CONDITIONS**

**1. Authority and Scope of Grant Agreement.**

The authorization for this Grant Agreement is the Transformative Climate Communities Program (“TCC Program”) statute (Public Resources Code, Sections 75240 – 75243) and the TCC Program Guidelines (“Guidelines”), as approved for release on August 23, 2017 and amended on October 23, 2017, and the Strategic Growth Council’s (“SGC”) approval of this project (“Project”) on January 29, 2018.

Pursuant to the above authorization, the Department of Conservation (“Department”), acting on behalf of the SGC, hereby grants to City of Moreno Valley (“Grantee”) a sum not to exceed ninety-three thousand, nine hundred and sixty dollars (\$93,960), upon and subject to the terms of this Grant Agreement and consistent with the terms of the Guidelines.

As awarded, this Grant Agreement is between the Department and the City of Moreno Valley. The Department and Grantee are collectively referred to as “Parties.” “Co-applicants” identified in the TCC application process are referred to as “Partners”, but are not parties to this Grant Agreement.

The Guidelines and attachments are included in and made a part of this Grant Agreement.

**2. Purpose of Grant.**

The purpose of this grant is to provide funds for a Planning Grant from Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, to help local jurisdictions develop strategies to reduce carbon emissions, improve air quality, and build resiliency in the face of a changing climate, with a focus on low-income and disadvantaged communities.

**3. Grant Term.**

The term of the Grant Agreement is one (1) year, unless otherwise terminated, or amended to extend the grant term. The grant term will commence the day both Parties have signed the Grant Agreement. The Department will notify the Grantee and Partners when work may proceed.

The Department has entered into a Grant Agreement with the City of Moreno Valley to provide Planning Grant funding for the Grantee to complete all planning activities and to meet all deliverables based on the budget and timeline specified in the Work Plan and Budget (Attachment A) set forth in this Grant Agreement.

To ensure reimbursement of all eligible costs incurred during the term and specified in this Grant Agreement, the Grantee must submit all required reports, invoices and documentation by required dates specified in the Reporting Requirements and Invoice Preparation sections of this Grant Agreement. The Grantee’s obligations under this Grant Agreement shall be deemed discharged only upon acceptance and approval of the Final Report by the SGC.

**4. Authorized Signatories.**

The Department Director or designee is authorized to sign this Grant Agreement and related documents on behalf of the Department. The Department will notify the Grantee of the day-to-day point of contact (“TCC Grant Manager”) once the grant is executed.

At the time of grant execution, the Grantee must submit a letter that identifies the individual who is authorized to sign this Grant Agreement and Project deliverables and related documents on behalf of the Grantee. The letter must also identify any additional Authorized Designees as well as the day-to-day Grant Manager.

California Department of Conservation – Division of Land Resource Protection  
**Strategic Growth Council – Transformative Climate Communities Program Planning Grant**  
 City of Moreno Valley  
 Grant Number: 3018-704  
 Fiscal Year Allocation: 2016-2017

In the event that the Authorized Signatory or Authorized Designee is unable to sign a deliverable or related document on behalf of the Grantee, the Grantee shall submit an updated letter signed by the Authorized Signatory designating another individual to sign in their place. If the Authorized Signatory or Authorized Designee are funded through this Grant Agreement, another individual employed by the Grantee must be designated to sign the invoices.

Grantees must keep Authorized Signatory letters up to date and submit changes through email to the Department within seven (7) working days of the change. Authorized Signatory letters will be kept on file with the Department for up to three (3) years after the final invoice has been paid and one (1) year following an audit.

**5. Document Submission.**

All correspondence and documents submitted through email must contain the Grant Agreement Number and the Grantee's Name in the subject line.

**6. Reporting Requirements.**

The Grantee is required to monitor and review all work performed to meet scheduled deliverables, provide Quarterly Progress Reports and a Final Report, and ensure the Project is completed on schedule and in accordance with this Grant Agreement. Reporting templates are Attachment B to this Grant Agreement.

**A. General Requirements**

- i. All reports must be completed using the attached templates.
- ii. All reports must be submitted through email by 5:00 p.m. on the due date.
- iii. All reports must be signed by the Authorized Signatory or Authorized Designee on file with the Department.
- iv. Reports that do not meet the reporting requirements specified within this Grant Agreement may result in a delay in release of funds.

**B. Reporting Calendar Schedule**

- i. Reports must be submitted to the Department by the required due dates:

Report	Reporting Period	Due Date
1 <sup>st</sup> Quarter Progress Report	July 1 – Sept 30	October 30
2 <sup>nd</sup> Quarter Progress Report	Oct 1 – Dec 31	January 30
3 <sup>rd</sup> Quarter Progress Report	Jan 1 – Mar 31	April 30
4 <sup>th</sup> Quarter Progress Report	Apr 1 – June 30	July 30
Final Report Package	Start date – End date	Within 60 days of Project Completion

- ii. The reporting period will begin on the start date of the Grant Agreement. When the report submission due date falls on a weekend or state-recognized holiday, reports will be due on the first working day that follows.

California Department of Conservation – Division of Land Resource Protection  
**Strategic Growth Council – Transformative Climate Communities Program Planning Grant**  
 City of Moreno Valley  
 Grant Number: 3018-704  
 Fiscal Year Allocation: 2016-2017

- iii. The Final Report Package must include the final invoice, last Quarterly Progress Report, and Final Report.
- C. Quarterly Progress Reports
- i. Quarterly Progress Reports must be completed using the attached Quarterly Progress Report template.
  - ii. Quarterly Progress Reports describe the progress of activities performed, challenges and opportunities encountered, anticipated modifications, and milestones and deliverables achieved during the period for reimbursement, to ensure the Project stays on schedule for completion as specified in the Work Plan and Budget.
  - iii. If the grant term is extended, subsequent quarterly reports will be submitted based on the Reporting Calendar Schedule.
- D. Final Report
- i. The Final Report must provide all information described in the Final Report template.
  - ii. The Final Report must document the Project's outcomes, summarize all tasks and deliverables and expenditure of funds, and discuss planned next steps for related activities beyond the grant term. It will attach and incorporate all work-products generated by these funds, including final deliverables produced by the Grantee.
  - iii. To the extent appropriate, the Grantee's Board of Directors or Board of Supervisors, or other Authoritative Board or Body, shall adopt and certify as accurate the Final Report prior to its submission to the Department.
- E. The Department, the SGC and/or a third-party retained by the state may verify reports through methods that include but are not limited to: supporting documentation, site visits, conference calls or video conferencing.
7. **Payment.**
- A. Advanced payments are not permitted under this Grant Agreement. Payments shall be made to the Grantee no more than quarterly in arrears and on a reimbursement basis.
  - B. The Grantee must submit all required documents (e.g. Invoice, Quarterly Progress Reports, Final Report, supporting documentation, and deliverables) to the Department by the required due dates.
  - C. Payments will be made only upon evidence of satisfactory progress (e.g. activities reaching milestones, tasks completed, deliverables achieved, etc.) as determined by the Department. Failure to comply with reporting and invoicing requirements may result in non-payment or delayed payment of invoice(s).
    - i. In the last quarter, the Final Report will also be reviewed by the SGC. The Grantee's obligations under this Grant Agreement shall be deemed discharged only upon acceptance and approval of the Final Report by the SGC.
  - D. The Grantee may only request reimbursement for eligible direct and administrative costs incurred during the term of the Grant Agreement period. Any work performed prior to the start date of the Grant Agreement will not be reimbursed. Under no circumstances shall the Grantee seek reimbursement for any indirect costs or any cost that has been, or will be, paid through another funding source.
    - i. Direct Costs: Direct costs may include, but are not limited to: personnel, supplies, or travel expenses directly tied to the implementation of the grant.

California Department of Conservation – Division of Land Resource Protection  
**Strategic Growth Council – Transformative Climate Communities Program Planning Grant**  
 City of Moreno Valley  
 Grant Number: 3018-704  
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- a. Travel costs: Eligible travel costs will be reimbursed at the lowest rate stated in the CalHR Travel Rules and Policy Memos (<http://www.calhr.ca.gov/state-hr-professionals/Pages/bargaining-contracts.aspx>). Incidentals and out of state travel are not reimbursable costs and will not be reimbursed.
  - ii. Administrative Costs: include, but are not limited to staff salaries and benefits, supplies, and other resources used to administer the grant. "Administration of the grant" is not limited to: activities required for coordinating the Grantee/Partner relationship, reporting, invoicing, etc.
  - iii. Indirect Costs: Indirect costs are not eligible for reimbursement. Indirect costs are defined as expenses of doing business that are of a general nature and are incurred to benefit at least two or more functions within an organization. These costs are not directly tied to the grant but are necessary for the general operation of the organization. Examples of indirect costs may include, but are not limited to: salaries and benefits of employees not directly assigned to a Project, but providing general support services such as personnel, business services, information technology, janitorial, and overhead such as rent, utilities, supplies, etc.
- E. The Grantee must include all supporting documents (e.g. receipts, purchase orders, timesheets, Partner and subcontractor invoices and supporting documentation, etc.) required for payment.
  - F. The Department will withhold from payment ten percent (10%) of each invoice submitted for reimbursement. Once the state has determined the Grantee has fulfilled the terms of the Grant Agreement, the 10% will be released as final payment.
  - G. If the state determines that any invoiced and paid amounts exceed the actual allowable costs, the Grantee will repay the amounts to the state within thirty (30) days of request or as otherwise agreed by the state and Grantee. If the state does not receive such repayments, it will be entitled to take actions such as withholding further payments to the Grantee and seeking repayment from the Grantee.
- 8. Invoice Preparation.**
- A. Each invoice must be submitted on the Grantee's official letterhead using the Invoice templates (Attachment C).
  - B. Each invoice must be accompanied by a complete and accurate Quarterly Progress Report, as well as copies of supporting documentation for costs.
  - C. The final invoice must be accompanied by both the Final Report and last Quarterly Progress Report. The amount requested for reimbursement in the final invoice should include a request for reimbursement of the retention withheld throughout the grant term.
  - D. Invoices must be signed by the Authorized Signatory or Authorized Designee on file with the Department certifying that the expenditures are for actual costs for the activities/tasks performed under this Grant Agreement.
  - E. Grantees must email a signed invoice with copies of supporting documentation to the Department. The email must clearly indicate the intent to submit the document and evidence that it was deliberately signed by the Authorized Signatory or Authorized Designee.

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- F. Supporting Documentation
- i. The Grantee must submit the following documentation, as relevant, for each itemized cost: copies of proof of purchase receipts, sufficiently detailed subcontractor's invoices, rental agreements, activity logs, timesheets, or canceled check(s). These items must contain sufficient information to establish that the specific service was rendered or purchase was made. Original supporting documentation is not required and should be retained by the Grantee:
    - a. Expenses should be broken out at the task level and should represent actual costs incurred.
    - b. Travel should be broken out separately.
    - c. Supporting documentation should be submitted for all work completed.
    - d. Supporting documentation should be clearly labeled by task or travel.
  - ii. Records documenting time spent performing the work shall identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, the hourly rate, and the amount of time spent.
  - iii. All records must reflect the actual time or money spent, rather than that which was planned or budgeted.
- G. Invoices that do not meet the requirements of this Grant Agreement, are incomplete, or have inaccuracies, will be returned to the Grantee for resubmittal within ten (10) working days with an explanation of why it was not approved.
- H. If it is determined that the Grantee submitted false or materially inaccurate invoices, supporting document or components of the application, the SGC or Department may impose any and all available remedies, including reimbursement of already disbursed payments, grant termination, and/or Grantee's debarment from future grant opportunities administered by the state.
- 9. Modifications and Amendments to the Grant Agreement.**
- Any modification or amendment request must be within the intent of the TCC Program. Due to the competitive nature of the process that resulted in the selection of this Project for funding, any requests to increase the overall grant amount or significantly alter the Project will not be approved. All requests must explain the purpose of the request, how the request is consistent with the Guidelines, and the effect of not approving the request. Modifications and amendments to the Grant Agreement will be considered at the sole discretion of the state.
- A. Modifications: Requests for modifications must be submitted in writing at least thirty (30) days prior to when the modification is needed. Modifications are minor changes to the Grant Agreement, which include but are not limited to changes in the:
  - i. Work Plan and Budget
    - a. Reallocating less than ten percent (10%) of the total grant award between tasks
    - b. Adjusting deliverable due dates within the grant term
- B. Amendments: Material changes to the Grant Agreement will require an amendment. Requests for amendments must be submitted in writing at least three (3) months prior to the end of the grant term. Examples of actions that would require an amendment to the Grant Agreement include but are not limited to changes in the:
  - i. Work Plan and Budget
    - a. Reallocating more than ten percent (10%) of the total grant award between tasks
    - b. Elimination or alteration of tasks
    - c. Change in Partners
  - ii. Grant term: Extending the grant term. Due to the availability of funding, under no circumstances may the amended grant term extend beyond January 31, 2021.

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- C. This Grant Agreement may only be modified or amended upon written mutual agreement of the Parties. No oral understanding or agreement not incorporated by writing in this Grant Agreement shall be binding on any of the Parties. The Grantee must request and obtain prior written approval before any modification or amendment of this Grant Agreement is valid.

**10. Early Termination.**

Both the Grantee and the Department have the right to terminate this Grant Agreement at any time upon thirty (30) days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within thirty (30) days of the early termination notice.

**11. Disputes.**

If a dispute regarding this Grant Agreement arises that cannot be resolved by the TCC Grant Manager, the TCC Program Manager, or the Director of the Division of Land Resource Protection, then the Grantee shall submit a written dispute statement to the Director of the Department that shall be labeled "written dispute statement" and contain a concise statement of the substance of the dispute, along with any supporting documentation including, but not limited to, invoices, time sheets, or photos. The state will respond to written dispute statements within thirty (30) days of receipt.

In the event of a dispute, the language contained in this Grant Agreement shall prevail over any other language, including that contained in the grant application. The Grantee shall continue with the responsibilities and obligations under the terms of this Grant Agreement during any dispute.

**12. Stop Work Orders.**

In the event that it is determined at the sole discretion of the state that the Grantee is not meeting the terms and conditions of the Grant Agreement, immediately upon receiving a written notice from the Department or the SGC to stop work, the Grantee shall cease all work under this Grant Agreement. The state has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the Grantee to resume work under this Grant Agreement.

**13. Accounting Records and Audits.**

- A. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the attached Work Plan and Budget. Separate bank accounts are not required.
- B. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), financial records of expenditures incurred during the course of the Project in accordance with generally accepted accounting principles, including matching funds that may be required.
- C. The Grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement.
- D. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated.
- E. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.



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- F. Partners and subcontractors employed by the Grantee and paid with moneys under the terms of this Grant Agreement shall be responsible for maintaining accounting records as specified above.
- G. The Grantee agrees to include a similar right of the state to audit records and interview staff in any subcontract related to performance of this Grant Agreement.

**14. Publicity.**

The Grantee agrees that it will acknowledge the SGC's support whenever activities or Projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material. The Grantee shall also include in any publication resulting from work performed under this grant an acknowledgment substantially as follows:

*"The work upon which this publication is based was funded in whole or in part through a grant awarded by the California Strategic Growth Council."*

Media: The Grantee is required to identify a point of contact for all press inquiries and communications needs related to the Project and provide the name, phone number and email address of this individual to the SGC. All press releases must be approved by the SGC Communications Office prior to distribution and the SGC must be alerted and invited to participate in any and all press conferences related to the grant.

Social media: The Grantee is encouraged to use social media to inform and share with the public activities under this Grant Agreement. Furthermore, @CalSGC should be tagged on all posts related to activities under this Grant Agreement. Use of the hashtags #TCCPlanning and #CommunityLedTransformation is also encouraged.

**15. Severability.**

In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Grant Agreement have force and effect, and shall not be affected thereby.

**16. General Compliance.**

By signing this Grant Agreement, the Grantee certifies that it shall comply fully with all applicable federal, state and local laws, ordinances, regulations and permits and shall secure any new permits required by authorities having jurisdiction over the Project(s), and maintain all presently required permits. The Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement.

Additionally, the Grantee certifies that it is not and shall not be:

- A. In violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district;
- B. Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- C. Finally determined to be in violation of provisions of federal law relating to air or water pollution.

**17. Liability Indemnification and Waiver.**

The indemnification obligations shall survive the termination of this Grant Agreement. The Grantee agrees to indemnify, defend (with counsel reasonably approved by the state) and hold harmless the Department, the SGC,



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the California Natural Resources Agency ("CNRA"), its employees, officers or agents from and against any and all claims, injury, damages, liability, loss or attorneys' fees arising out of or in connection with the subject matter, terms or performance of this Grant Agreement, and from any suit, proceeding or challenge against the Department, the SGC, CNRA and their employees, officers or agents by a third-party alleging that by virtue of the terms of this Grant Agreement, the Department, the SGC, CNRA and their employees, officers or agents have done any wrongful act or breached any representation, whether based on a claim in contract, tort or otherwise.

**18. Grantee Independence/Not an Agent of the State.**

The Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

**19. Assignment.**

Without the advance written consent of the Department, this Grant Agreement is not assignable by Grantee either in whole or in part.

**20. Grantee's Staff, Partners, and Subcontractors.**

The state's contractual relationship is with the Grantee, and not any of their Partners or subcontractors. The Grantee is entitled to make use of its own staff, Partners, and subcontractors, as identified in the Work Plan and Budget, and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. The Grantee shall manage, monitor, and accept responsibility for the performance of its own staff, Partners, and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement. Any request to add or modify Partners requires a formal amendment to the Grant Agreement. Any request to add or modify subcontractors requires documentation that the proposed subcontractor was selected in compliance with the subcontractor procurement processes of the Grantee, contracting Partner, or other applicable parties. Refer to section 10, Modifications and Amendments to the Grant Agreement.

Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the Department and any Partners or subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations under the terms of this Grant Agreement. The Grantee agrees to be fully responsible to the Department for the acts and omissions of its Partners, subcontractors, and of persons either directly or indirectly employed by them. The Grantee's obligation to pay its Partners and subcontractors is an independent obligation from the Department's obligation to make payments to the Grantee.

**21. No Third Party Beneficiaries.**

This Grant Agreement is not intended for the benefit of any person or entity other than the Parties, and no one other than the Parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

**22. Expatriate Corporations.**

Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**23. Insurance Requirements for Term of Grant Agreement.**

A Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.

If Grantee is not a governmental organization or is unable to provide evidence of self-insurance, then the following are the insurance requirements:

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- A. The Grantee shall obtain and keep in force for the term of this Grant Agreement the following insurance policies that cover any acts or omissions of the Grantee, its subcontractors or its employees engaged in the provision of service specified in this Grant Agreement:
- i. Worker's Compensation Insurance in an amount of not less than \$1,000,000 in accordance with the statutory requirement of the State of California. (Cal. Lab. Code § 3700 et seq.)
  - ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
  - iii. Motor vehicle liability with limits not less than the amounts below combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
    - a. 7 or fewer passengers: \$1,000,000
    - b. 8-15 passengers: \$1,500,000
    - c. 16+ passengers: \$5,000,000
- B. The Grantee shall name the State of California, its officers, agents, employees and servants as additional insured parties for the commercial general liability and automobile liability insurance but only with respect to work performed under the contract and is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the Department within thirty (30) days of the Grant Agreement signature. The Grantee will include the Grant Number on the submitted Certificate of Insurance.
- C. The Grantee shall notify the Department prior to any insurance policy cancellation or substantial change of policy.
- 24. Americans with Disabilities Act.**  
 Grantee certifies to the Department that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- 25. Union Organizing.**  
 By signing this Grant Agreement, the Grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Grant Agreement and hereby certifies that:
- A. No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Grant Agreement.
  - B. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and the Grantee shall provide those records to the Attorney General upon request.
- 26. Nondiscrimination Clause.**  
 During the performance of this Grant Agreement, the Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

The Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall

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comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 et seq.) and the applicable regulations promulgated there under (Cal. Code Regs., title 2, § 11005 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other grant agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform services under this Grant Agreement.

**27. Drug-Free Workplace Requirements.**

Grantee certifies to the Department that it will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- B. Establish a drug-free awareness program to inform employees about:
  - i. The dangers of drug abuse in the workplace;
  - ii. The organization's policy of maintaining a drug-free workplace;
  - iii. Any available counseling, rehabilitation and employee assistance programs; and,
  - iv. Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on the proposed Grant Agreement will:
  - i. Receive a copy of the company's drug-free workplace policy statement; and,
  - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

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ATTACHMENT A  
WORK PLAN AND BUDGET

Attachment: SGC Terms and Conditions and Attachments (3262 : ACCEPTANCE OF THE TRANSFORMATIVE CLIMATE COMMUNITIES GRANT

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Project Name: ENGAGE MoVal: Outreach Toolbox for Disadvantaged Communities

High Level Activities/Milestones	Responsible Parties [ex: Grantee, Partner, Subcontractor, etc.]	Timeline [Start and End Date]	Total Requested Grant Funds
<b>TASK 1: Project Kick-off and Logistics</b>			\$19,700
<b>Subtask A:</b> Project Team Kick-off <b>Subtask B:</b> Establishment of Activities and Timelines <b>Subtask C:</b> Web Site Development <b>Subtask D:</b> Establish Toolbox Expectations <b>Subtask E:</b> Engagement Materials Development  <b>Deliverables:</b> Activity Timeline; Web Site; Materials (Handouts, Flyers, Templates for Sign-in Sheets and Meeting Notes); Draft Toolbox Outline	Subtask A: City of Moreno Valley & Consultant Subtask B: Family Service Association; Moreno Valley Hispanic Chamber of Commerce; Riverside University Health System Subtask C: City of Moreno Valley & Consultant Subtask D: Family Service Association; Moreno Valley Hispanic Chamber of Commerce; Riverside University Health System Subtask E: City of Moreno Valley & Consultant	Start: September 2018; End: October 2018	\$19,700
		Travel	N/A
<b>TASK 2: Disadvantaged Community Assessment, Outreach, and Engagement</b>			\$43,810

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<p><b>Subtask A:</b> Assessment of DAC Data and Characteristics  <b>Subtask B:</b> Door-to-Door Canvassing (approximately 10-14 neighborhoods)  <b>Subtask C:</b> (2) Focus Group Testing  <b>Subtask D:</b> (1) Town Hall and (3) Community Workshops  <b>Subtask E:</b> Targeted Tabling Sessions at School Meetings, the Chamber of Commerce, Health, and City Events (approximately 5-6 events/meetings)  <b>Subtask F:</b> Social Media Outreach</p> <p><b>Deliverables:</b> DAC Data and Characteristics Document Findings; Flyers; Sign-in Sheets; Meeting Notes; Social Media Feedback and Statistics</p>	<p>Subtask A: City of Moreno Valley &amp; Consultant                  Subtask B: City of Moreno Valley &amp; Consultant                  Subtask C: City of Moreno Valley &amp; Consultant                  Subtask D: Family Service Association; Moreno Valley Hispanic Chamber of Commerce; Riverside University Health System                  Subtask E: Family Service Association; Moreno Valley Hispanic Chamber of Commerce; Riverside University Health System                  Subtask F: City of Moreno Valley &amp; Consultant</p>	<p>Subtask A: December 2018                  Subtask B: February 2019- April 2019                  Subtask C: February 2019- April 2019                  Subtask D: March 2019-May 2019                  Subtask E: December 2018- February 2019                  Subtask F: January 2019-March 2019</p>	<p>\$43,810</p>
Travel			N/A
<p><b>TASK 3: Review Engagement and Develop Draft Toolbox</b></p>			\$18,750
<p><b>Subtask A:</b> Compile Results of Outreach and Engagement  <b>Subtask B:</b> Review and Assess Results of Outreach and Engagement  <b>Subtask C:</b> Project Team Development of Engagement Best Practices  <b>Subtask D:</b> Develop Draft Toolbox</p>	<p>Subtask A-E: City of Moreno Valley &amp; Consultant</p>	<p>Start: March 2019; End: May 2019</p>	<p>\$18,750</p>

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<p><b>Subtask E:</b> (1) Town Hall (to present draft findings and results)</p> <p><b>Deliverables:</b> Summary of Results and Best Practices; Draft Toolbox Document; Sign-in Sheets; Meeting Notes; Survey Returns; Social Media Feedback and Statistics</p>			
Travel			N/A
<p><b>TASK 4: Presentation of Results and Final Toolbox</b></p>			\$11,700
<p><b>Subtask A:</b> Development of Presentation and Staff Report for City Council, Planning Commission, and other appropriate Commissions</p> <p><b>Subtask B:</b> Present Summary of Activities and Draft Toolbox to City Council, Planning Commission, other appropriate Commissions, and pertinent stakeholders</p> <p><b>Subtask C:</b> Incorporate Feedback in Draft Toolbox</p> <p><b>Subtask D:</b> Develop Final Toolbox</p> <p><b>Subtask E:</b> Develop and Submit Final Report and Toolbox to Strategic Growth Council (SGC)</p> <p><b>Deliverables:</b> Presentation; Staff Report; Summary of Feedback; Final Toolbox Document; SGC Report</p>	<p>Subtask A-E: City of Moreno Valley &amp; Consultant</p>	<p>Start: May 2019; End: June 2019</p>	\$11,700

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	Travel	N/A
<b>GRAND TOTAL</b>		<b>\$93,960</b>

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ATTACHMENT B  
REPORTING TEMPLATES

Attachment: SGC Terms and Conditions and Attachments (3262 : ACCEPTANCE OF THE TRANSFORMATIVE CLIMATE COMMUNITIES GRANT

<b>Transformative Climate Communities Program Quarterly Progress Report</b>	<b>FY 16/17</b>
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Grantee:		Grant Number:	
Project Name:			
Quarter #:	Reporting Period:	(Start Date)	to (End Date)
Authorized Signatory: (Name)		(Position)	
Signature:		Date:	

1. Summarize work completed during reporting period:

Task/Subtask	Description of Work Completed	Funds Spent
Total Funds Spent this Quarter:		

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Transformative Climate Communities Program Quarterly Progress Report	FY 16/17
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2. If your project is not on schedule per the Work Plan, please provide an explanation here.

3. Do you anticipate any modifications to your Work Plan or Budget in the next quarter?

<b>Transformative Climate Communities Program Final Report</b>	<b>FY 16/17</b>
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Grantee:	Grant Number:
Project Name:	
Authorized Signatory: (Name)	(Position)
Signature:	Date:

1. **Project Summary Statement**  
Provide a summary of the challenges facing the Planning Area and describe how the Project will result in advancing the State’s planning priorities within the planning area or jurisdiction. Refer to the TCC Guidelines.
2. **Project Overview**  
Describe how the Project realized the goals described in the grant proposal, and the objectives contained in work plan; how the grant funds were spent in relation to the proposed budget; and, any changes made to the original Project and why the changes were necessary.
3. **Project Accomplishments**  
Describe the Project’s deliverables and any other notable outcomes; discuss major benefits attained during or as a result of the Project; and report on successful strategies used to achieve results.
4. **Preparation for Future TCC Implementation Grant**  
Describe how the project will assist the Grantee in applying for future TCC Implementation Grants. Address how the Grantee plans to meet requirements related to leverage funding, displacement avoidance, community engagement, GHG emission reductions tracking and monitoring, or climate resiliency.
5. **Project Barriers**  
Describe any goals or objectives that could not be met, or issues that impeded the progress of the Project, how these obstacles were responded to and how these lessons learned can be useful for other TCC communities.
6. **Strategies for Implementation**  
Describe how plans or processes developed in the Project will be implemented over the next three to five years to further your organization’s sustainability goals and strategies.

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ATTACHMENT C  
INVOICE TEMPLATES

Attachment: SGC Terms and Conditions and Attachments (3262 : ACCEPTANCE OF THE TRANSFORMATIVE CLIMATE COMMUNITIES GRANT

[TO BE PRINTED ON GRANTEE LETTERHEAD]

Department of Conservation  
 Division of Land Resource Protection  
 Attn: [TCC Grant Manager]  
 801 K Street, MS 14-15  
 Sacramento, CA 95814

Date: \_\_\_\_\_

TRANSFORMATIVE CLIMATE COMMUNITIES FY 16/17  
**PLANNING GRANT INVOICE**

Grantee:		Grant Number:	
Quarter: [insert #]	Dates:	[insert Start Date]	[insert End Date]
Authorized Signatory: [Type Name]		[insert Position]	
By signing this, I certify that work has been completed in accordance with the grant agreement and that the request for reimbursement represents actual costs.			
Signature:		Date:	
<b>Task</b>		<b>Grant Funds Spent</b>	
Task 1: Community Engagement			
Task 2: Draft Document X			
Task 3: Final Document X			
Task 4: Grant Administration			
SUBTOTAL for this Quarter			
<i>Minus 10% Retention</i>			
TOTAL reimbursement requested this Quarter			

Attachment: SGC Terms and Conditions and Attachments (3262 : ACCEPTANCE OF THE TRANSFORMATIVE CLIMATE COMMUNITIES GRANT

[TO BE PRINTED ON GRANTEE LETTERHEAD]

Department of Conservation  
 Division of Land Resource Protection  
 Attn: [TCC Grant Manager]  
 801 K Street, MS 14-15  
 Sacramento, CA 95814

Date: \_\_\_\_\_

TRANSFORMATIVE CLIMATE COMMUNITIES FY 16/17  
**FINAL PLANNING GRANT INVOICE**

Grantee:		Grant Number:	
Quarter: [insert #]	Dates:	[insert Start Date]	[insert End Date]
Authorized Signatory: [Type Name]		[insert Position]	
By signing this, I certify that work has been completed in accordance with the grant agreement and that the request for reimbursement represents actual costs.			
Signature:		Date:	
<b>Task</b>		<b>Grant Funds Spent</b>	
Task 1: Community Engagement			
Task 2: Draft Document X			
Task 3: Final Document X			
Task 4: Grant Administration			
SUBTOTAL for this Quarter			
Plus 10% Retention withheld from Quarters 1-3			
TOTAL reimbursement requested for the Final Invoice			

Attachment: SGC Terms and Conditions and Attachments (3262 : ACCEPTANCE OF THE TRANSFORMATIVE CLIMATE COMMUNITIES GRANT



**ADDENDUM NO. 1  
TO THE REQUEST FOR QUALIFICATIONS  
BID NO 2018-021R  
Professional Services to Prepare an Outreach Toolbox for  
Disadvantaged Communities: Engage Moval**

August 17, 2018

E-Mail

TO: ALL PROSPECTIVE PROPOSERS

This Addendum forms a part of the Request for Proposal (RFP) for the above-identified projects and modifies the original RFP as noted below. Portions of the RFP, not specifically mentioned by the Addendum, remain in force.

Please make the following changes to the RFP. Please see revised RFP document attached.

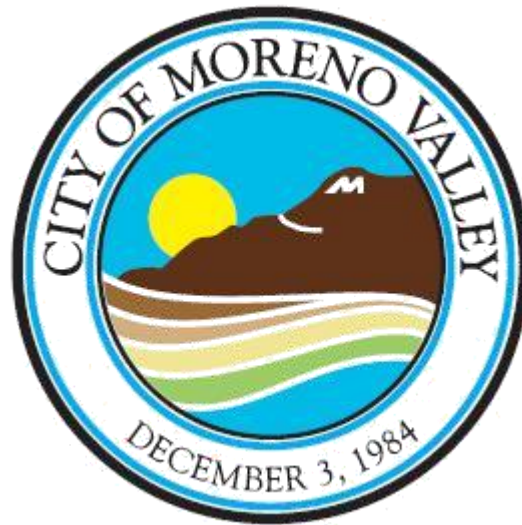
1. Page 1, Item I, table date changes (#3 through #8)
2. Page 2, Item F, date change
3. Page 5, Item E1, date change
4. Page 6, Item I(A)(2), date change
5. Page 7, Item III(C), date change
6. Pages 14-15, Calendar items change
7. 2nd to last page, Gantt chart timeline, document change:

If you have any questions, please contact the Purchasing Division of the City of Moreno Valley Financial & Management Services Department by telephone 951.413.3190.

Attachments: Revised RFP  
Revised Gantt Chart



# City of Moreno Valley



## ***Request for Proposal*** **# 2018-021**

Professional Services to Prepare an Outreach Toolbox for  
Disadvantaged Communities: Engage Moval

August 8, 2018

**Question Deadline:**

August 15, 2018, 4:00 pm, PST

**Proposal Due Date:**

August 28, 2018, 2:00 pm, PST

**Submit proposal online at:**

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

RFP # 2018-021 Professional Services to Prepare an Outreach Toolbox for Disadvantaged Communities: Engage Moval

August 2018

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**Schedule, Overview, Proposal Content, Proposer Qualifications**

**I. Tentative Schedule of Important Dates**

This section provides a **tentative** schedule of the important milestone dates. Examine these dates carefully and plan accordingly.

	<b>DATE</b>	<b>EVENT</b>
1	Monday, August 8, 2018	Request for Proposals (RFP) issue date
2	Wednesday, August 15, 2018	Deadline to submit Questions
3	Monday, August 28, 2018	Proposal due date
4	Monday, September 12, 2018	Evaluation of proposals completed
5	Tuesday, September 18, 2018 and/or Wednesday September 19, 2018	Interviews (if requested by Moreno Valley)
6	Monday, September 24, 2018	Selection of Provider & contract preparation
7	Tuesday, October 16, 2018	Contract Award(s) (tentative)
8	Wednesday, October 17, 2018	Start of Service (tentative)

**Overview and Background**

**I. Overview of Requirements**

- A. The Community Development Department, Planning Division, in partnership with the Family Service Association, the Moreno Valley Hispanic Chamber of Commerce, and the Riverside University Health System – Public Health, was awarded a Strategic Growth Council's Transformative Climate Communities Planning Grant in the amount of \$93,960 to create an outreach toolkit, *Engage Moval* that can be used to engage residents of disadvantaged communities in the City. The City of Moreno Valley (City) has wishes to find methods of meaningful engagement with residents on issues such as climate change and environmental justice. As evidenced across the state in recent years, the effects of climate change, traffic congestion, toxic waste, and air pollution, are becoming more severe and tend to have disproportionate impacts on disadvantaged communities. The need for education, input, and, ultimately, resiliency becomes more critical each day.

\*Expanded in Section II, Background and Current Needs Information below\*

- B. The City requires the following services to help meet the aforementioned need: To create an outreach toolbox, *Engage Moval*, targeted toward disadvantaged communities as detailed in the Scope of Services section below.
- C. These services will require formulation and organization of goals, extensive public outreach, data collection and analysis, and coordination of interagency meetings and public participation events to guide an effective outreach toolkit effort.

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- D. These services will be used to help the City understand which outreach tools are most effective in receiving productive feedback from disadvantaged residents. The City also seeks to apply for future Implementation Grants from the Strategic Growth Council and utilize the toolbox for various City projects and public outreach opportunities.
- E. Therefore, City requires the services of a well-qualified, professional services provider (Provider) to accomplish the following: 1) conduct project kick-off; 2) prepare logistics; 3) perform community assessment, outreach, and engagement; 4) review engagement to develop a draft and final toolbox; and 5) create presentations and reports for appropriate commissions as detailed in the Scope of Services section below. The Provider will work with City staff and its grant partners.
- F. City is seeking to establish an agreement with a selected Consultant who will complete an outreach toolbox, *Engage Moval*, by October 3, 2019.

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**Proposal Procedures, Content, Format, Criteria, and Award**

**I. General**

- A. **Proposal Format:** A proposer must follow the instructions for preparing the proposal in the prescribed format. Section tabs must be utilized in the proposal following the same order of the RFP.
- B. **General Terms and Conditions:** Except as otherwise indicated herein, City's General Terms and Conditions govern rules and definitions of this RFP.
- C. **Right to Reject Proposals:** Moreno Valley reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items.
- D. **Execution of Agreement:** If a Proposer is not able to execute an agreement within 10 days after being notified of selection, Moreno Valley reserves the right to select the next most qualified proposer or call for new proposals, whichever the City deems most appropriate. (Sample template of agreement is attached).
- E. **Incorporation of RFP/Proposal:** This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful proposal will become binding contractual obligations and will be incorporated by reference in any agreement between Moreno Valley and Proposer.
- F. **Authorized Signatories:** Company personnel signing the cover letter of the proposal, or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.
- G. **Validity of Proposals:** Proposed services and related pricing contained in the proposal must be valid for a period of 180 days after the due date.

**II. Proposal Content and Format**

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

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

**A. Section 1: Copies of Submittals**

- 1. One copy of the proposal in PDF file format must be submitted by the deadline shown in this RFP. The proposal must not exceed 15 pages, not including personal biographies of Providers and previous project involvements

**B. Section 1: Letter of Introduction**

- 1. Letter is properly executed by individual/firm.
- 2. Individual/Firm(s) demonstrates why it believes it is qualified to provide the services described in this RFP.

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3. Key roles, specialized positions and any applicable team, primary Provider or lead joint venture partner (if applicable), are clearly identified and defended.
4. The name and resume of the individual designated as Project Manager is required. Project Manager Role needs to be clearly identified and defended.

**C. Section 2: Firm Information**

1. Outlines the number of years the firm(s) has been in business and location of principal office that will be responsible for the implementation of this contract.
2. An organizational chart of team members (be sure to note designated "Key" members and Project Manager) showing the responsibilities of the different team members and who will be responsible for general project management. Any substitution of Key personnel during the project shall require the prior approval of the City and submittal of the above information for the proposed new team members for City review.
3. Clearly identifies company and individual team members' experience and qualifications in providing similar outreach services. Includes resumes for each team member and recent and pertinent references, contact names, telephone numbers and addresses.
4. Identifies and supports qualifications of key and specialized positions including Project Manager and others as appropriate and recommended, and provides sample of work where appropriate.
5. Provides a statement demonstrating individual/firm's or team's ability to accomplish the Scope of Services in a thorough and timely manner to meet the needs of the City. Specifically, cites recent and relevant experience in completing similar projects on time and within budget. Summarizes the approach, activities and timeline that best reflect the firm's philosophy and technical capabilities.

**D. Section 3: Provider's Approach to Delivery of the Scope of Services**

1. Demonstrates an understanding of and consistency with the City's Scope of Services with Tasks and Approach described and the relevant issues which are to be addressed in the preparation of the outreach toolkit. This would include, but not be limited to, issues related to environmental justice and disadvantaged communities as well as development and conduct of public outreach strategies.
2. Clearly reflects a thorough understanding and presentation of the City's values, vision, and customer care standards (Attachment G).
3. Clearly exhibits how an individual/firm will coordinate with the City to reach the most disadvantaged residents. Demonstrates an understanding of the City's demographics and how to communicate with these communities. Spanish translation is required.

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4. Clearly demonstrates an aptitude for creativity, innovation, and problem solving. Assess how all or most of the interests will be met within the budget and target schedule.

**E. Section 4: Proposed Schedule**

1. An estimated time schedule of actions with a fixed completion date of no later than October 3, 2019. Each action item must identify the applicable product/document, the responsible parties, and the time frame for completion. Provider's submittal must show creativity, innovation, and problem solving to assess and demonstrate how all interests will be met within the target schedule.

**F. Section 5: Resource Allocation Matrix**

1. Provides a detailed resource allocation matrix and budget showing total fees necessary for the work provided, costs per each discrete task shown in the scope of services, plus the cost of any reimbursable items or other estimated direct costs.
2. The costs shall be in an Excel spreadsheet or similar format to permit each line item's cost to be identified.
3. Includes in a suitable format a listing of labor hours, hourly rates for service, the allocation of hours assigned for each major work task and the personnel assigned to accomplish each task.
4. The proposer shall provide a separate cost proposal electronic file for their technical proposal.
5. Inclusion of a line item for unexpected fees that fall into the not-to-exceed fee is allowable.

**G. Section 6: Response Template**

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

**H. Section 7: Work Samples**

1. Samples of work, queries, reports, and forms as applicable\*\*
2. Sample of ongoing support and services agreements\*\*

\*\* Note that these documents will not be returned to proposer.

**I. Inadequate Content**

1. Do not submit extraneous marketing or promotional information.

**J. Proposal Format**

1. Electronic only: searchable document



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

**Proposer Qualifications, Evaluation Criteria, and Award Process**

**I. Proposer Qualifications**

The intent of this RFP is to evaluate the proposals, determine the Proposers that are in the competitive range, and select Proposers that will provide the most cost-effective and professional services for the City.

**A. Minimum Qualifications:**

1. Have at least three years of experience conducting the specific type of services required herein or have experience with at least three other clients performing like services as described herein or have performed satisfactory work for the City within the past three years.
2. Be capable of providing the required services beginning October 3, 2018 (estimated) and ending on a fixed completion date of October 3, 2019.
3. Have the necessary resources, knowledge, skills, experience, and the like to provide the required services.
4. Have financial stability and the necessary financial resources to provide the required services.
5. Demonstrate the requisite technical proficiency to create an outreach toolbox targeted toward disadvantaged communities.

**II. Evaluation Criteria**

**A. Minimum Qualifications, Competitive Range, and Award Consideration**

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

1. City will review the Proposers Qualifications to determine if the Proposer meets or betters the minimum requirements as detailed above.
2. Only Proposers that meet or better the minimum requirements will have their Proposals reviewed for consideration.
3. Only Proposers that are deemed in the competitive range will be considered for presentation, interview, and Best and Final Offer (BAFO) if so requested by City.
4. Only the best-qualified Proposer will be considered for final negotiations of Scope of Services, contract, and award recommendation.

**B. Evaluation Criteria**

1. In accordance with the City Procurement Policy and Chapter 3.12 of the City's Municipal Code objective of selecting the most qualified Provider at a fair and reasonable cost, a Review Board, composed of appropriate staff representatives and/or qualified outside representatives, will review the proposals received and select the most qualified firms for interviews.



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The Review Board shall rank the proposers based upon the following criteria:

- a) Letter of Introduction (5 Points)
- b) Firm Information and Qualifications (30 Points)
- c) Provider's Approach to Delivery of the Scope of Services (50 Points)
- d) Resource Allocation Matrix (15 Points)

**C. Fee/Price Evaluation**

- 1. Reasonableness of any BAFO requests.
- 2. Final negotiations.

**III. Award**

- A. After conclusion of the above Evaluations, a Notification of Intent to Award may be sent to any Proposer selected. City may make multiple awards.
- B. Award is contingent upon the successful negotiation of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next best qualified Proposer or withdraw the RFP. In the event the City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of the City.
- C. The term of the contract is for a fixed completion date of no later than October 3, 2019.

**Special Terms and Conditions**

**I. Audit Requirements**

- A. City reserves the right to periodically inspect and audit Provider's accounting procedures and supporting documentation in conjunction with the performance of the required services.
- B. City will notify Provider in writing of any such requested audit.
- C. City will inspect and audit in a reasonable manner and at City's expense.
- D. Provider must fully cooperate with any such audit(s).
- E. City will notify Provider in writing of any exception taken as a result of an audit.
- F. If an audit, in accordance with this article, discloses overcharges (of any nature) by Provider to City of the value of that portion of the Agreement that was audited, the actual cost of City's audit must be reimbursed to the City by the Provider.

**II. Termination**

- A. City has the right to terminate or cancel the Agreement upon a 10-day written notice, and pay Provider for the value of the actual work satisfactorily performed to the date of termination.
- B. These rights are in addition to any other rights that City may have available.

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## Exhibit A: Scope of Services

### I. General

- A. The Contractor shall create an outreach toolbox, *Engage Moval*, targeted toward disadvantaged communities. The outcome of these services will be used to promote safe, healthy, sustainable, and vibrant neighborhoods by elevating the discussion in disadvantaged communities regarding how involvement in planning processes can help accomplish City goals for its residents. It will strive for minimal environmental impacts through engagement of community input on transportation and other infrastructure changes. Additionally, the toolbox will begin to educate and strengthen the communities' resiliency to the impacts of climate change, traffic congestion, toxic waste, and air pollution.

### II. Specific Tasks

#### Task 1: Project Kick-Off and Logistics

- A. **Project Team Kick Off** - The Provider will conduct a kickoff meeting with City staff and grant partners to discuss and confirm project schedule, deliverables, and project expectations that include: invoicing; progress reports; and other relevant project information. The Provider will schedule Provider team conference call meetings every four weeks between City staff and the Provider to maintain good

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communication throughout the project on upcoming tasks, and to make sure the project remains on schedule and within budget.

Provider will review relevant and available documents prior to the kick-off meeting. These documents include, but are not limited to: resource documents on the Strategic Growth Council; the City's General Plan (2006); and the Moreno Valley Municipal Code. At the conclusion of the kick-off meeting, Provider will prepare a project team contact list, meeting minutes, a refined schedule, and a list of any additional documents needed from the City.

Deliverables:

1. Official Project Schedule, with milestones and dates identified
2. Monthly Progress Reports
3. Monthly Invoices
4. Monthly or as needed for staff/ Provider meetings

**B. Establishment of Activities** - The Provider will finalize the list of activities to be completed under each Task, subject to City staff review and approval.

Deliverables:

1. Finalized List of Activities

**C. Website Development** - The Provider will produce a website for *Engage Moval*, that complements and integrates well with the existing Community Development website (<http://www.moval.org/cdd/>), and features information on project efforts. These web pages will provide the public, at minimum, with background on the project, updates on town halls and community workshops, and summaries of results and best practices.

Deliverables:

1. Web pages (will be linked to the City's Community Development website, <http://www.moval.org/cdd/>)

**D. Establish Toolbox Expectations** - The Provider will provide an outline for the outreach toolbox and include detailed expectations from applicable parties (Provider, the City, grant partners, etc.). These expectations must adhere to the schedule and budget approved by City staff.

Deliverables:

1. Toolkit Outline

**E. Development of Engagement Materials** – The Provider will produce all outreach and engagement materials for dissemination. These materials may be used for, but are not limited to: focus group testings; town halls; community workshops; and targeted tabling sessions.

Deliverables:

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1. Handouts
2. Flyers
3. Sign in Sheets

Task 2: Disadvantaged Community Assessment, Outreach, and Engagement

**A. Assessment of Disadvantaged Communities (DAC) Data and Characteristics –**

The Provider will coordinate with City's GIS Division and become familiar with CalEnviroScreen 3.0 to collect accurate maps on disadvantaged communities in the City. Within each identified disadvantaged community, the Provider will conduct research and document the demographic data of the City's disadvantaged residents. Data should include, at minimum, information on disadvantaged residents such as number of households, household incomes, employment metrics, ethnic composition, and health outcomes. Data must be setup to monitor and track trends and changes over time.

Deliverables:

1. DAC Data and Characteristic Findings

**B. Door-to-Door Canvassing** - The Provider will conduct door-to-door surveys to gather what City residents want improved in the City. Canvassing will take place in the disadvantaged neighborhoods indicated in the DAC Data and Characteristic Findings. The Provider will need to maintain documentation of the number of residents visited and amount of feedback received.

Deliverables:

1. Documented Feedback from Disadvantaged Neighborhoods

**C. Focus Group Testing** - The Provider will prepare for and conduct 2 Focus Group Tests. The Provider will provide handouts, presentations, and other materials, subject to City staff review and approval.

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Deliverables:

1. Sign-In Sheets
2. Documented Feedback from Focus Groups
3. Meeting Notes

**D. Town Hall and Community Workshops** - The Provider will prepare for and conduct 1 Town Hall and 3 Community Workshops. The Provider will provide handouts, presentations and other materials, subject to City staff review and approval.

Deliverables:

1. Sign-In Sheets
2. Meeting Notes

**E. Targeted Tabling Sessions** – The Provider, in conjunction with appropriate grant partners, will conduct targeted tabling sessions at school meetings, the Hispanic Chamber of Commerce, and City Health-focused Events. The Provider will provide information on *Engage Moval* and arrange for handouts and flyers subject to City staff approval. The Provider will maintain documentation of the number of attendees spoken to during the events amount of feedback received.

Deliverables:

1. Sign-In Sheets
2. Documented Feedback from attendees

**F. Social Media Outreach** – Per City recommendations, the Provider will produce and manage appropriate social media platforms to promote *Engage Moval*. Social media accounts do not need to be maintained after the project deadline but the Provider will need to maintain documentation of social media posts, feedback, and statistics.

Deliverables:

1. Social Media Posts, Feedback, and Statistics

Task 3: Review Engagement and Develop Draft Toolbox

**A. Compile Results of Outreach and Engagement** – The Provider will compile all results from Task 2 into an easy-to-read matrix for City staff use.

Deliverables:

1. Compiled Packet of Outreach and Engagement Results

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- B. Review and Assess Results of Outreach and Engagement** – The Provider will analyze the matrix from Task 3A and produce a summary of results and best practices. The summary of results and best practices must demonstrate and rank which engagement tools are considered the most productive or unproductive.

Deliverables:

1. Summary of Results and Best Practices

- C. Develop Draft Toolbox** – Utilizing the matrix and summary of results and best practices compiled in Subtask 3A and 3B, the Provider will prepare the Draft Outreach Toolbox. The Draft Outreach Toolbox will outline the entire process and findings of *Engage Moval* and present the most successful outreach strategies of the program. The Provider will create a resourceful toolkit that can be used within different departments in the City.

Deliverables:

1. Draft Outreach Toolkit

- D. Town Hall** – The Provider will host 1 Town Hall to present the draft toolkit and outreach results to the City's residents.

Deliverables:

1. Feedback Notes

Task 4: Presentation of Results and Final Toolbox

**A. Presentation of Outreach Toolbox**

- i. Development of presentations for City Council, Planning Commission, and other appropriate Commissions – The Provider will produce an *Engage Moval* presentation to be presented at City Council, Planning Commission, and other pertinent commission meetings as directed by the City. This presentation will include a summary of engagement results and an overview of the Draft Outreach Toolbox.
- ii. Present Summary of Activities and Draft Toolbox to City Council, Planning Commission, and other appropriate Commissions – The Provider will present the summary of engagement results and overview of the Draft Outreach Toolbox from Task 4.1 to the City Council, Planning Commission, and other appropriate commissions as directed by the City.

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Deliverables:

1. Outreach Toolbox Presentation
2. Meeting Notes

**B. Incorporate Feedback in Draft Toolbox** – Feedback received from the Town Hall in Task 3D and from City Council/Commission Meetings in Task 4A will be incorporated to produce the Final Outreach Toolbox.

Deliverables:

1. Feedback Notes

**C. Develop Final Toolbox** – The Provider will develop the Final Outreach Toolbox utilizing feedback received from Tasks 3D and 4B, as well as any changes requested by City staff, Planning Commission, City Council, and grant partners. The Final Draft of the Toolbox shall include a compilation of all key deliverables as indicated by City staff.

Deliverables:

1. Final Outreach Toolbox, including one (1) high-resolution, electronic copy of all the documents; one (1) low-resolution, electronic copy of all the above in suitable format and size for posting on the City's website; three (3) bound hard copies; and one (1) unbound hard copy.

**D. Develop and Submit Final Report and Toolbox to the Strategic Growth Council (SGC)** – The Provider will produce and submit a final report and the Final Outreach Toolbox to the Strategic Growth Council. The format of the report will be up to the discretion of the SGC but as agreed to by the Proposer in consultation with the City.

Deliverables:

1. Final Report to the SGC

End of Scope of Services

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**Exhibit B: Fee Payment**

- This work is to be performed for a “Not-to-Exceed” fee.
- The proposer shall provide a separate electronic file for their technical proposal and cost proposal.
- The Provider shall provide a “Payment Schedule” indicating the fee for individual tasks and a “Not-to-Exceed” fee which shall be the sum of all tasks.
- Tasks shall include, but not be limited to, all Professional Provider Services necessary to complete the work covered by this Proposal.
- Provider shall be responsible for submitting monthly reimbursement invoices

The City will pay the Provider for work completed based on a monthly basis that has been broken down into key deliverables completed and accepted by the City. The key deliverables are as follows:

End of October:

- Summary Progress Report
- Kick-off Meeting
- Finalized List of Activities

End of November:

- Summary Progress Report
- Draft Toolbox Expectations/Outline
- Marketing Materials
- \*Website Development

End of December:

- Summary Progress Report
- \*Website Development
- Disadvantaged Community Data and Characteristic Findings
- \*Documented Feedback from attendees of various meetings/city events

End of January:

- Summary Progress Report
- \*Documented Feedback from attendees of various meetings/city events
- Social Media Development

End of February:

- Summary Progress Report
- \*Documented Feedback from attendees of various meetings/city events
- \*Documented Feedback from Focus Groups
- \*Documented Feedback from Disadvantaged Neighborhoods Canvassed
- Social Media Development



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End of March:

- Summary Progress Report
- \*Documented Feedback from Focus Groups
- Documented Feedback from Disadvantaged Neighborhoods Canvassed
- Sign-in sheets and meeting notes from Community Workshops and Town Hall
- Social Media Posts, Feedback, and Statistics

End of April:

- Summary Progress Report
- \*Documented Feedback from Disadvantaged Neighborhoods Canvassed
- \*Documented Feedback from Focus Groups
- \*Sign-in sheets and meeting notes from Community Workshops and Town Hall

End of May:

- Summary Progress Report
- \*Sign-in sheets and meeting notes from Community Workshops and Town Hall
- Compiled Packet of Outreach and Engagement Results

End of June:

- Summary Progress Report
- Summary of Results and Best Practices

End of July:

- Summary Progress Report
- Draft Toolbox Document
- Feedback Notes from Town Hall
- Outreach Toolbox Presentation

End of August:

- Summary Progress Report
- Feedback Notes from City Council Meeting
- Summary of Feedback

End of September:

- Summary Progress Report
- Final Toolbox Document
- Strategic Growth Council Report

\*The final metrics of these deliverables will be confirmed at the Project kick-off meeting to be tentatively scheduled for October 2018.

- The City shall make sole and final determination if a deliverable/milestone as described above is complete and acceptable for payment.
- Invoices will specifically identify job title, person-hours, and costs incurred by each task.
- Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery are to be included in the "Not-to-Exceed" fee.
- All tasks including labor and reimbursable costs such as printing, postage, and delivery shall have supporting documentation presented at the time payment is requested.
- The City will pay the Provider for all acceptable services rendered in accordance with the executed "Agreement for Professional Provider Services" (Attachment F).

- When the Provider is performing, or is requested to perform, work beyond the scope of service in the “Agreement for Professional Consultant Services,” (Attachment F) an “Amendment to the Agreement” will be executed between the City and Consultant.

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- The Provider shall receive no compensation for any re-work necessary as result of the Provider's errors or oversight.

**(CONTINUED ON NEXT PAGE)**

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Attachment A: Required Response Template

(Bidder's Company Name)

Instructions:

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

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

Please provide the following information about your company:

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

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**II. Resources: Staffing, Facilities, Equipment**

Provide the following information relative to required services:

- A. Names and titles of key management personnel.
- B. Team to be assigned for these services.
- C. Qualifications of specific individuals who will work on the project.
- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.
- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.
- F. Current number of employees: full-time and part-time employees.
- G. Annual turnover rate of staff.
- H. Names of any subcontractor's you propose to use for our contract. Provide only names here; fill in the details on City-provided Subcontractors List.
- I. Facilities that would be utilized to perform the required work.
- J. Equipment that would be utilized to perform the required work.

**III. Required Services: Meeting or Bettering these Requirements**

Provide the following information relative to required services:

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

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

**IV. Demonstrated and Technical Experience**

Please describe your company's:

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

**V. Work Plan:**

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

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

**Submitted by:**

Company Name | | \_\_\_\_\_

Contact Name | | \_\_\_\_\_

Title | | \_\_\_\_\_

Signature | | \_\_\_\_\_

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Email \_\_\_\_\_

Phone \_\_\_\_\_

Date \_\_\_\_\_

**Attachment B: Special Provisions**

All items below apply to this bid proposal:

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

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

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

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

Certified to above - FIRM: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

\_\_\_\_\_ No exceptions taken

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- Exception taken to the scope of work or specifications
- Exception taken to indemnification and insurance requirements
- Exception to proposed contract language
- Other

Please explain any of the checked items:

---



---



---

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

PROPOSING FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

SIGNATURE OF REPRESENTATIVE: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

_____	_____
_____	_____
_____	_____
_____	_____

(CONTINUED ON NEXT PAGE)



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**Attachment C: Client References**

(Bidder's Company Name)

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

Duplicate this form as necessary to complete list.

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Attachment D: Non-Collusion Affidavit

Note: To be executed by Proposer and submitted with proposal.

State of \_\_\_\_\_ (the State of the place of business)

County of \_\_\_\_\_ (the County of the place of business)

\_\_\_\_\_, being first duly sworn, deposes and (name of the person signing this form)

says that he/she is \_\_\_\_\_ of (title of the person signing this form)

\_\_\_\_\_, the party making the foregoing bid (name of bidding company)

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

By: \_\_\_\_\_ (signature)

Printed Name: \_\_\_\_\_ (name of the person signing this form)

Title: \_\_\_\_\_ (title of the person signing this form)

Notary is required for this bid.

RFP # 2018-021 Professional Services to Prepare an Outreach Toolbox for  
Disadvantaged Communities: Engage Moval

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### General Terms & Conditions for Proposals

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of all the terms and conditions set forth in the RFP, unless otherwise expressly stated in the proposal.

1. Inclusion of Proposal - The proposal submitted in response to this RFP will be included as part of the final contract with the selected Provider team.
2. Accountability - The Provider team will be required to submit monthly status reports covering such items as the progress of work, milestones achieved, resources expended, problems encountered, and corrective action taken.
3. Project Status Meetings - The Provider Project Manager shall attend project status meetings twice a month, or as otherwise determined necessary by the City, during the course of the project.
4. Insurance - The Provider team shall not start work until all required insurance documentation is submitted and approved by the City. The primary Provider shall be responsible for submitting insurance documentation for all sub-contractors.
5. Acceptance and Payment Terms - Payments for the work performed shall be based on a quarterly basis as indicated under the Fee Payment Schedule.
6. Costs - All costs shall be stated as "not to exceed" amounts. The costs must be detailed specifically in the cost summary section of the proposal and include billing rates for personnel, printing, attendance at a public meeting, and any other cost anticipated. No additional charges for items such as transportation, out-of-pocket expenses, etc. will be paid unless these are specifically included in the proposal and approved by the City.

The cost information should be written so that it may be incorporated, as modified during the contract negotiation meetings, as an attachment to the agreement.

Prior to the award of any work, the City and the selected Provider team shall enter into a written contract. The City will negotiate the contract with the preferred Provider based upon the firm's proposal. The contract will be presented to the City Council for approval. If the City and the prospective Provider team fail to reach a contractual agreement, the City may negotiate with any other top-selected Provider team.

**A sample copy of the City's Agreement for Professional Consultant Services is attached (Attachment "F").** The Provider proposal, this RFP, and all subsequent modifications to either document will be included as appendices to the contract. The Provider must identify and explain any proposed changes or exceptions to the language and content of the Agreement in the response submitted. If no changes or exceptions are noted by the Provider, then the Provider agrees to be bound by, and thereby represents its ability to satisfy all terms of the Agreement, if selected.

#### Additional Attachments:

Attachment E – Engage Moval Schedule

Attachment F – Sample of the City's Agreement for Professional Consultant Services

Attachment G – City of Moreno Valley Customer Care Standards

**-- End of General Terms and Conditions --**

**ENGAGE MoVal: Outreach Toolbox for Disadvantaged Communities**

**TIMELINE**

Tasks	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19
<b>Task 1: Project Kick-Off and Logistics</b>													
Project Team Kick-Off*	█	█											
Establishment of Activities and Timelines	█	█											
Website Development	█	█	█										
Establish Toolbox Expectations			█	█									
Engagement Materials Development			█	█									
<b>Task 2: Disadvantaged Community Assessment, Outreach, and Engagement</b>													
Assessment of DAC Data and Characteristics					█	█							
Door-to-Door Canvassing							█	█	█				
Focus Group Testings						█	█	█	█				
Town Hall and Community Workshops							█	█	█				
Targeted Tabling Sessions at School Meetings, Chamber of Commerce, Health, and City Events					█	█	█						
Social Media Outreach						█	█	█	█				
<b>Task 3: Review Engagement and Develop Draft Toolbox</b>													
Review and Assess Results of Outreach and Engagement								█	█				
Compile Results of Outreach and Engagement								█	█				
Project Team Development of Engagement Best Practices									█	█			
Develop Draft Toolbox									█	█			
Town Hall to Present Draft Findings and Results											█	█	
<b>Task 4: Presentation of Results and Final Toolbox</b>													
Development of Presentation and Staff Report for City Council, Planning Commission, and other appropriate Commissions											█	█	
Present Summary of Activities and Draft Toolbox to City Council, Planning Commission, other appropriate Commissions, and pertinent stakeholders													█
Incorporate Feedback in Draft Toolbox													█
Develop Final Toolbox													█
Develop and Submit Final Report and Toolbox to Strategic Growth Council													█

\*Invoicing requirements and discussions of activities/timelines will be established during project team kick-off

Attachment: RFP\_#2018-021R Outreach Toolbox Addendum No 1 (3262 : ACCEPTANCE OF THE

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
OUTREACH TOOLBOX FOR DISADVANTAGED COMMUNITIES: ENGAGE MOVAL**

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

**RECITALS**

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

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

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

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

WHERE AS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

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

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO.**

**DESCRIPTION OF PROJECT**

1. The Project is described as development of an outreach toolbox targeted toward disadvantaged communities. The City of Moreno Valley is seeking proposals from qualified firms or individuals interested in contracting with the City to create a draft outreach toolbox, conduct research, conduct public outreach, and deliver a final outreach toolkit that can be utilized within different Departments in the City to engage residents.

**SCOPE OF SERVICES**

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

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

**PAYMENT TERMS**

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

**TIME FOR PERFORMANCE**

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

6. The Consultant shall perform the work described in the attached Request for Proposal as documented in **Exhibit "A"** attached here to and incorporated herein by this reference which includes the project schedule

**AGREEMENT FOR PROFESSIONAL  
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PROJECT NO.**

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

8. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a sub-consultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

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

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

**SPECIAL PROVISIONS**

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

11. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services

shall be the responsibility of the Consultant. Any and all subconsultants employed by the 3

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO.**

Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any sub-consultant for services rendered on the Project.

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

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

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

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the 4



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CONSULTANT SERVICES  
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negligent acts of the City, the Housing Authority and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents, or employees.

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

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

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

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



**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO.**

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

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

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

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

16. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, 7

**AGREEMENT FOR PROFESSIONAL  
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creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

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

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

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

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

19. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of

termination for all non-objected to services performed by the Consultant in accordance 8

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herewith through the date of termination. Such termination may be effective immediately.

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

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

21. City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as 9

**AGREEMENT FOR PROFESSIONAL  
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PROJECT NO.**

may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

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

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

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

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

**SIGNATURE PAGE FOLLOWS**

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

City of Moreno Valley

Contractor/Consultant Name

BY: \_\_\_\_\_  
Thomas M. DeSantis, City Manager  
SAMPLE

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
(President or Vice President)

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

<b><u>INTERNAL USE ONLY</u></b>
ATTEST:
_____ City Clerk
APPROVED TO LEG FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head <i>(if contract exceeds 15,000)</i>
_____ Date

Attachment: RFP\_#2018-021R Outreach Toolbox Addendum No 1 (3262 : ACCEPTANCE OF THE TRANSFORMATIVE CLIMATE COMMUNITIES

**EXHIBIT A**

**SEE CITY'S REQUEST FOR PROPOSAL**



**EXHIBIT B**

**SEE CONSULTANT'S PROPOSAL**

**EXHIBIT C**  
**CITY - SERVICES TO BE PROVIDED**  
**TO CONSULTANT**

1. *Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.*
2. *Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.*
3. *Provide a primary City staff liaison for contact and review purposes*
4. *Carry out all other staff related items as provided in the Request for Proposal (Exhibit)*

**EXHIBIT D**

## TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$\_\_\_\_\_.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/city\\_hall/departments/fin-man-serv/b-license.shtml](http://www.moval.org/city_hall/departments/fin-man-serv/b-license.shtml)
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)  
Accounts Payable questions can be directed to (951) 413-3073.  
Copies of invoices may be submitted to the Community Development Department at [planning@moval.org](mailto:planning@moval.org) or calls directed to (951) 413-3206.
5. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization

form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

[http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)

6. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
  
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

# MORENO VALLEY

## SERVICE THAT SOARS

### *Customer Care Standards*



***In Moreno Valley, we provide exceptional customer care by...***

***Providing same day response*** Resolving an issue or completing a request is seldom accomplished in just a day, but striving to acknowledge the request the day it is received provides “same day response” and exemplary service.

***Knowing first impressions matter*** Our professionalism is judged based on appearance, attitude, manners, knowledge, and abilities. It is a package; we risk making a bad impression if we fail on even one count.

***Ensuring a positive experience*** A negative attitude affects service quality and morale. We resolve to stay positive because we know our approach dramatically affects our customers’ and coworkers’ experience.

***Asking and listening*** We never assume to know what our customers need. Good questions evoke good answers, but only if we listen. Resolving to not interrupt, we exercise patience and we pay attention.

***Connecting*** We make eye contact, smile, and acknowledge every customer. When speaking to a customer, we address them by name using formal address (e.g, Mr. or Ms.), and let them decide if we’re on a first name basis.

***Respecting our customers’ concerns*** To some, government can seem like a complex bureaucracy. We put a human face on the customer’s dealings with our City. We work to put our customers at ease and to earn their trust.

***Treating customers like they have a choice*** Customers of government agencies often do not choose to do business with us, they have to. We meet this challenge by providing exceptional service.

***Remembering who we work for*** It may not always be possible to say “yes” but our customers and co-workers must know that we have done our best to help them accomplish their goal.

***Knowing our business*** To provide accurate information, we must know our jobs and have a thorough understanding of agency processes. Providing accurate information is critical; to do so, we work with staff, consult supervisors, conduct research, and keep up-to-date with industry best practices.

***Understanding the difference between fast and efficient service*** We use knowledge, skills, and resources to respect our customers’ time, but we never rush – it is impolite and it dramatically impacts the relationship and the outcome.

***Questioning the status quo*** We do not do things the same old way just because that is “how we’ve always done it.” We were hired to use our experience and skills to improve public service – and we take the process improvement challenge to heart.

***Keeping our word*** We manage expectations by setting reasonable goals. Giving careful thought to timelines, we always remember that our word is our bond as we promote honesty, responsibility, and accountability.

***Treating customers like people, not footballs*** Customers notice how many interactions are required to get the answer they need. If we need to hand off a customer, it should be to the right person, and that person should be provided with the pertinent facts to ensure a seamless transition.

***Seeing the big picture*** Identifying improvement opportunities throughout the organization requires a field of vision that expands beyond one’s workstation. “That’s not my job” is not part of our vocabulary. We engage, participate, and contribute.

***Encouraging feedback*** Comments, suggestions, and criticism help us measure our success and promote improvement. We demonstrate commitment to our customers by asking how we can do better.

***Saying “Thank you”*** Technical knowledge simply isn’t enough; our careers and livelihood depend on our success in providing exceptional customer care. At every opportunity, we show sincere care, compassion, gratitude and appreciation. We go above and beyond to provide “service that soars.”

**ENGAGE MoVal: Outreach Toolbox for Disadvantaged Communities**

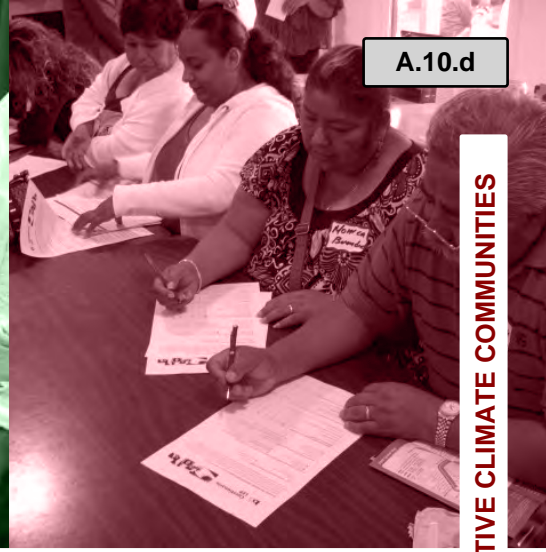
**TIMELINE**

Tasks	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19
<b>Task 1: Project Kick-Off and Logistics</b>													
Project Team Kick-Off*													
Establishment of Activities and Timelines													
Website Development													
Establish Toolbox Expectations													
Engagement Materials Development													
<b>Task 2: Disadvantaged Community Assessment, Outreach, and Engagement</b>													
Assessment of DAC Data and Characteristics													
Door-to-Door Canvassing													
Focus Group Testings													
Town Hall and Community Workshops													
Targeted Tabling Sessions at School Meetings, Chamber of Commerce, Health, and City Events													
Social Media Outreach													
<b>Task 3: Review Engagement and Develop Draft Toolbox</b>													
Review and Assess Results of Outreach and Engagement													
Compile Results of Outreach and Engagement													
Project Team Development of Engagement Best Practices													
Develop Draft Toolbox													
Town Hall to Present Draft Findings and Results													
<b>Task 4: Presentation of Results and Final Toolbox</b>													
Development of Presentation and Staff Report for City Council, Planning Commission, and other appropriate Commissions													
Present Summary of Activities and Draft Toolbox to City Council, Planning Commission, other appropriate Commissions, and pertinent stakeholders													
Incorporate Feedback in Draft Toolbox													
Develop Final Toolbox													
Develop and Submit Final Report and Toolbox to Strategic Growth Council													

\*Invoicing requirements and discussions of activities/timelines will be established during project team kick-off

Attachment: RFP\_#2018-021R Outreach Toolbox Addendum No 1 (3262 : ACCEPTANCE OF THE





A.10.d

Attachment: MIG\_City of Moreno Valley Engage Moval Proposal (3262 : ACCEPTANCE OF THE TRANSFORMATIVE CLIMATE COMMUNITIES

Attachment "4"

CITY OF MORENO VALLEY

# Outreach Toolbox for Disadvantaged Communities: *Engage Moval*

PROFESSIONAL SERVICES



August 28, 2018 | RFP #2018-021R



800 Hearst Avenue  
Berkeley, CA 94710  
(510) 845-7549 | [www.migcom.com](http://www.migcom.com)





Attachment: MIG\_City of Moreno Valley\_Engage Moval Proposal (3262 : ACCEPTANCE OF THE TRANSFORMATIVE CLIMATE COMMUNITIES





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BERKELEY, FULLERTON,  
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SAN DIEGO AND SAN JOSE

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DENVER

**OREGON**

EUGENE AND PORTLAND

**TEXAS**

SAN ANTONIO

**WASHINGTON**

SEATTLE

August 27, 2018

City of Moreno Valley  
14177 Frederick Street  
PO Box 88005  
Moreno Valley, CA 92552

*Re: RFP #2018-021R: Professional Services to Prepare an Outreach Toolbox for Disadvantaged Communities: Engage Moval*

Dear Selection Committee Members:

*Engage Moval* represents an important and timely opportunity to deepen the City's understanding of how to successfully engage disadvantaged communities with regard to environmental justice, public health and climate change issues. **MIG, Inc.** is pleased to submit our qualifications to provide outreach and engagement services to the City of Moreno Valley to develop a creative and practical Outreach Toolbox for Disadvantaged Communities.

MIG brings a powerful combination of community understanding and professional expertise in involving stakeholders in projects that impact community health and the environment to this endeavor. We have great enthusiasm for this project, and more than 35 years of experience in and commitment to involving diverse voices and perspectives in creating healthy and thriving communities. Our experience engaging diverse stakeholders is extensive, and characterized by cultural humility, respect, and deep listening.

**Our team is ideally suited for this project.** We are excited about the prospect of drawing on our proven, in-depth expertise in community planning, dynamic process design, innovative community engagement, bilingual Spanish language facilitation, and strong consensus building skills to develop the *Engage Moval* Outreach Toolbox. We combine interactive techniques to design engagement activities that reflect local values and community priorities.

If selected, MIG will work as a full partner with the City of Moreno Valley and other grant partners to engage disadvantaged communities in authentic conversations focused on meaningful and productive outreach strategies that protect community health and promote community resiliency. Our work is tailored to your needs, flexible, and truly collaborative. MIG offers the following strengths:

- » **Demonstrated commitment to inclusive, multicultural and multigenerational engagement** — including people who are underrepresented due to language, cultural or geographic barriers.
- » **Robust experience engaging internal and external stakeholders**, including communities of color, limited English-proficient individuals, and low-income communities, through both traditional and innovative methods.
- » **Proven ability to design workshops, pop-up events and meetings** that are engaging, hands-on, and interactive.



- » **An award-winning communications and graphic design team** that creates distinct and compelling brands and project identities, and concise, culturally relevant and effective messaging.
- » **Strong, robust skills in clearly documenting the results** of stakeholder engagement activities to support informed decision-making.
- » **Expert facilitation and consensus-building** to bring groups together in collaborative work efforts. MIG has facilitated thousands of meetings and events with diverse constituents and partners.
- » **Qualitative and quantitative research and analysis skills** that support data-driven decision-making and continuous learning.
- » **Seasoned staff** who bring technical expertise and enthusiasm about this project and its goals.

We look forward to learning more about the specific opportunities to serve you. We've included our team resumes in the Appendix of the proposal and our Resource Allocation Matrix in Section 5. Our Resource Allocation Matrix including fees is provided as a separate file as noted in the RFP. As an MIG Principal, I have the authority to negotiate and contractually bind MIG with the City of Moreno Valley for this project. Please contact me at (626) 744-9872 or by email at [esmeraldag@migcom.com](mailto:esmeraldag@migcom.com) if you have questions or need additional information. I look forward to discussing this project with you.

Sincerely,

A handwritten signature in blue ink that reads "Esmeralda Garcia".

Esmeralda Garcia  
Principal/Director of Pasadena Operations

# Firm Introduction

## About MIG, Inc.

Since our founding in 1982, MIG, Inc. has helped our client plan, design and sustain places that support the environment and human development. MIG has involved diverse community members and stakeholders in complex, collaborative projects that foster healthy, inclusive communities. We work locally in the City of Moreno Valley, statewide, nationally, and internationally to help communities plan and improve health and the environment. Having been in business for 36 years, we employ a staff of more than 250 in our offices throughout California, as well as in Oregon, Washington, Colorado, and Texas.

The address of our principal office that will be responsible for the implementation of this contract is 800 Hearst Avenue, Berkeley, CA 94710.

MIG has over three decades of experience in engaging communities in projects that impact community health and the environment, including air quality programs; transportation planning efforts that address pedestrians, bicyclists, transit, automobiles and freight movement; environmental restoration; water quality; climate change; land use plans; and more. These change efforts manifest in community-supported plans, defensible decision-making, fiscal leveraging, and performance measurement to successfully measure outcomes.

With decades of experience designing communications and engagement strategies, MIG is uniquely positioned to work with the City staff and grant partners to develop and implement *Engage Moyal*—a tool that will be used to meaningfully engage with residents of disadvantaged communities in the City of Moreno Valley.



## Team Introduction and Organization

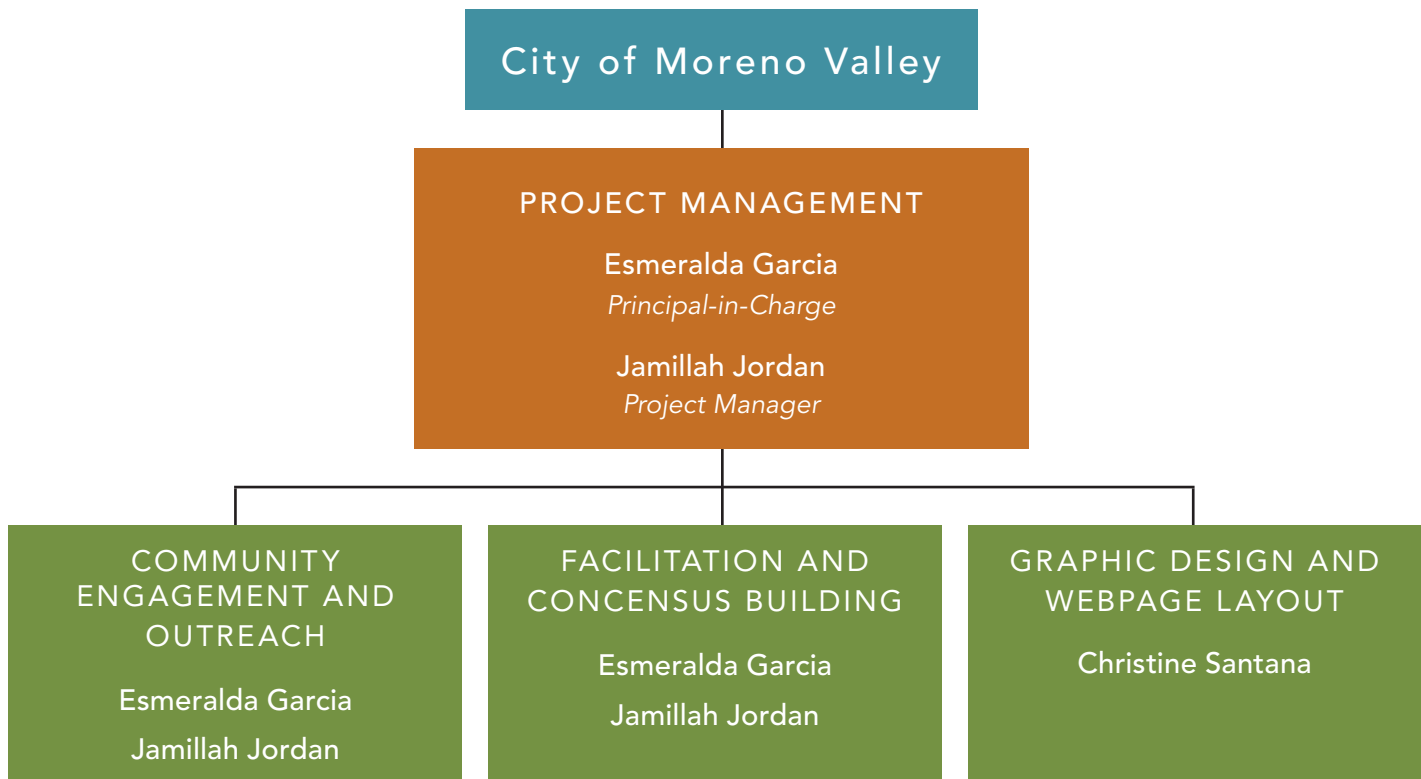
The MIG staff proposed for this important effort have worked, or are currently working on projects related to air quality, transportation, and human and environmental health. We understand the issues that will be addressed in *Engage Moval*.

Principal-in-Charge **Esmeralda Garcia** excels at building consensus and developing agency relationships and is a highly effective process manager. Esmeralda will provide support on plan development. In addition to guiding the direction for the plan, Esmeralda will ensure adequate resources are allocated to this project, provide quality control and ensure contractual requirements.

As Project Manager, **Jamillah Jordan** will be responsible for day-to-day project coordination and will be the primary client contact. She will ensure effective communication and that materials production occurs on time and on budget. She will serve as meeting facilitator and contribute to all documents and materials produced.

**Christine Santana**, Graphic Designer will bring her experience in design along with her and ability to translate materials to ensure an end product that reaches the entire community.

Resumes and samples of work may be found in the Appendix. References for our team may be found in Attachment C.



# Approach

## Project Understanding

Rich in culture and diversity, Moreno Valley boasts many assets including housing options for a range of incomes, good school districts, growing job centers and a positive quality of life for families and hardworking individuals. MIG is committed to designing an outreach process that prioritizes the three elements in Moreno Valley's motto – **People, Pride and Progress**. We are dedicated to ensuring maximum opportunities for people representing all interests within disadvantaged communities to interact with the planning process. This is especially critical for those who are often underrepresented because of income level, language or culture, and those unfamiliar with formal public involvement. This requires multiple avenues for input as well as sensitivity to diversity.

MIG brings a unique understanding of the interconnectedness of social equity, inclusion and culture, and how these elements influence the design of engagement and planning activities. Our team brings a multi-dimensional awareness of civic participation and cultural competency at an individual, organizational and systems level. We successfully engage culturally, ethnically and linguistically diverse stakeholders using a tailored approach that employs a broad range of proven facilitation techniques. We are fully comfortable and competent working within diverse cultural communities, and we tailor our methods, tone, language, behaviors, questions and communications to particular preferences and styles. We have conducted inclusive, multilingual and culturally relevant programs at scales ranging from two to 2,000 people.

At MIG, every project is viewed not only as a new opportunity to apply our expertise, but also to share and learn new approaches and techniques. **Our work is characterized by a dedication to quality and creativity**, a flexible approach and a commitment to completing projects on time and within budget. This planning process will require a comprehensive approach and proven, in-depth expertise that MIG uniquely offers.

Our staff facilitate inclusive processes and fact-based decisions, with technical data presented in a manner that allows all participants to engage. We achieve this using a range of tools and innovative techniques, both high-tech and high-touch, to create an open atmosphere in which different viewpoints can be heard, acknowledged, and addressed.







MIG's diverse in-house capabilities combine to create project materials and outreach tools that reach and engage the target audience, helping to maximize participation and collect meaningful data. We document and present outreach results in a manner that maintains transparency, accurately reflects the feedback heard and is organized to support decision making.

It is crucial that the *Engage Moval* build upon current community planning initiatives, such as the City's General Plan, to springboard toward implementation and **achieve real, tangible, equitable change in Moreno Valley through civic engagement.**

Understanding this foundation – and stemming from our own expertise as inclusive community planners who have deep experience and knowledge of Moreno Valley – the MIG Team's approach to the project is based on several key points:

**Engage all segments of Moreno Valley's disadvantaged communities in a collaborative planning process, and do so in a variety of authentic, inclusive and participatory ways.** Building on our past successful project experiences in Riverside County and many other communities similar to Moreno Valley, MIG will collaborate with disadvantaged communities to determine the most productive and successful engagement strategies.

MIG's methods go beyond the "typical" meetings to engagement in interactive, fun, and innovative ways that are still meaningful from a planning and policy standpoint. MIG has deep experience capturing and reflecting input through community forums, events, and workshops and other highly engaging, collaborative feedback opportunities. In our Process Schedule we have proposed "pop-up" tabling sessions and social media, but are of course open to other ideas the City may have. We will work with the City and its key partners to customize an engagement and participation program that best meets the project needs.

**Foster partnerships with community groups, approach role as community facilitator.** Our approach for effective community participation is based on trust. We endeavor to respectfully enter communities as neutral facilitators that can help synthesize needs and encourage a transformative community process. We recognize and honor that many groups and people in Moreno Valley have organized and worked very hard to improve the community in the recent past. We would be purposeful in our collaboration with community groups that have a long-standing history working across Moreno Valley communities.

**Develop and implement an inclusive and culturally relevant outreach program.** In a city such as Moreno Valley where approximately 54% of residents are Hispanic and 17% are African American, the importance of language and cultural humility in the planning process cannot be understated. The MIG Team is uniquely qualified to conduct an inclusive planning process that includes day-to-day planners and technical staff who are highly attuned to the cultural nuances of Moreno Valley, and skilled at engaging diverse and low-income communities.

**Ensure a social justice orientation, inclusivity in the planning process.** The MIG planning process will work explicitly toward improving the lives of Moreno Valley residents. We will work to develop strategies that integrate educational and workforce issues into the Plan to address multifaceted community needs.

**Develop dynamic and bilingual project collateral, ensure strong project management.** Our approach will strive to build polished and effective communication tools and concepts that resonate with the community values. Our bilingual staff will be involved from concept development through deployment to ensure that messaging and themes are consistent and viable for the audience. And we know from experience, that strong project management will lead to efficient and effective process. We have successfully managed various projects like this before involving multiple components, and that experience, coupled with our unique capacity to complete most of the scope in-house, leads to a confidence in our ability to develop the *Engage Moyal* Outreach Toolbox in a manner that is methodical, efficient, and exceeds expectations.

## Scope of Work

Our proposed scope of work reflects the suggested RFP scope items, leading to an interactive and meaningful engagement process. To more accurately develop a cost estimate and prioritize the activities where the MIG Team can have the highest impact, we developed a detailed scope of work that describes our approach. We are flexible and open to suggested modifications that help us better respond to the City's needs for this planning process.

The MIG Team's proposed scope of work takes place across two phases of planning and implementation that are illustrated in our Process Schedule. The phases of work include:

- » **Phase 1:** Discovery and Dialogue
- » **Phase 2:** Design and Deliver

### PHASE 1: DISCOVERY AND DIALOGUE

#### Task 1: Project Kick-Off and Logistics

**Task 1.1 Project Team Meeting #1 - Kickoff Meeting**  
MIG will travel to Moreno Valley to attend a Project Kick-off meeting in person, and will coordinate subsequent regular meetings by telephone. The project team kick-off meeting will take place with City of Moreno Valley staff to discuss schedule, engagement methods, and overall approach for conducting outreach and preparing the *Engage Moyal* Outreach Toolbox. MIG will work collaboratively with City staff to review schedule expectations and assess the optimal timing for soliciting stakeholder and public input.

MIG will review key documents and other relevant data provided by the City, including resource documents on the Strategic Growth Council; the City's General Plan (2006); the Moreno Valley Municipal Code and other documents currently being developed by the Community Development Department and Planning Division of Moreno Valley.

The kick-off meeting will include the immediate project team and will be designed to accomplish the following objectives:

- » Discuss the Project Schedule
- » Confirm outreach goals and expectations
- » Confirm team member roles and responsibilities
- » Identify key outreach activities, inputs, and optimal timing of events
- » Confirm review process for outreach materials

**Deliverables:** Meeting agendas and related materials; Final Project Schedule.

#### **Task 1.2 Establishment of Activities**

MIG will finalize the list of outreach and analysis activities, including a project management strategy and timeline of the major engagement activities and key deliverables. MIG will assess the key audiences, outreach methods, schedule, and roles and responsibilities for deploying the engagement methods prior to finalizing the list. The outreach and engagement activities will draw on the City's established communications and engagement methods combined with the MIG Team's recommended activities.

**Deliverables:** Finalized List of Activities.

#### **Task 1.3 Website Development**

MIG will develop an *Engage Moval* webpage for the general public, community members and all interested stakeholders to learn about the purpose of *Engage Moval*, opportunities to get involved and to review key products and summary documentation. The webpage will complement and integrate well with the existing Community Development website, including font, imagery, and general tone.

**Deliverables:** Webpage to promote *Engage Moval*.

#### **Task 1.4 Toolbox Expectations**

Working in collaboration with city staff, MIG will develop an outline for the *Engage Moval* outreach toolbox. The outline will include proposed toolbox elements such as a project fact sheet, infographics, powerpoint presentation, maps and compelling visuals, flyers, outreach templates, and other key documents.

**Deliverables:** Toolbox outline.



#### **Task 1.5 Outreach and Engagement Materials**

MIG will develop and design a suite of bilingual and highly visual outreach and engagement materials to promote the focus groups, tabling sessions, community workshops, and town hall meetings. MIG will develop a "graphic look" for the project in the form of templates for PowerPoints, "project identity" fonts and color palettes that will be used to ensure consistency of our materials. MIG will prepare a series of templates with the selected project identity. To ensure a consistent and unified identity of the *Engage Moval* outreach toolkit development process, MIG encourages the use of these templates for all plan and outreach related materials. The outreach materials may include flyers, project fact sheet, infographics, powerpoint presentation, maps and compelling visuals, and other outreach templates and handouts. MIG will also develop e-blast to promote the various outreach activities.



Our public outreach and presentation materials will be developed and supervised in-house by bilingual planners intimate with the planning process and in direct communication with the needs of Moreno Valley residents. MIG will also prepare bilingual outreach materials in printed and electronic formats for distribution by the City and project partners to publicize the workshops, surveys and virtual activities. These materials will meet the City's specific requirements for public noticing. We anticipate using the City's website, the *Engage Moval* project webpage, social media and other established communication channels.

**Deliverables:** Outreach flyers, templates and handouts; Sign in Sheets; E-blasts.

## Task 2: Disadvantaged Community Assessment, Outreach, and Engagement

### *Task 2.1 Assessment of Disadvantaged Communities (DAC) Data and Characteristics*

Using the with CalEnviroScreen 3.0 and collaborating with the City's GIS Division, MIG will collect accurate maps on disadvantaged communities (DAC) in the City. The MIG Team will conduct research and document the demographic data of the City's disadvantaged residents for each identified disadvantaged community in Moreno Valley. The data on DAC will include information and key findings on disadvantaged residents such as number of households, household incomes, employment metrics, ethnic composition, and health outcomes. MIG will establish protocols to monitor and track the data, as well as trends and changes over time.

**Deliverables:** DAC Data and Characteristic Findings.

### *Task 2.2 Door-to-Door Canvassing*

MIG will partner with local community-based organizations (CBO) to conduct door-to-door surveys to collect community input on residents' priorities for improvements in the City. CBOs have established relationships in disadvantaged communities and often function as trusted community partners to encourage resident participation in planning processes. MIG seeks to build the capacity of local CBOs by partnering with them to conduct the canvassing. CBOs may hire local youth and local residents to assist with the surveying of residents and to promote the *Engage Moval* process.

The canvassing will be targeted in disadvantaged neighborhoods identified in Task 2.1. MIG will manage the documentation process to ensure that the community and number of residents contacted is accurately recorded.

**Deliverables:** Survey outreach and documentation.

### *Task 2.3 Focus Groups*

MIG will conduct two focus groups to collect targeted input from key community audiences. Focus group participants may include youth, limited-English proficient individuals, single mothers, seniors and other interested parties. Participants will be invited to share their thoughts and ideas on community priorities, barriers to participation, and emerging ideas for more people to engage in City of Moreno Valley planning processes. These sessions will include facilitated discussion with 8-15 participants and open with remarks to provide context and framing for the discussion.

MIG will work collaboratively with our CBO partners to coordinate meeting venues, conduct outreach and participate in the focus group design. MIG recommends providing participants with a stipend or incentive for their time (e.g., cash or grocery store cards).

We expect these sessions to be about 90 minutes long and held on the same day or consecutive days. City staff will secure venues for each focus group and coordinate logistics.

**Deliverables:** List of focus group questions; presentation materials; coordination and summary.

#### *Task 2.4 Community Workshops and Town Hall*

A series of Community Workshops and a Town Hall are proposed to identify methods to meaningfully engage members of disadvantaged communities on issues such as climate change and environmental justice. The MIG Team will conduct three Community Workshops and one Town Hall to share information about the planning process, collect input on the community's vision for meaningful outreach and engagement, and solicit feedback on preferred methods of engagement (e.g., surveys, interviews, focus groups, etc). The MIG Team may use electronic polling to collect feedback in real-time and collect demographic data about the participants so the audience is immediately aware of participant opinions on the topic. Attendees will be given the opportunity to share ideas verbally and in writing. The workshops will be about 2 hours long and 2 members of the MIG Team will participate. City staff will secure venues for each workshop and town hall meeting, and coordinate logistics.

**Deliverables:** Agenda, meeting materials, meeting facilitation and note taking, and written Summary of Results.

#### *Task 2.5 "Pop-Up" Tabling Sessions*

MIG proposes hosting three Pop-up Tabling Sessions to share information about the planning process, collect input on the community's vision for meaningful outreach and engagement, and solicit feedback on preferred methods of engagement. Traditional community meetings often attract a regular and highly active small group of residents that are not always representative of the city at large.



Pop-up events, on the other hand, can expand the audience for participation, as these are best held outdoors on busy sidewalks, plazas, or parks and can foster direct and spontaneous interaction with the community members. Pop-up locations may include art classes at local schools, churches, and health-focused events.

MIG will work collaboratively with *Engage Moval* grant partners to identify the pop-up event locations and to conduct targeted tabling sessions. We propose that our CBO partners and grant partners lead and conduct the pop-up events based on templates developed by MIG. Participants can interact with a series of displays and activities designed to solicit responses to specific questions. Fun facts and contextual information will be shared in a visually interesting way. Pop-ups ideally feature local musicians and performers, as well as food trucks and local vendors. Pop-up events also lend themselves to engaging youth by allowing a more informal platform to express their concerns and opinions. Naturally, it will be critical that bilingual staff are present to engage directly in Spanish.

**Deliverables:** Workshop materials (See Task 2.4) adapted to display formats for pop-up events. MIG to provide materials and up to 2 staff for each pop-up activity; Pop-Up Event Approach; Sign-in Sheets; Summary of Feedback and Key Findings.

### *Task 2.6 Social Media Outreach*

Facebook reaches a broad cross-section of community members including youth, millennials, middle-aged adults, baby-boomers, and seniors. MIG will produce and manage a Facebook social media account to promote *Engage Moval*. MIG will create and upload social media posts to promote outreach events and activities.

**Deliverables:** Social Media Posts, Feedback, and Statistics

## **PHASE 2: DESIGN AND DELIVER**

### **Task 3: Review Engagement and Develop Draft Toolbox**

#### *Task 3.1 Community Input Summary*

The MIG Team will synthesize all of the data and community input collected throughout Phase 1 and develop a robust summary of the key findings. The summary will include matrices, compelling visuals and charts to present the findings in easy to understand formats of all the outreach results and findings.

**Deliverables:** Draft and final summary report.

#### *Task 3.2 Outreach and Engagement Best Practices*

Drawing on the results from the Phase 1 outreach, MIG will develop a summary of best practices for meaningfully engaging disadvantaged communities on issues such as environmental justice and climate change. The Summary will include a graphically designed one-page overview in Spanish and English that can be used as a stand-alone product ranking the productivity of engagement tools.

**Deliverables:** Summary of Results and Best Practices

#### *Task 3.3 Draft Outreach Toolbox*

Building on community and stakeholder input, MIG will develop a draft outreach toolbox. The outreach toolbox will include the most successful and promising strategies for engaging disadvantaged communities, as well as a review of the outreach process. The toolbox may include infographics, powerpoint presentation, maps and compelling visuals, and other outreach handouts. These draft elements will be reviewed and vetted by staff, Commissioners and community members.

**Deliverables:** Draft outreach toolbox.

#### *Task 3.4 Town Hall #2*

The MIG Team will conduct a Town Hall meeting to share the outreach results and collect input on the draft toolkit materials. The MIG Team may use electronic polling to collect feedback in real-time and collect demographic data about the participants so the audience is immediately aware of participant opinions on the topic. Attendees will be given the opportunity to share ideas verbally and in writing. The Town Hall will be about 2 hours long and 2 members of the MIG Team will participate. City staff will secure the town hall venue and coordinate logistics.

**Deliverables:** Meeting agenda and written summary of community feedback.

### **Task 4: Presentation of Results and Final Toolbox**

#### *Task 4.1 Presentation of Outreach Toolbox*

MIG will present the draft toolbox at one meeting of the City Council or appropriate Commission meeting. The MIG team will prepare a PowerPoint presentation which will include a summary of engagement results and an overview of the Draft Outreach Toolbox. City staff can deliver independent presentations to City Council, Planning Commission, and other pertinent commission meetings using the PowerPoint developed by MIG.

**Deliverables:** Attendance and presentation at one City Council or Commission meeting. Summary presentation of engagement results and overview of the Draft Outreach Toolbox.

#### *Task 4.2 Revised Draft Toolbox*

Based on feedback collected from the Town Hall (Task 3.4) and the City Council/ Commission Meetings (Task 4.1), MIG will revise the draft toolbox. MIG will consolidate the feedback for implementation in Task 4.3.

**Deliverables:** Notes consolidating feedback on draft toolbox.

#### *Task 4.3 Final Outreach Toolbox*

MIG will prepare the final Outreach Toolbox that responds to the edits provided by City Council/ Commission and attendees of Town Hall #2. The Toolbox will be formatted into a clear, readable and graphically-rich set of materials suitable for public circulation. MIG will make one set of edits based on consolidated feedback from City staff. The Final Toolbox will include a compilation of all key deliverables.

**Deliverables:** Final Outreach Toolbox (high-resolution digital format for website posting; three (3) bound hard copies; and one (1) unbound hard copy).

#### *Task 4.4 Strategic Growth Council Report*

MIG will prepare a summary report for the Strategic Growth Council highlighting the outreach process and key findings.

**Deliverables:** Final summary report.

## **PHASE 3 – COMMUNICATIONS AND PROJECT MANAGEMENT**

### *Task 5.1 Project Team Communications and Coordination*

To ensure efficient project coordination and implementation, MIG's Project Manager Jamillah Jordan will communicate regularly by phone, email and in-person, as appropriate, with the designated City staff to review progress, discuss emerging issues and plan for upcoming activities. These activities provide continuity between the specific Project Management Team meetings identified in the document.

**Deliverables:** Brief e-mail summaries of team communications and action items; Monthly Progress Reports; Monthly Invoices; Monthly or as needed for staff/ Provider meetings.

### *Task 5.2 Project Team Meetings*

MIG will conduct up to four meetings with the City's Project Team staff. These meetings will be designed to prepare for community input activities and events, review project milestones and deliverables, and discuss emerging issues and opportunities. Meetings will take place by conference call.

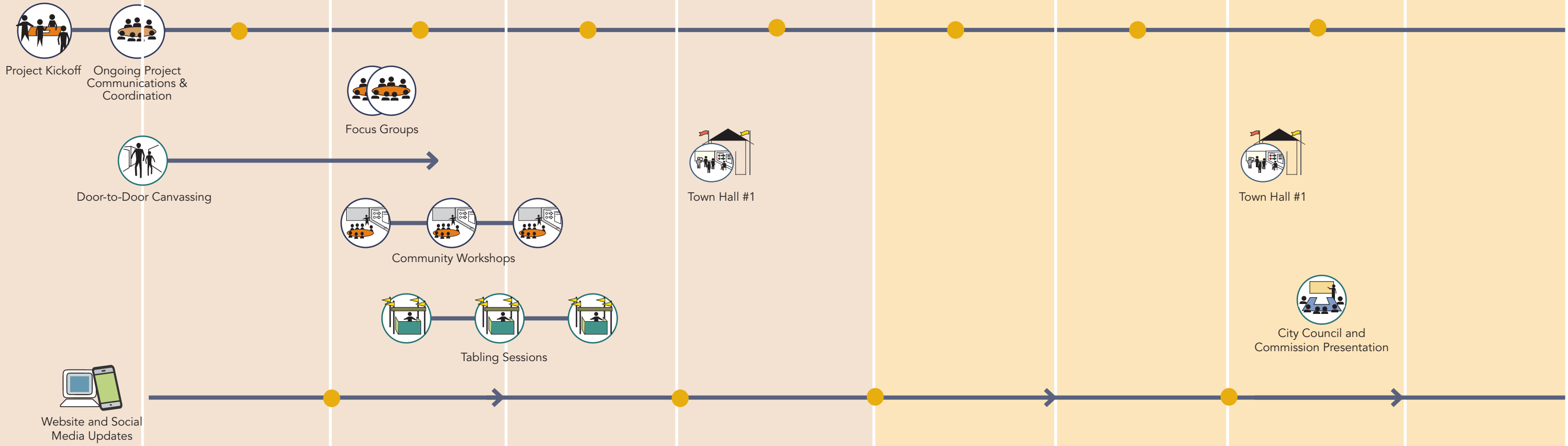
**Deliverables:** Brief e-mail summaries of team communications and action items.

# Proposed Schedule

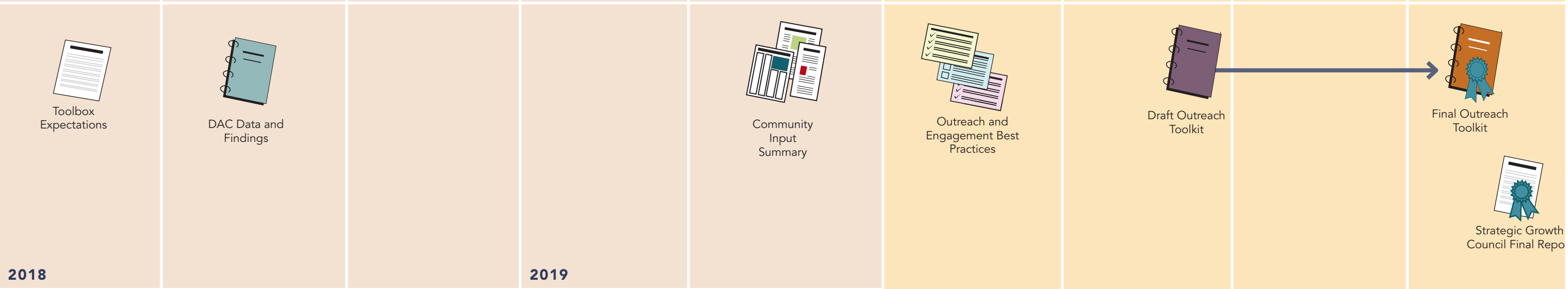
## PHASE 1: DISCOVERY AND DIALOGUE

## PHASE 2: DESIGN AND DELIVER

STAKEHOLDER INVOLVEMENT AND COORDINATION



TECHNICAL ANALYSIS AND PROJECT DELIVERABLES



2018	2019							
OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE

Attachment: MIG\_City of Moreno Valley\_Engage Moval Proposal (3262 : ACCEPTANCE OF THE TRANSFORMATIVE CLIMATE COMMUNITIES

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# Resource Allocation Matrix

	Esmeralda Garcia <i>Principal-in-Charge</i> Hours	Jamillah Jordan <i>Project Manager</i> Hours	Project Associate Hours	Christine Santana <i>Graphic Designer</i> Hours	MIG Totals
<b>Task 1: Project Kickoff and Logistics</b>					
1.1 Project Team Kickoff	6	6	6	0	18
1.2 Establishment of Activities	1	2	0	0	3
1.3 Website Development and Maintenance	1	8	20	6	35
1.4 Toolbox Expectations	1	4	2	0	7
1.5 Outreach and Engagement Materials	2	10	18	14	44
<i>Subtotal</i>	11	30	46	20	107
<b>Task 2: Disadvantaged Community Assessment, Outreach, and Engagement</b>					
2.1 Assessment of Disadvantaged Communities (DAC) Data and Characteristics	1	4	10	0	15
2.2 Door-to-Door Canvassing	1	4	12	0	17
2.3 Focus Groups (2)	1	14	16	0	31
2.4 Town Hall and Community Workshops (4)	8	40	50	8	106
2.5 Pop-Up Tabling Sessions (3)	0	4	10	0	14
2.6 Social Media Outreach	0	6	18	0	24
<i>Subtotal</i>	11	72	116	8	207
<b>Task 3: Review Engagement and Develop Draft Toolbox</b>					
3.1 Community Input Summary	1	16	20	0	37
3.2 Outreach and Engagement Best Practices	1	12	24	0	37
3.3 Draft Outreach Toolbox	1	20	36	8	65
3.4 Town Hall #2	2	10	12	2	26
<i>Subtotal</i>	5	58	92	10	165
<b>Task 4: Presentation of Results and Final Toolbox</b>					
4.1 Presentation of Outreach Toolbox	1	10	10	0	21
4.2 Toolbox Revisions	1	3	8	0	12
4.3 Final Outreach Toolbox	3	26	30	4	63
4.4 Strategic Growth Council Report	2	8	8	2	20
<i>Subtotal</i>	7	47	56	6	116
<b>Task 5: Project Management and Team Coordination</b>					
5.1 Final Outreach Toolbox	4	16	8	0	28
5.2 Strategic Growth Council Report	6	20	8	2	36
<i>Subtotal</i>	10	36	16	2	64
<b>Professional Time Subtotal</b>	<b>44</b>	<b>243</b>	<b>326</b>	<b>46</b>	<b>659</b>





# Response Template

## Company Information: Name, Contacts, History, Scope of Services

### FULL LEGAL NAME, ADDRESS, PHONE, FAX, EMAIL, WEBSITE

Moore Iacofano Goltsman, Inc. (MIG, Inc.)  
 800 Hearst Avenue, Berkeley, CA 94710  
 p: (510) 845-7549  
 f: (510) 845-8750  
 Contact: Esmeralda Garcia  
 e: egarcia@migcom.cmo  
 w: <https://www.migcom.com/>

### PRIOR COMPANY NAMES, YEARS IN BUSINESS, MERGERS, AND BUYOUTS

Moore Iacofano Goltsman, Inc. (MIG, Inc.) has been operating under this name since 1982.

### ORGANIZATIONAL STRUCTURE

C-Corporation

### NAMES AND TITLES OF THE PRINCIPAL OWNER(S)

- » Daniel S. Iacofano, President/CEO
- » Carolyn M. Verheyen, Vice President/Secretary
- » Christopher Beynon, Treasurer

### PERSON(S) AUTHORIZED TO MAKE COMMITMENTS FOR YOUR COMPANY.

Esmeralda Garcia, Principal

### COMPANY HISTORY, EXPERIENCE, YEARS IN BUSINESS FOR CURRENT COMPANY NAME

Founded in 1982, Moore Iacofano Goltsman, Inc. (MIG, Inc.) has been providing a vast array of professional services, including community outreach and engagement, for 36 years.



### ANNUAL COMPANY REVENUES FOR THE LAST THREE FISCAL YEARS

- » 2017: \$38.9 million
- » 2016: \$33.2 million
- » 2015: \$28.3 million

### TAX ID NUMBER

94-3116998

### THE COMPLETE SCOPE OF SERVICES OFFERED BY YOUR COMPANY

#### Firmwide Areas of Expertise:

- » Access and ADA Services
- » Aquarium Planning and Design
- » Architecture
- » Branding
- » Campus Planning and Design
- » Children's Environments
- » Civil Engineering
- » Strategic Communications and Marketing
- » Community Outreach and Engagement





- » Community Planning and Urban Design
- » Contract Planning
- » Cultural Landscapes
- » Development and Entitlement Services
- » Ecological Restoration
- » Entitlements
- » Environmental Graphic Design and Wayfinding
- » Environmental Planning and Design
- » Environmental Review and Compliance (CEQA/SEPA/NEPA/EIR)
- » Exhibit and Interpretive Design
- » Facilitation and Consensus Building
- » General, Comprehensive and Specific Plans
- » Geographic Information Systems (GIS)
- » Graphic Design and Websites
- » Green Stormwater Infrastructure
- » Infrastructure Design and Implementation
- » Landscape Architecture
- » Live Animal Exhibit Design
- » Museum and Visitor Center Planning and Design
- » Parks, Recreation, Open Space, and Trails Planning and Design
- » Policy Planning
- » Public Gardens
- » Rivers and Watersheds
- » Site Planning and Design
- » Social Services and Health Policy Planning
- » Sports Parks
- » Strategic Planning and Organizational Development
- » Streets and Multimodal Mobility
- » Visualizations
- » Web Design, Tools and Technology
- » Zoning Codes and Design Guideline

### **CLIENTS (INCLUDING GOVERNMENTAL) SERVED IN PAST AND PRESENT**

MIG currently has 845 public sector clients, and thousands of satisfied clients over the course of our 36 years in business.

### **SPECIAL QUALIFICATIONS, TRAINING, CREDENTIALS, RECOGNITION, OR AWARDS**

#### **Recent Firmwide Awards**

- » Rathbun Corridor Sustainability Plan - Merit Award for Innovation in Green Community Planning
- » Anaheim Canyon Specific Plan - Sustainable Planning Best Practices Case Study, California Strategic Growth Council
- » Hayward 2040 General Plan ePlan Website - 2017 Top Planning Website Award, Planetizen
- » UC Davis Long Range Development Plan - Award of Merit in Public Outreach/Best Practices, APA California, Sacramento Valley Section
- » Anaheim Canyon Specific Plan - Comprehensive Planning Award, APA California, Orange Section
- » Baldwin Park Health and Sustainability Element, Award of Excellence – Comprehensive Planning for a Small Jurisdiction, APA California Chapter
- » City of Commerce Green Zones Action Plan, Promotion of Good Environmental Stewardship, SCAQMD

### **CONTRACTS TERMINATED FOR CAUSE, PENDING LITIGATION OR LEGAL ISSUES**

MIG, Inc. has had no contracts terminated for cause, pending litigation, or legal issues.



## Resources: Staffing, Facilities, Equipment

### KEY MANAGEMENT PERSONNEL

- » Esmeralda Garcia / Principal
- » Jamillah Jordan / Project Manager

### TEAM TO BE ASSIGNED FOR THESE SERVICES

- » Esmeralda Garcia / Principal-in-Charge
- » Jamillah Jordan / Project Manager
- » Christine Santana / Graphic Designer

### QUALIFICATIONS OF SPECIFIC INDIVIDUALS WHO WILL WORK ON THE PROJECT

#### Esmeralda Garcia / Principal-in-Charge

Esmeralda García is a community planning and public outreach expert whose projects often tackle complex social and economic issues associated with public services and infrastructure, transportation, housing, and urban planning and design. Through her early volunteer work, she was exposed to community organizing and governance, which sparked her passion for collaborative engagement and inclusive decision-making. Esmeralda is widely recognized for her ability to reach and connect with communities of diverse backgrounds and cultures—many of whom are under-served and often go unheard. She combines her extensive experience in facilitation and strategic planning with her broad knowledge of planning and communications to bring people together to identify and resolve problems. With her fluency in Spanish and English, Esmeralda is uniquely positioned to articulate challenges, opportunities, and goals for both clients and constituents.

#### Jamillah Jordan / Project Manager

Jamillah Jordan has 10 years of experience in community engagement and process design. As a Project Manager at MIG, she has worked with a wide range of public sector, community-based, and nonprofit organizations in the areas of health policy, social policy and community development. Recognized as an experienced facilitator and trainer, Jamillah has led numerous stakeholder engagement processes that have built consensus, community capacity, and a vision for the future. She designs and implements a diverse mix of community-driven planning efforts, involving focus groups, interactive community workshops, stakeholder interviews, site tours, intercept events and surveys.

Jamillah is skilled at working with groups representing a diversity of interests and opinions — from diverse stakeholder groups to community members from diverse cultures and background. Fluent in Spanish, Jamillah is adept at engaging diverse and limited-English proficient communities. Jamillah holds a Master of Arts in Urban Planning from the University of California – Los Angeles.

#### Christine Santana / Graphic Designer

Fluent in Spanish, Christine Santana has six years of experience as a graphic designer for a wide variety of organizations. Christine has strong working knowledge of Print Design, Packaging Design, Identity Design, and Brand Development. She has experience creating mock-ups, working with vendors, and attending press checks and is proficient in a full range of design softwares. Recently, she has created marketing materials for the RecycleSmart Behavior Change Campaign for Contra Costa County, worked on the VisionZero SF Social Marketing Campaign, and did the document design and layout for the Salinas Park and Recreation Master Plan.



**AMOUNT OF TIME AND INVOLVEMENT OF KEY PERSONNEL**

Staff	Time Commitment	Task Involvement
Jamillah Jordan	243 hours	Project Management; Outreach and Engagement; Facilitation and Consensus Building
Esmeralda Garcia	44 hours	Project Management; Outreach and Engagement; Facilitation and Consensus Building
Project Associate	326 hours	Outreach and Engagement Support
Christine Santana	46 hours	Graphic Design and Website Layout

**RESUMES OF ALL TEAM MEMBERS**

Detailed resumes for the team members listed below have been provided in the Appendix.

- » Esmeralda Garcia / Principal-in-Charge
- » Jamillah Jordan / Project Manager
- » Christine Santana / Graphic Designer

**CURRENT NUMBER OF EMPLOYEES: FULL-TIME AND PART-TIME EMPLOYEES.**

MIG, Inc. currently employs 217 full-time, part-time, and temporary employees.

**ANNUAL TURNOVER RATE OF STAFF**

MIG's 2018 year-to-date turnover rate is approximately 16.5%. This is inclusive of our interns and temporary employees.

**NAMES OF ANY SUBCONTRACTOR'S YOU PROPOSE TO USE FOR OUR CONTRACT**

MIG will not utilize any subcontractors in the performance of this contract.

**FACILITIES THAT WOULD BE UTILIZED TO PERFORM THE REQUIRED WORK**

The MIG team will utilize both our Berkeley and Pasadena offices to conduct the in-house analysis and production work for *Engage Moyal*. We anticipate using community centers, civic buildings and other high-traffic, convenient and transit-accessible locations to host community workshops, focus groups and other outreach events.

**EQUIPMENT THAT WOULD BE UTILIZED TO PERFORM THE REQUIRED WORK**

MIG will use computer software, such as Microsoft Office, Adobe Creative Design Suite, and ArcGIS, to develop outreach and engagement materials. MIG will also work with the City of Moreno Valley to access their website platform to create the *Engage Moyal* webpage.

**Required Services: Meeting or Bettering these Requirements**

**ABILITY TO PERFORM SPECIFIC TASKS AS OUTLINED IN THE RFP**

**Diverse Voices and Perspectives**

MIG has extensive experience providing inclusive community engagement and planning processes with vulnerable populations, people of color, people with disabilities, and people from diverse backgrounds and incomes. MIG provides a deep bench of trained and experienced facilitators who can effectively engage stakeholders from diverse cultures, including those with limited English proficiency. Our experience with diverse communities is extensive, broad, deep, and characterized by humility, respect and listening.

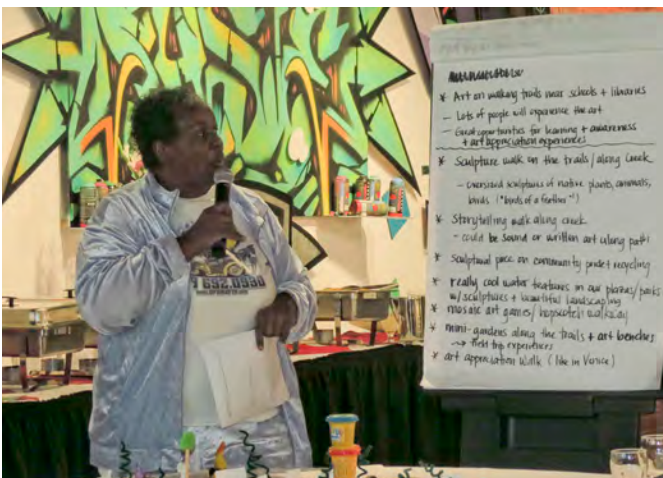
**Facilitative Leadership Techniques**

MIG provides meaningful community engagement in decision-making, and builds positive community awareness about complex and sometimes misunderstood projects and programs.

MIG is internationally known for our facilitative leadership approach and consensus-building techniques, documented and shared in our widely distributed book, *Meeting of the Minds*. We create an open atmosphere in which different viewpoints can be heard, acknowledged, addressed and reconciled. We have helped diverse groups resolve conflicts and work toward common goals.

### Community Engagement Process Design

Our skills and abilities in designing and implementing community engagement programs will assist the City in developing the *Engage Moval* Outreach Toolbox. We understand that every project and community is unique and design a community engagement program that reflects local values and meets community needs. We have designed and implemented a broad range of traditional and innovative engagement activities successfully in a culturally relevant, tailored fashion: Festivals, Intercept or Pop Up Events, Community Workshops, Group Exercises and Teambuilding Activities, Focus Groups, Mapping Exercises, Do-It-Yourself Workshop Kits, Civic-based Games, Online Questionnaires, and Youth Engagement Activities.



We regularly innovate and design new and effective approaches to reaching and engaging community members and stakeholders in meaningful, productive ways. We often work through community-based organizations and recognized community leaders who already have established, positive relationships with community residents. We produce attractive and easy-to-understand outreach and public information materials that communicate complex concepts and issues to a wide range of audiences.

### Documentation for Decision Making

Our meeting summaries convey findings and results in a comprehensive yet easy-to-read manner. MIG will produce a summary report for each meeting, keeping a careful record of concerns and issues expressed by participants and the specific follow-up or response to be undertaken by the project team. Process documentation provides meeting participants with visible evidence that their opinions were heard and considered. It also provides a valuable foundation for decision-making and the development of recommendations.

### REASONABLENESS OF YOUR FEE TO DO THE WORK

Based on the level of effort outlined in our scope of work, MIG can perform the required tasks within the budget amount. We are flexible and open to suggested modifications to our fee proposal that help us better respond to the City's needs and available resources for this planning process.

### CURRENT RESOURCES TO MEET OR BETTER ALL TASK AND TIMELINE REQUIREMENTS HEREIN

In addition to the key personnel assigned to this project, MIG has a staff of over 217 outreach specialists, community planners, facilitators, and graphic designers to assist with the *Engage Moval* Outreach Toolbox, if needed. Select staff from our Berkeley, Pasadena and Riverside offices may be engaged to support and implement certain tasks for this effort.



### **ADDITIONAL RESOURCES THAT MIGHT BE NEEDED TO MEET OR BETTER ALL TASK AND TIMELINE REQUIREMENTS**

MIG proposes partnering with a few community-based organizations (CBOs) to assist with the outreach and engagement. In particular, CBOs with established relationships in Moreno Valley's disadvantaged communities may provide targeted support for the door-to-door canvassing task and the "pop-up" tabling events. These CBOs may also assist with promoting our outreach events including the town halls, workshops and focus groups.

### **HOW QUICKLY COULD YOU PROVIDE ADDITIONAL, EXTRA TRAINED STAFF IF REQUESTED BY MORENO VALLEY FOR ADDITIONAL WORK BEYOND THE ORIGINAL SCOPE OF SERVICES?**

As previously noted in this section, MIG has a staff of over 217 outreach specialists, community planners, facilitators, and graphic designers to assist with the *Engage Moval* Outreach Toolbox, if needed. Select staff from our Berkeley, Pasadena and Riverside offices may be engaged to support and implement certain tasks for this effort.

### **HOW QUICKLY CAN YOU BEGIN PROVIDING SERVICES IF AWARDED THE CONTRACT?**

MIG is prepared to begin providing services in September 2018, per the timing identified in the RFP.

### **DETAILS OF ANY IMPROVEMENT OR UPGRADES YOUR FIRM HAS DESIGNED OR IMPLEMENTED**

MIG often provides additional services to upgrade the level of effectiveness and creativity for our projects. We offer optional services, at an additional cost, to enhance outreach and engagement programs. For example, we can provide text-based outreach targeted to select Census tracts to augment community engagement efforts and reach residents who may not utilize the City's existing communication channels. We also provide digital e-Plans or e-toolboxes to bring static documents to life and make them more interactive for online audiences.

## **Demonstrated and Technical Experience**

### **DEMONSTRATED RECORD OF SUCCESS ON WORK PREVIOUSLY PERFORMED**

The MIG staff proposed for this important effort have worked or are currently working on projects related to climate change, traffic congestion, and air pollution. We understand the issues that will be addressed in the Outreach Toolbox.

MIG staff have also completed many successful projects in California. These projects have increased our familiarity with the project context, issues and key stakeholders. These projects include:

- » OCTA State Route 55 Community Engagement, Orange County
- » Lower Los Angeles River Master Plan, Los Angeles County
- » Metro I-710 Corridor Project EIR/ EIS Community Outreach, Los Angeles
- » Our LA 2040 General Plan Community Engagement, Los Angeles





- » Whittier General Plan Outreach, Whittier
- » I-710 Livability Initiative: Complete Streets and Active Transportation Plan, Los Angeles County
- » Gateway Cities COG SCS Engagement, Southeast Los Angeles County
- » City of Commerce Planning Outreach Projects and Commerce Green Zones Working Group, Commerce
- » SR-91/I-605/I-405 Initial Feasibility Study, Gateway Cities COG, Los Angeles County
- » Long Beach General Plan Update, Long Beach
- » Los Angeles Great Streets Corridors Urban Design, Outreach and Environmental Analysis Services, Los Angeles
- » Richmond General Plan and Updates and Health/Wellness, Housing and Energy/Climate Change Elements
- » Baldwin Park Health and Sustainability Element

- » MTC Language Assistance Plan Update, San Francisco Bay Area, CA
- » Caltrans On-Call Public Participation and Engagement Contract, Statewide, CA
- » Alameda CTC Countywide Goods Movement Plan, Alameda County, CA
- » BART Title VI Public Outreach Meetings, Bay Area, CA
- » Santa Monica Airport Visioning Process, Santa Monica, CA
- » MTC/ABAG Plan Bay Area Public Workshop Facilitation, Bay Area, CA

#### **SPECIFIC METHOD AND TECHNIQUES TO BE EMPLOYED ON THE PROJECT OR PROBLEM**

##### **Stakeholder Engagement and Feedback**

MIG brings a wealth of experience helping diverse groups work toward common goals and resolve conflicts in a variety of settings, including community advisory groups, task forces, board sessions, community workshops, team coordination meetings, and public town halls. Our proven ability to meaningfully involve all key stakeholders in planning to reach specific outcomes has merited significant success for our clients' implementation efforts. All of our efforts have included close collaborative work with planning teams with multi-stakeholder representation, informed by authentic and inclusive stakeholder engagement.

For example, for the Santa Clara County Mental Health Services Act (MHSA) planning and implementation, MIG helped Santa Clara County Mental Health Department to engage 10,000 voices in the creation of the MHSA Community Services and Supports (CSS) Plan, and to develop their Prevention and Early Intervention (PEI) Plan built on community needs and evidence-based practice. MIG managed a process that included intensive outreach (27 focus groups in seven languages over a six-week period). We assisted

MHSA staff in identifying the critical risk factors in neighborhoods, and based on that, in launching four inclusive community-based planning teams to prioritize new programs for families and children who need them the most. We've also outlined key methods and techniques recommended for this project in our Scope of Work.

### Data-Driven Decision Making

MIG enables data-driven decision-making. In all our projects, we regularly use both quantitative and qualitative data to guide the assessment of needs and community decision-making. This may include collection and analysis of demographics, trends, survey results, economic, educational and health data as well as other information.

Qualitative data may include information collected during the stakeholder involvement process using tools developed by MIG, such as the results of online questionnaires, focus groups, interviews, workshops and community events.

To measure project success, we establish quantitative performance measures that are manageable, informative and relevant. This focus leads to informed decision-making and successful data-driven implementation.



## Work Plan

### HOW YOU WILL SCHEDULE PROFESSIONAL AND STAFF TO ENSURE MILESTONES AND DEADLINES ARE MET?

At MIG, internal time and task management are very important to us. We understand how to efficiently and effectively formulate project teams, develop budgets and scopes, and align expectations between the client and the consultant. Each project is budgeted by phase and task prior to commencing each phase of the design process.

Jamillah will work with the City's Project Manager to identify an invoice system that meets ODOT's schedule and invoice requirements. We use Deltek Vision project planning software for this effort to ensure that our projects are correctly staffed throughout the duration of the project, report on budget status, and identify potential staffing conflicts with other projects. Our systems also allow for effective management of consultant teams. Each discipline is tracked by phase and milestone, and invoices are matched against project percent complete. Client milestones drive our project management process; the ultimate goal of the project is an excellent deliverable, which will lead to a successful outreach toolbox.

### PROVIDE REQUIRED RESPONSE TIME TO THE URGENT SERVICE REQUESTS

MIG can provide timely responses to all urgent service requests and develop a recommended approach to meet client needs within tight timeframes.



**HOW YOU WILL MAKE UP FOR WORK-HOURS LOST (AND RESULTING BACKLOG THAT MAY OCCUR) DUE TO VARIOUS UNFORESEEN SITUATIONS THAT MAY PROHIBIT WORK ON A SPECIFIC DAY**

MIG can adapt the Process Schedule to accommodate unforeseen situations while maintaining the integrity of the project timeline. Through consistent communication with the City's Project Team, MIG can develop solutions to expedite the planning process and leverage resources effectively.

**PROVIDE ANY OTHER RELEVANT INFORMATION THAT YOU BELIEVE WOULD BENEFIT MORENO VALLEY FOR THE REQUESTED SERVICES**

MIG brings great enthusiasm for this project, and more than 35 years of experience in and commitment to involving diverse voices and perspectives in creating healthy and thriving communities. We are excited about the prospect of drawing on our proven, in-depth expertise in community planning, dynamic process design, innovative community engagement, bilingual Spanish language facilitation, and strong consensus building skills to develop the *Engage Moyal* Outreach Toolbox.





# Appendix

**AREAS OF EXPERTISE**

- » Community Outreach
- » Diverse Communities
- » Multicultural Outreach
- » Facilitation
- » Transportation Planning
- » Strategic Communications

**EDUCATION**

- » BA, Art History,  
California State University,  
Los Angeles

**PROFESSIONAL AFFILIATIONS**

- » American Planning  
Association
- » Transportation Research  
Board - Environmental  
Justice Committee  
Member
- » Latinos and Planning

**AWARDS**

- » APA Los Angeles, Hard  
Won Victory, Commerce  
Green Zones Action Plan
- » APA Los Angeles,  
Los Angeles Vision Zero  
Action Plan
- » Southern CA Air Quality  
Mgm't District Clean Air  
Award, Commerce Green  
Zones Working Group

**Esmeralda Garcia****PRINCIPAL-IN-CHARGE**

Esmeralda García is a community planning and public outreach expert whose projects often tackle complex social and economic issues associated with public services and infrastructure, transportation, housing, and urban planning and design. Through her early volunteer work, she was exposed to community organizing and governance, which sparked her passion for collaborative engagement and inclusive decision-making. Esmeralda is widely recognized for her ability to reach and connect with communities of diverse backgrounds and cultures — many of whom are under-served and often go unheard. She combines her extensive experience in facilitation and strategic planning with her broad knowledge of planning and communications to bring people together to identify and resolve problems. With her fluency in Spanish and English, Esmeralda is uniquely positioned to articulate challenges, opportunities, and goals for both clients and constituents. Whether it's a freeway corridor impacting tens of thousands of residents and businesses or a neighborhood park serving a hundred families, she is dedicated to forging understanding and cooperation to find implementable solutions that improve the lives of everyone.

**RELEVANT EXPERIENCE**

- » Pasadena General Plan Update, Open Space and Conservation Element, Public Outreach and Community Participation Program, Pasadena, CA
- » Barrio Logan Community Plan Update, San Diego, CA
- » Los Angeles Great Streets Corridors Urban Design, Outreach and Environmental Analysis Services, Los Angeles, CA
- » Santa Clarita Climate Action Plan, Santa Clarita, CA
- » Azusa General Plan Update Visioning and Public Outreach Program, Azusa, CA
- » Vision Zero Action Plan, Los Angeles, CA
- » Manchester/Broadway Corridor Streetscape, Los Angeles, CA
- » Our LA 2040 General Plan Community Engagement, Los Angeles, CA
- » Whittier General Plan Update Community Engagement, Whittier, CA
- » Commerce Planning Outreach Projects and Commerce Green Zones Working Group, Commerce, CA
- » Riverside Visioning and General Plan, Riverside, California
- » Jacobs Center for Neighborhood Innovations Market Creek Village Center Project, San Diego, CA
- » Santa Monica Buffer Zone Facilitation, Santa Monica, CA
- » Lomita General Plan Advisory Committee, Lomita, CA

**AREAS OF EXPERTISE**

- » Public Outreach and Engagement
- » Transportation Planning
- » Community Health Assessments
- » Stakeholder Facilitation
- » Spanish Fluency
- » Strategic Communications
- » Diverse Communities

**EDUCATION**

- » MA, Urban Planning, University of California, Los Angeles
- » BA, Psychology and Community Studies, University of California, Santa Cruz

**PROFESSIONAL AFFILIATIONS**

- » Robert and Patricia Switzer Foundation Fellowships
- » Emerson National Hunger Center
- » American Planning Association

**Jamillah Jordan****PROJECT MANAGER**

Jamillah Jordan is an experienced facilitator, planner and project manager with significant expertise in public participation program design and implementation. With more than 10 years experience, she has strong public outreach and qualitative research skills for transportation, sustainability and environmental initiatives. Additionally, Jamillah speaks Spanish and is effective at engaging participants in a bilingual setting.

Jamillah has a strong background in implementing grassroots community outreach initiatives and large-scale public engagement plans. Jamillah works with a wide range of stakeholders as well as technical experts, focusing on effectively communicating information to the public in order to gather constructive input. She advises clients on the most appropriate set of engagement tools to meet their unique needs and reach target audiences, drawing on both traditional and innovative techniques.

**RELEVANT EXPERIENCE**

- » MTC Language Assistance Plan Update, San Francisco Bay Area, CA
- » Alameda CTC Countywide Goods Movement Plan, Alameda County, CA
- » Caltrans On-Call Public Participation and Engagement Contract, Statewide, CA
- » AC Transit Service Expansion Public Outreach, Oakland, CA
- » First 5 Los Angeles Best Start Community Capacity Assessment, Los Angeles County, CA
- » Santa Monica Airport Visioning Process, Santa Monica, CA
- » Baldwin Park Health and Wellness Element, Baldwin Park, CA
- » MTC/ABAG Plan Bay Area Public Workshop Facilitation, Bay Area, CA
- » Live Healthy Napa County Community Health Assessment and Improvement Plan, Napa County, CA
- » Emeryville Center for Community Life Public Outreach, Emeryville, CA
- » BART Title VI Public Outreach Meetings, Bay Area, CA
- » Santa Monica Pier Visioning Process, Santa Monica, CA
- » SamTrans Service Plan Public Outreach, San Mateo, CA
- » Lawrence Berkeley National Laboratory Community Participation Process, Berkeley, CA
- » Emeryville-Berkeley-Oakland Transit Study, East Bay Area, CA

**AREAS OF EXPERTISE**

- » Graphic Design
- » Production Artist

**EDUCATION**

- » BFA, School of Graphic Design, Academy of Art University, San Francisco, California

**Christine Santana**

## GRAPHIC DESIGNER

Fluent in Spanish, Christine Santana has six years of experience as a graphic designer for a wide variety of organizations. Christine has strong working knowledge of Print Design, Packaging Design, Identity Design, and Brand Development. She has experience creating mock-ups, working with vendors, and attending press checks and is proficient in a full range of design softwares.

Christine's work includes document design, branding and identity, social marketing and behavior change campaigns, website design and production, advertising for print, outdoor and online media. She is involved in all phases of the design process from concept design to delivery of the final product, ensuring that timelines and budgets are met while maintaining excellence.

**RELEVANT EXPERIENCE**

- » RecycleSmart, Newsletter and Behavior Change Marketing Materials, Contra Costa County, CA
- » Salinas Park And Recreation Master Plan, document design and layout, City of Salinas, CA
- » Vision Zero SF, Social Marketing Campaign, San Francisco Municipal Transportation Campaign, San Francisco, CA
- » Solano Transportation Authority, Social Marketing Materials, Suisun City, CA
- » LA Vision Zero Action Plan, document layout, Los Angeles, CA
- » Clipper Card Branding and Marketing, brochure layout and campaign collateral, San Francisco Bay Area, CA
- » Silicon Valley Community Choice Energy Branding and Marketing, brand guidelines and templates, Santa Clara County, CA
- » Union Square Business Improvement District Strategic Plan, document layout, San Francisco, CA
- » City of San Bruno Florida Avenue Park Master Plan, document layout, San Bruno, CA
- » ELLE Time & Jewelry / PAJ Inc., Dallas, TX\*
- » Washingtonian Magazine, Washington, DC\*

*\*Work completed prior to joining MIG.*

## First 5 Los Angeles Best Start Community Capacity Assessment

LOS ANGELES COUNTY, CALIFORNIA

MIG, working on a team led by Harder+Co, completed a community capacity assessment as part of First 5 LA's place-based strategy to improve the wellbeing of children ages 0 to 5 and their families. The team assessed community engagement, leadership, infrastructure and investments in the 14 Best Start communities within Los Angeles County, using a multi-method approach.

**This highly collaborative process actively engaged the community to develop a series of neighborhood asset maps generated through the input of residents and service providers in 14 communities of diverse ethnic and linguistic populations.** Using large printed maps, participants used color-coded stickers and symbols to locate and discuss geographic assets and resources that strengthen the community as well as the social networks and relationships that build community capacity and local resilience. Participants were also encouraged to write directly on the maps to share feelings and additional information about particular places. Over 500 residents who spoke various languages including Spanish, English, Vietnamese, Chinese and Korean contributed to the development of the maps. MIG prepared the asset maps, and translated them into multiple languages. At the end of the session, all of the maps and notes were collected, analyzed, and compiled

The team also worked closely with First 5 LA staff to design a framework to present community asset input using measures and indicators that aligned with the First 5 Commission's strategic plan and the Best Start capacity building objectives. The asset maps were based on authentic community participation, providing visually engaging exhibits to support policy recommendations.

### CLIENT

Harder+Co (Prime)

First 5 LA

### PROJECT TEAM

Esmeralda Garcia, Facilitator

Jamillah Jordan, Project Manager





## I-710 Major Corridor Study and EIR/EIS

LOS ANGELES COUNTY, CALIFORNIA

The I-710 Major Corridor Study (MCS) identified issues and strategy recommendations for the aging and congested I-710 freeway corridor, the major artery for goods movement in Southern California. A collaborative effort among partner agencies, the study engaged communities and key stakeholders in an innovative “two tiered” community participation process. **MIG designed a community-based process where individual communities formed local Community Advisory Committees whose representatives joined with representatives of business, environmental, labor and academic interests to review alignment options and craft strategies for addressing key community concerns including health, environmental, quality of life, safety, mobility, regional economic development, and land use.** This process resulted in unanimous adoption of the MCS and endorsement by key communities and stakeholders.

Caltrans partnered with LA County Metro and the Gateway Cities COG to lead the EIR/EIS phase of the project. Community participation is the cornerstone for the I-710 Corridor Project. The robust public outreach program has shaped the environmental process and Caltrans has taken steps to respond to ensure ongoing community dialogue. During the circulation of the Draft environmental document Caltrans gave the community an unprecedented 90 days for comment, rather than the standard 30. MIG produced an executive summary in five languages to make the information more accessible and understandable. We expanded outreach through social media and developed a customized email communication tool that is used to provide regular email updates to over 2,000 people.

This process is now changing the way Caltrans engages with communities statewide, providing more transparency and increased opportunities for people to have an impact on transportation projects in their communities.

### CLIENT

Los Angeles County Metropolitan  
Transportation Authority

### PROJECT TEAM

Esmeralda Garcia, Principal/Project Manager  
Jamillah Jordan, Facilitator and Community Planner



### la comunidad reinventa un corredor

Un proyecto de importancia nacional

EL CORREDOR DE LA AUTOPISTA 710 HA LLEGADO A UN MOMENTO IMPORTANTE de modernización y cambio. Anclada al sur por los Puertos de Los Angeles y Long Beach, la autopista 710 corre por medio de las zonas residenciales más densas y vibrantes del Condado de Los Angeles. Conocidas comúnmente como las Ciudades Gateway, esta región es la puerta entre el sur de California y el resto del mundo.

Aproximadamente el 40% de los bienes importados al país entran por los puertos cada año ya sea por tren o por camión y se transportan a lo largo de las comunidades del corredor de la autopista 710. Actualmente, las actividades relacionadas con el transporte de bienes crean más de un millón de empleos locales y generan \$32 mil millones en ingresos de impuestos. Pero también crean impactos ambientales, a la salud, de congestión y de seguridad para millones de personas que viven, trabajan y estudian por la región.

Hoy en día existe una colaboración entre los puertos, las agencias de planeación de transporte local y las instituciones de gobierno regionales para mejorar este corredor vital. Pero más importante aún, es el proceso de participación comunitaria extensa que se ha formado alrededor de esta



# Richmond General Plan Update

RICHMOND, CALIFORNIA

MIG led the City’s three-year comprehensive General Plan Update process, which was designed to achieve the City’s goal of using the Update as a catalyst for citywide revitalization and to instill citizen pride in the community by promoting inclusivity, sustainability and economic development while addressing the unique natural context.

Community Health and Wellness Element and an Energy and Climate Change Element, developed in collaboration with policy advisers and community organizations, considered a broad range of issues with lasting impacts, including air pollution, asthma rates, local food production, heavy industry and the City’s business climate. Implementation strategies address the linkages between land use, public health and natural resources.

The need to encourage and accommodate new development was further balanced with natural land and habitat protection. A key component of the Plan was the Conservation, Natural Resources and Open Space Element which stressed the need to preserve and restore natural habitat including wetlands, baylands, riparian areas and other sensitive biological resources.

**MIG directed an extensive community outreach and participation process that combined traditional public engagement methods with creative outreach techniques such as the Richmond “Plan Van” conducting mobile workshops, computerized land use simulations, a youth engagement program with a school curriculum, and an interactive website featuring a community character survey.**

**CLIENT**  
City of Richmond

**PROJECT TEAM**  
Esmeralda Garcia, Facilitation Support



## Metropolitan Transportation Commission Language Assistance Plan

SAN FRANCISCO BAY AREA, CALIFORNIA

The Metropolitan Transportation Commission (MTC) called upon MIG's extensive public involvement experience to help the transportation agency meet a critical deadline for complying with Federal Transit Administration (FTA) requirements for Title VI populations. The FTA directed MTC to revise its plan for Special Language Services, which ensures that MTC's language assistance measures reflect the needs of limited English proficient (LEP) persons across the nine-county Bay Area region.

MIG conducted targeted, multi-lingual outreach to limited English proficient and low-income communities to assess the effectiveness of MTC's language assistance efforts. **MIG performed original research and analysis through surveys of LEP persons from over 20 languages, focus groups with Spanish and Vietnamese residents, as well as staff interviews with community-based organizations that serve LEP populations.**

MIG also surveyed over 250 MTC staff and third-party contractors to determine the frequency of contact with LEP persons.

Finally, MIG analyzed all public input, provided an objective review of the findings, and worked with MTC to prepare the public review of the draft Plan for Special Language Services. As a result of the thorough outreach and analysis, the FTA approved MTC's revised plan.

### CLIENT

Metropolitan Transportation Commission

### PROJECT TEAM

Jamillah Jordan, Project Manager





## Baldwin Park General Plan Health and Sustainability Element

BALDWIN PARK, CALIFORNIA

The Baldwin Park Comprehensive Park and Recreation Plan provided guidance on the provision of parks, facilities and pathways in a community with a serious park land deficiency. In the five years prior to Plan completion, the City's population had increased by more than 7%. Despite no plans to expand the City's boundary, the 2020 General Plan projected a residential density increase of 850 people per square mile by 2020. With only four parks for the entire community, Baldwin Park's need for recreation was clear, but its built out condition posed a challenge to facility expansion.

Through an extensive community outreach process, MIG defined the recreation amenities and opportunities that community members considered critical, and then analyzed how those could be provided without relying on land acquisition. The community also expressed a strong interest in health and wellness. Health and wellness as well as active living became key components of the City's vision for the future.

Through the analysis process, MIG found that there was an enormous resource of school property and that specific school sites could support additional community recreation elements. MIG also developed new site master plans for existing parks, incorporating new elements into existing sites. The plan explored increasing the existing assessment, including a survey that evaluated community support. The implementation strategy also recommended that the City consider establishing park impact fees.

MIG staff worked with the City to add a Health and Sustainability Element to the General Plan. The Element focuses on addressing issues related to healthy living, creating an active built environment, improving air and water quality, and conserving energy and natural resources.

### CLIENT

City of Baldwin Park

### PROJECT TEAM

Jamillah Jordan, Community Planner



### Key features include:

- » **Developed healthy communities and environmental sustainability strategies** based on extensive health and environmental research related to existing conditions and public input
- » **Comprehensive bilingual community engagement program** that included community stakeholder interviews, a Sustainable Community Fair, Ad Hoc Committee, Volunteer Planners and Baldwin Park Resident Advisory Council
- » **Collaboration with community-based groups** including California Center for Public Health Advocacy

*A work sample for this project is provided in the Work Samples Section.*

## Metropolitan Transportation Commission Plan Bay Area

SAN FRANCISCO BAY AREA, CALIFORNIA

MTC and ABAG, as the regional planning entities responsible for carrying out SB375 (2008), embarked on a three-year process to develop a Sustainable Communities Strategy. This marks the first time that regions in the State of California will be preparing long-range plans that integrate housing, employment, and transportation investment. MIG assisted the agencies in developing and implementing a multi-faceted public outreach and engagement program during each phase of plan development.

MIG worked with agency staff to organize and facilitate three rounds of community meetings in each of the Bay Area region's nine counties to solicit input on the long-range housing, land use, and transportation plans. The workshops involved a mixture of presentation and interactive exercises to provide guidance on potential policy options and investment strategies. The last round of workshops was structured as an open house to allow members of the public to interact with staff regarding the Draft Plan Bay Area.

The MIG Team produced web-based data visualization tools to support the public dialogue about how and where the Bay Area should accommodate future growth. MIG and its subconsultant EMC Research designed and implemented a series of six focus groups following the second round of community workshops. These helped MTC and ABAG better understand citizen perceptions and values related to regional planning and identified issues people felt most strongly about.

**MIG developed a resource toolkit, including fact sheets, presentations, frequently asked questions, maps, and other information necessary to communicate with the public about Plan Bay Area and the choices for housing, land use, and transportation.**

The toolkit was designed for use by local elected officials.

### CLIENT

Metropolitan Transportation Commission

### PROJECT TEAM

Jamillah Jordan, Facilitator



MIG assisted MTC in compiling an evaluation report for the Plan Bay Area public engagement program, using performance measures identified in the agency's 2010 Public Participation Plan. The evaluation incorporated both primary sources and an analysis of over 3,000 public comments captured over more than 200 meetings. MIG's facilitation was successful in positioning the Sustainable Communities Strategy in the context of local land use planning and decision-making, providing easy-to-understand public information, and for helping MTC and ABAG better understand community values and concerns.



# Attachments B, C, and D

RFP # 2018-021R  
Professional Services to Prepare an Outreach Toolbox for Disadvantaged Communities:  
Engage Moval

August 2018

Email: danieli@migcom.com

Phone: 510.845.7549

Date: AUGUST 20, 2018

**Attachment B: Special Provisions**

All items below apply to this bid proposal:

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

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

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

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

Certified to above - FIRM: Moore, Iacofano, Goltsman, Inc.

SIGNATURE: 

PRINT NAME: Daniel Iacofano

TITLE: Chief Executive Officer

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

  X   No exceptions taken



RFP # 2018-021R  
Professional Services to Prepare an Outreach Toolbox for Disadvantaged Communities:  
Engage Moval

August 2018

- Exception taken to the scope of work or specifications
- Exception taken to indemnification and insurance requirements
- Exception to proposed contract language
- Other

Please explain any of the checked items:

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

PROPOSING FIRM: Moore, Iacofano, Goltsman, Inc. DATE: 8.20.18

BUSINESS ADDRESS: 800 Hearst Avenue, Berkeley, CA 94710

SIGNATURE OF REPRESENTATIVE: 

BY: Daniel Iacofano TITLE: Chief Executive Officer

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

DANIEL IACOFANO, Pres.

800 HEARST AVE., BERKELEY 94

CAROLYN VERHEYEN, Sec.

800 HEARST AVE., BERKELEY 94710

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(CONTINUED ON NEXT PAGE)

RFP # 2018-021R  
Professional Services to Prepare an Outreach Toolbox for Disadvantaged Communities:  
Engage Moval

August 2018

**Attachment C: Client References**

MIG, Inc.

(Bidder's Company Name)

1. Client Company's Name:	City of Baldwin Park Project: Baldwin Park Health & Sustainability Element
Client Address:	
Contact's Name:	Amy Harbin
Contact's Title:	Former City Planner
Contact's Telephone & FAX	(909) 374-8043
Contact's Email:	
Scope of Services/Products Provided:	Community outreach, analysis, and development of new site master plans.
Project Completion Date & Value	2015, \$266,905
2. Client Company's Name:	University of California at Berkeley Project: Berkeley Global Campus
Client Address:	2130 Center Street, Suite 200, Berkeley, CA 94720
Contact's Name:	Ruben Lizardo
Contact's Title:	Director, Local Government and Community Relations
Contact's Telephone & FAX	(510) 643-5296
Contact's Email:	rlizardo@berkeley.edu
Scope of Services/Products Provided:	Developed a group process to engage a wide variety of stakeholders, facilitated monthly meetings, a large open house, and subcommittee meetings.
Project Completion Date & Value	2016, \$63,625
3. Client Company's Name:	Los Angeles County Metropolitan Transportation Authority Project: I-710 Major Corridor Study and EIR/EIS
Client Address:	One Gateway Plaza, Los Angeles, CA 90012
Contact's Name:	Ernesto Chaves
Contact's Title:	Project Manager, LA County Metro Highway Programs
Contact's Telephone & FAX	(219) 922-7343
Contact's Email:	chavese@metro.net
Scope of Services/Products Provided:	Designed a community-based process that engaged the community and key stakeholders.
Project Completion Date & Value	Ongoing, \$4 million
4. Client Company's Name:	Metropolitan Transportation Commission Project: MTC Plan Bay Area and MTC Language Assistance Plan
Client Address:	375 Beale Street, San Francisco, CA 94105
Contact's Name:	Catalina Alvarado
Contact's Title:	Senior Public Information Officer
Contact's Telephone & FAX	(510) 817-5783
Contact's Email:	CAlvarado@mtc.ca.gov
Scope of Services/Products Provided:	Organized and facilitated community meetings, produced web-based data visualization tools, developed a resource toolkit, and compiled an evaluation report.
Project Completion Date & Value	2013, \$120,000

RFP # 2018-021R  
Professional Services to Prepare an Outreach Toolbox for Disadvantaged Communities:  
Engage Moval

August 2018

**Attachment D: Non-Collusion Affidavit**

Note: To be executed by Proposer and submitted with proposal.

State of California  
(the State of the place of business)

County of Alameda County  
(the County of the place of business)

Daniel Iacofano, being first duly sworn, deposes and  
(name of the person signing this form)

says that he/she is Chief Executive Officer of  
(title of the person signing this form)

Moore, Iacofano, Goltsman, Inc., the party making the foregoing bid  
(name of bidding company)

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

By:   
(signature)

Printed Name: Daniel Iacofano  
(name of the person signing this form)

Title: Chief Executive Officer  
(title of the person signing this form)

Notary is required for this bid.

*\* See Attached CA Ass Proposer  
Certificate of Assurance  
Darius 8/20/2018*

Attachment: MIG\_City of Moreno Valley\_Engage Moval Proposal (3262 : ACCEPTANCE OF THE TRANSFORMATIVE CLIMATE COMMUNITIES



# California All-Purpose Certificate of Acknowledgment

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

State of California

County of Alameda

S.S.

On August 20<sup>th</sup>, 2018 before me, NARESHKUMAR BHAKTA (Notary Public)

(Name of Notary Public) (PL)

personally appeared DANIEL IACOMO

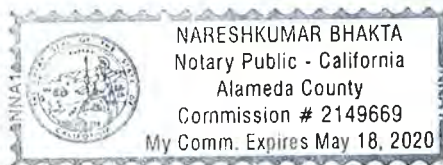
(Name of Signer (1))

(Name of Signer (2))

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.



Seal

Signature of Notary Public

### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of CITY OF MORENO VALLEY RFP# 2018 - OHL Agreement D: Allow/Collective Agreement containing 23 pages, and dated 8-20-2018

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) Chief Executive Officer

(Title(s))

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other:

representing: MIG, INC

(Name(s) of Person(s) Entity(ies) Signer is Representing)

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification
- credible witness(es)

Notarial event is detailed in notary journal on:

Page # 11 Entry # 1

Notary contact: 510-548-4651

Other

- Additional Signer
- Signer(s) Thumbprint(s)

None





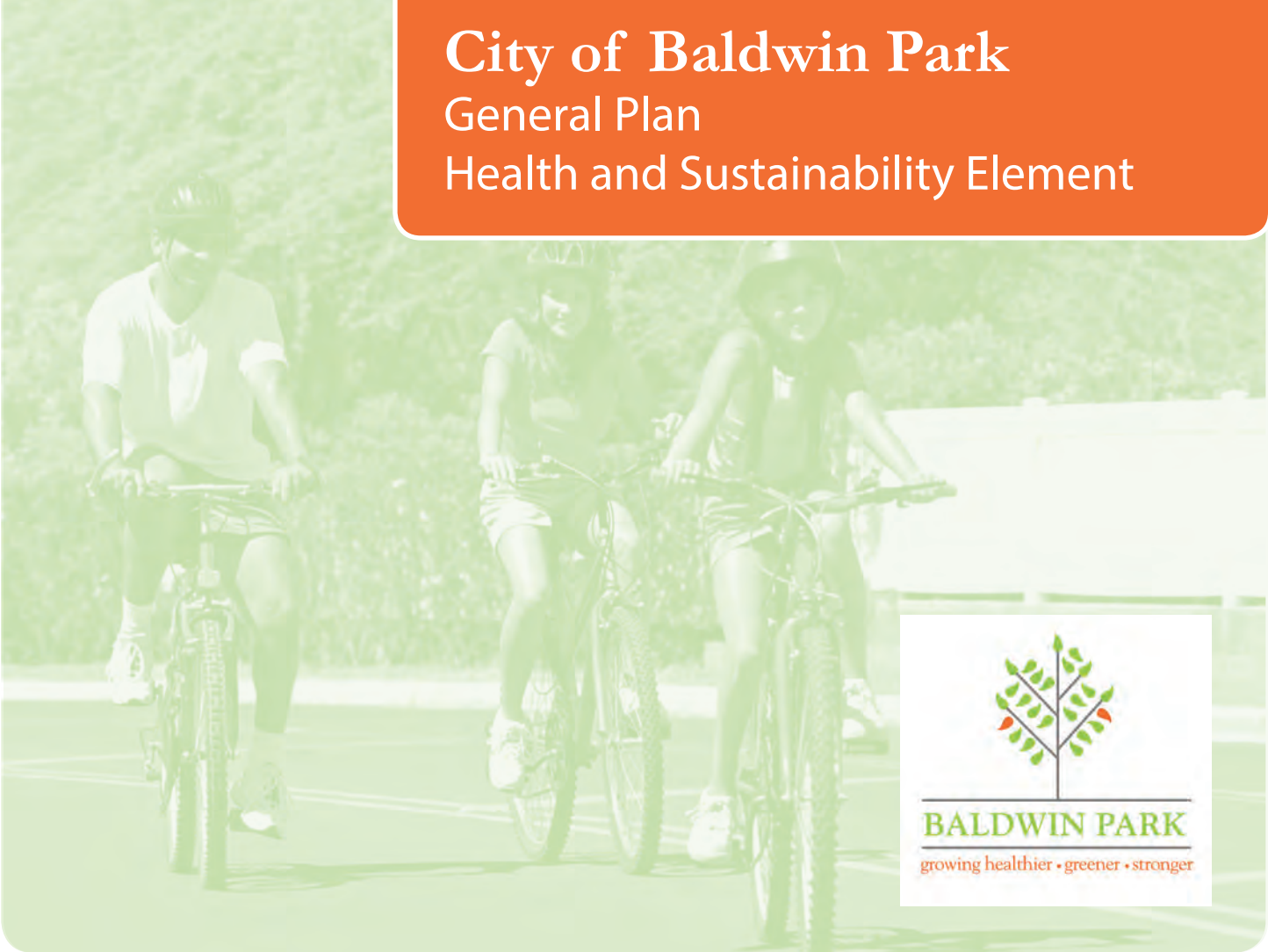


# Work Samples

ADOPTED APRIL 1, 2015



City of Baldwin Park  
General Plan  
Health and Sustainability Element





# Health and Sustainability Element

City of Baldwin Park General Plan



**BALDWIN PARK**

growing healthier • greener • stronger

Adopted April 1, 2015



# A Sustainable Baldwin Park

SUSTAINABLE ENERGY SOURCE

ALTERNATIVE TRANSPORTATION

CIVIC PLAZA SUSTAINABLE LANDSCAPE

EDUCATIONAL GARDEN



MIXED-USE DEVELOPMENT

MULTI-MODAL TRANSPORTATION

FARMERS' MARKET

HIGH VISIBILITY CROSSWALKS

PEDESTRIAN ACCOMMODATIONS

DROUGHT-TOLERANT LANDSCAPING

Attachment: MIG\_City of Moreno Valley\_Engage Movel Proposal (3262 : ACCEPTANCE OF THE TRANSFORMATIVE CLIMATE COMMUNITIES

# Contents

- 1. Introduction ..... 1
- 2. 2014: A Point-In-Time Snapshot of Health and Sustainability in Baldwin Park..... 4
- 3. Related Plans and Programs ..... 8
- 4. Goals, Policies, and Implementation Actions ..... 10
  - Our City ..... 12
  - Our Environment ..... 20
  - Our Health ..... 30
- 5. Appendix ..... 43



## Acknowledgements

### City of Baldwin Park City Council

Manuel Lozano, Mayor  
 Ricardo Pacheco, Mayor Pro Tem  
 Cruz Baca, Councilmember  
 Monica Garcia, Councilmember  
 Susan Rubio, Councilmember

## Special Thanks

### Health and Sustainability Ad Hoc Committee

Councilmember Ricardo Pacheco  
 Councilmember Susan Rubio  
 Gilbert Padilla, Planning Commissioner  
 Joanna Valenzuela, Planning Commissioner  
 Joann Watkins, Recreation & Community Services  
 Commissioner  
 Christina Cardenas, California Center for Public Health  
 Advocacy  
 Christine Dennis, Baldwin Park Unified School District  
 Gloria Bañuelos, Kaiser Permanente  
 Teri Muse, Waste Management  
 Amy Harbin, City Planner  
 David Lopez, Associate City Engineer

### Planning Commission

David L. Muse, Chair  
 Ken Woods, Vice Chair  
 Mario Maciel, Jr., Commissioner  
 Gillbert Padilla, Commissioner  
 Joanna Valenzuela, Commissioner

### Lead City Staff

Shannon Yauchzee, CEO  
 Marc Castagnola, Community Development Manager  
 Amy Harbin, City Planner  
 David Lopez, Associate City Engineer  
 Dan Wall, P.E., Public Works Director

### Consultants to the City

MIG, Inc.  
 Evan Brooks Associates  
 Fuscoe Engineering  
 Zinner Consultants





# Vision

Baldwin Park is a healthy and environmentally sustainable city that pursues strategies to enhance and improve residents' health and local environmental conditions. City leaders are committed to preventative health measures and a city structure that fosters activity and interaction. This commitment is evident in continuing improvements in the physical health of Baldwin Park residents and in residents' interest in environmental stewardship.

Our neighborhoods invite interaction because many of us walk or bike to school, work, parks, and shopping. We have access to healthy food choices provided by convenient produce markets, full-service grocery stores, community gardens, and farmers' markets. High-quality, well-utilized parks and community facilities offer diverse recreational opportunities that make it easy to integrate active and passive recreation into our lives. We are committed to teaching our children how to make healthy food and behavior choices, and to be active players in creating a healthier environment.

Baldwin Park: Healthy, Green, and Strong

## INTRODUCTION

### Health and Sustainability Overview

Communities across the nation are exploring strategies and programs to address community health and sustainability, with the overall goal of creating better living environments for current and future residents. This Health and Sustainability Element provides direction for improving community and ecological health in Baldwin Park for years to come.

Increasingly, doctors and other public health professionals are recognizing the links between how our cities are built and people's health. For example, a city with ample parks and other safe open spaces provides a variety of opportunities for people to exercise. Neighborhoods that have good sidewalks and safe pedestrian and bicycle routes to shops, schools, parks, and restaurants encourage people to get out of their cars for local trips. Zoning regulations that facilitate community gardens and farmers' markets give residents greater options for and access to healthy foods.

The City of Baldwin Park has chosen to integrate health and sustainability planning in recognition of the close relationship between healthy people and a healthy environment. Health practitioners support good city planning policies that create walkable and cohesive communities because these practices can improve residents' health and reduce heart disease, obesity, and asthma. Also, these policies can contribute toward more sustainable consumption practices by reducing waste and pollution through wiser and efficient use of natural resources, such as water and fossil fuels. Through our local planning efforts, we can help improve regional air quality, which is good for the environment and the health of our residents.

Beginning in the early 2000s, Baldwin Park initiated several programs to improve local health and environmental conditions using grant funding from diverse sources. However, individual program efforts were not coordinated by a guiding policy framework. This Health and Sustainability Element aligns the programs, policies, and projects into a comprehensive Vision and Strategic Plan for the healthy development of the City.

Sustainable places are healthier places.

In sustainable communities, residents are exposed to less pollution, have more opportunities to be physically active, and have greater access to a variety of healthful foods. Studies have shown healthy residents are more actively engaged in community life. Healthy students are better prepared to learn.



*Bicycling for recreation or transportation is good for your health and the environment. The San Gabriel Commuter Bikeway includes bicycle access to Baldwin Park through the Walnut Creek Nature Center and possibly along Baldwin Park Boulevard. A commuter bikeway along Ramona Boulevard enables an easy cross-town connection. Baldwin Park is included in the San Gabriel Valley Bike Master Plan, which will establish bicycle links between cities in the valley and greater Los Angeles County.*



Participants of a Taste of Baldwin Park, 2013



Sustainable Community Fair at the Celebrate Baldwin Park Carnival, 2013

### Community Participation

The Health and Sustainability Element reflects the priorities voiced by the Baldwin Park community. Baldwin Park residents and stakeholders contributed insight and ideas, and helped develop the goals and policies contained in this Element. Public participation took the following forms:

- » **Interviews with community stakeholders** and a **sponsored booth** at the *Taste of Baldwin Park* event in July of 2013 helped to identify community health and sustainability issues that the public wished to address in the Health and Sustainability Element. Priorities noted included reducing childhood obesity and reducing smoking rates.
- » A **Sustainable Community Fair** was held in conjunction with the *Celebrate Baldwin Park Carnival* at Morgan Park in November of 2013. Participants engaged in interactive feedback exercises focused on sustainability-related themes. Approximately 120 residents and visitors to Baldwin Park participated in the event, many of whom were local school-age children. Participants identified saving water and improving pedestrian crossings as key issues to address.
- » The City formed an **Ad Hoc Committee** to explore ideas, discuss public input, and review draft materials. The committee included representatives from the City Council, Planing Commission, the Baldwin Park Unified School District, Kaiser Permanente, and Healthy Eating Active Communities.
- » **Volunteer Planners** were trained to reach deep into the community and provide additional avenues for residents to discuss their ideas and concerns. Close to 90 community members worked with the Volunteer Planners to complete a survey that included questions concerning barriers to physical activity, preferences for green space, and ways to reduce water, energy use, and waste.
- » Community members attended hearings with the **Planning Commission** and the **City Council** to review the Draft Health and Sustainability Element.
- » Interviews with community-based collaborative **People on the Move** and the non-profit organization **California Center for Public Health Advocacy (CCPHA)** helped to identify health and sustainability programs already underway in the City.
- » Meetings with the Baldwin Park Resident Advisory Council (BPRAC) guided City staff in prioritizing sustainability initiatives. Members of BPRAC also worked with the Volunteer Planners and the CCPHA to obtain input from residents throughout the community about their concerns and priorities related to health and sustainability.

### Scope of the Element

The Baldwin Park Health and Sustainability Element is organized around the framework **Our City, Our Environment, Our Health**. Within this framework, Baldwin Park has identified goals, policies, and implementation actions of critical importance to move our community toward the sustainable and healthy city we aim to be.



### Our City

- » Compact and Equitable Development
- » Getting Around: Walking, Biking, and Using Transit
- » Modern and Green Infrastructure
- » Community Safety
- » Building Smart Buildings



### Our Environment

- » Reduce, Reuse, Recycle, and Compost
- » Energy Conservation and Alternative Energy
- » Being Water Wise
- » Appreciating and Enhancing the City's Natural Features
- » Contributing to Improved Air Quality
- » Addressing Climate Change
- » Good Chemistry: Environmentally Friendly Products



### Our Health

- » Parks: Places to Play and Relax
- » Move It! Recreation for All Life Stages
- » Health Education: It Starts with the Kids
- » Access to Healthy Foods
- » Eat Local: Community Gardens and Urban Agriculture
- » Addressing Health Care Needs
- » Healthy Buildings and Places





## 2014: A POINT-IN-TIME SNAPSHOT OF HEALTH AND SUSTAINABILITY IN BALDWIN PARK

The City has actively pursued programs to improve health and environmental conditions for many years, with very earnest initiatives starting in the early 2000s. Substantial progress has been made to both educate the community and achieve measurable results. However, we are still some distance from our goals. To provide a baseline against which to gauge future progress, this section provides a snapshot of health and environmental conditions as of 2014.

### Our City in 2014

The way Baldwin Park—or any city—is designed influences public health and local environmental conditions. Communities that have a variety of housing, shopping, employment, and recreation options, and that provide an efficient and convenient multi-modal transportation system, make it easy for residents to have healthier and active lifestyles. They can safely and easily walk, bike, or take transit to the places they go every day. Well-planned communities attract investment in new and expanded businesses because they are exciting and engaging places where people want to be. Communities that have efficient transportation options can retain and support the competitiveness of small- to medium-sized businesses, which are the source of most employment growth.

If you had viewed Baldwin Park from the air in 2014, you would have noted that the city form has retained a land use and roadway pattern reflecting our suburban roots, with residential neighborhoods largely removed from commercial districts. Interstate 10 creates a major barrier to walking and bicycling between residential neighborhoods and shopping areas, and some neighborhoods lack sidewalks and good links to schools and parks. However, the City had embarked on smart-growth initiatives, including emphasizing infill development, neighborhood revitalization, mixed uses, and transit-oriented development, especially in the Downtown area. The General Plan Land Use Element includes Mixed-Use land use designations to accommodate higher-intensity uses near Downtown, the Metrolink station, and other local centers of activity. The City had also begun to establish bike lanes for better connections to destinations throughout the community, especially to parks, schools, Downtown, and the Transit Center/Metrolink station.

### Our Environment in 2014

Sustainability is about balance: balancing efforts to improve quality of life without compromising the ability of future generations to meet their needs, and balancing ecological improvements with economic prosperity. Importantly, sustainability implies responsible and proactive decision-making and innovation to achieve this balance and create a better future.

One of the most pressing environmental issues of our time is related to climate change and the growing level of greenhouse gases trapped in the Earth's atmosphere. Global climate change is an increasingly acknowledged environmental concern, with scientific consensus that climate change is caused by greenhouse gases released into the atmosphere faster than Earth's natural systems can reabsorb them. Greenhouse gases are largely created by human processes, especially the burning of fossil fuels in our cars and energy systems. Scientists predict that this imbalance in the Earth's systems will cause world temperatures to rise during the 21st century. This rise in temperatures is anticipated to trigger more severe weather events, including droughts, hurricanes, and tornadoes, as well as a rise

in sea levels. Scientists predict that these changes will have ripple effects on plant and animal species and habitats, and may even submerge some coastal areas.

In response to these concerns, California passed Assembly Bill 32, landmark legislation that committed the State to reducing greenhouse gas emissions to 1990 levels by the year 2020 (a reduction of approximately 30 percent), and to achieve an 80 percent reduction below 1990 levels by 2050.

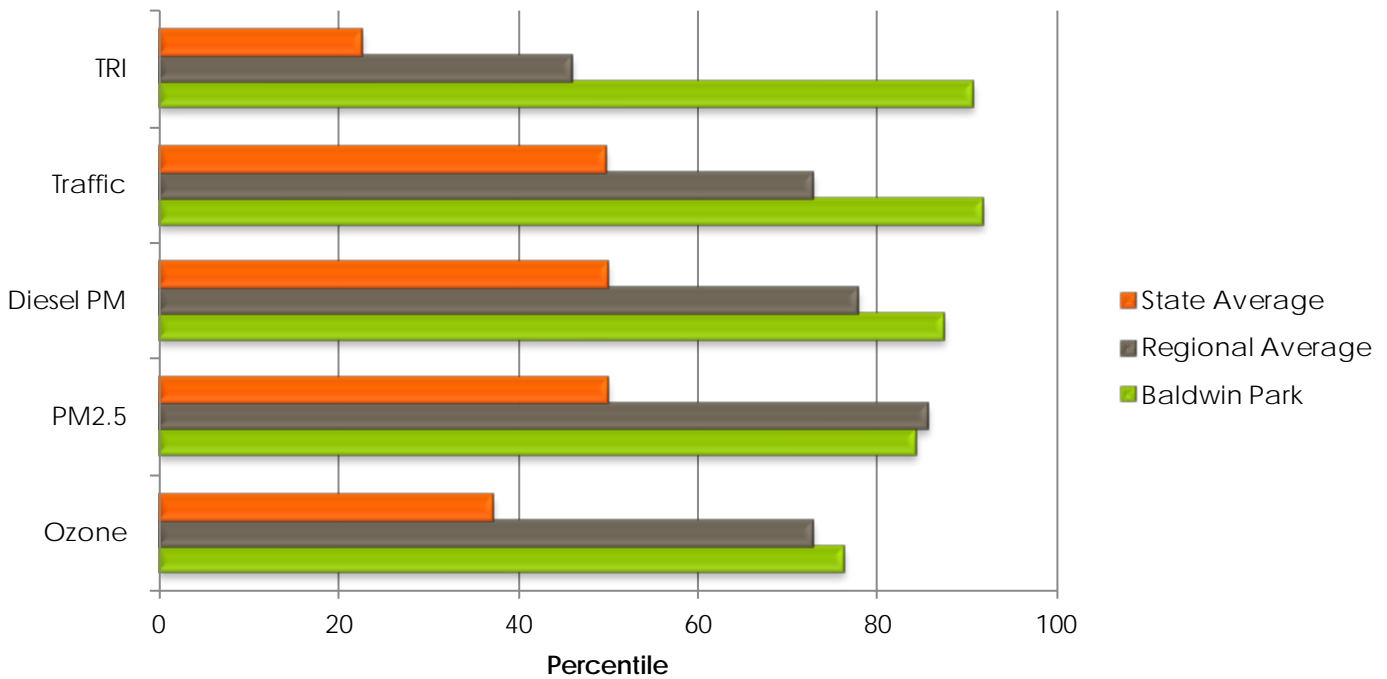
In addition to greenhouse gas emissions, pollution in our air and water is of intense concern in Baldwin Park. The Communities Environmental Health Screening Tool (referred to as the "CalEnviroScreen" tool) was developed by the State Office of Environmental Health Hazard Assessment to identify communities in California that have higher pollution burdens and vulnerabilities than other areas, and therefore are most in need of assistance. In 2014, the portions of Baldwin Park located nearest to the I-605 and I-10 freeways were identified to have among the highest pollution hazards and vulnerabilities in the State, ranking in the top ninety-sixth percentile. The remaining areas of the City ranged between the seventy-first and ninety-fifth percentiles.

These statistics represent one of the key reasons we have prioritized programs that address community and environmental health.

### Our Health in 2014

An increasing number of Americans suffer from chronic diseases such as obesity, diabetes, and asthma. Since 1980, the number of obese Americans has doubled to more than one-third of the population, and the prevalence of Type II diabetes has also doubled. In California, 34 percent of adolescents and 55 percent of adults are overweight. In addition, asthma rates among children have more than doubled. Based on obesity trends, for the

*Exposure Indicators: Baldwin Park has a higher level of pollution exposure than is average for its region and the State, as measured by toxic releases from facilities (TRI), traffic, diesel particulate matter, particulate matter pollution, and ozone levels.*



Source: CalEnviroScreen, 2014





Local residents from the Baldwin Park Resident Advisory Committee (BPRAC) and teens from Healthy Teens on the Move spearheaded a “Healthy Selection” effort to improve healthy food selections in Baldwin Park corner stores. Key strategies include reducing the marketing of unhealthy foods and beverages in Baldwin Park, and increasing healthy food and beverage offerings in corner stores, especially near schools.

first time in American history, children are not predicted to live as long as their parents. This is disconcerting in light of the findings in a study by UCLA Center for Public Health Policy Research and the California Center for Public Health Advocacy which reported that in 2010, 46.7 percent of children in Baldwin Park were overweight. In the face of these alarming statistics, an increasing number of cities have begun identifying strategies to improve the health of residents by expanding opportunities to be physically active, reducing pollution exposure, providing access to healthy foods, and fostering strong community ties.

According to a Health Assessment completed in 2013 by Kaiser Permanente, almost 29 percent of Baldwin Park residents are overweight, and another 25 percent are considered obese. When compared with other San Gabriel Valley jurisdictions, Baldwin Park has one of the highest percentages of students who are obese (40.7 percent). Data from the 2013 Health Assessment shows that stakeholders attribute the prevalence of obesity/overweight to a lack of nutrition education, lack of access to healthy food options, and increased consumption of large amounts of sugar, processed foods, fast foods, and sugary drinks.

Nearly a quarter of Baldwin Park residents aged 45 years and older have been diagnosed with diabetes. Asthma hospitalizations for adults in Baldwin Park exceed the State average by over 38 percent. Other chronic diseases of concern include hypertension (high blood pressure) and cardiovascular (heart) disease. Low infant birth weight, which is often linked

*A variety of recreational programs aimed at improving the health of the City’s residents are offered at City parks. Morgan Park is the City’s largest community park and offers active and passive recreational areas, including a water play area, playground equipment, sports fields, outdoor amphitheater, picnic shelters, and indoor recreation areas.*



with infant mortality rates, is higher in Baldwin Park than surrounding jurisdictions and exceeds the county average. Despite these statistics, mortality rates are generally lower in Baldwin Park, largely due to the relatively younger age of the total population. As our children age, we must ensure they are provided adequate education, information, and resources to manage their health issues and help reduce the incidence of chronic diseases.

The movement toward a healthy and sustainable Baldwin Park is well underway, as indicated by the extensive plans and initiatives already in place (Table HS-1). These achievements are a result of collaborative partnerships between the City of Baldwin Park and multiple partners, including public health departments, academic institutions, private institutions, and neighboring cities and counties. We will continue on this path and focus on readily implementable action steps to create a better tomorrow for the next generation.

**Table HS- 1: Health and Sustainability Plans and Programs as of 2014**

Our City	Our Environment	Our Health
Plan to Improve Corridors and Neighborhood Connections (2010)	Green Building Code	Parks Master Plan, fitness equipment in parks, Teen Center, and agreements with schools to use fields after hours
Complete Streets Policy (2011)	Energy Audits and Improvements at City Hall and community facilities	Tobacco Retail Licensing and No Smoking Policies
Transit Center construction (2014)	Energy-efficient fixtures in street and traffic lights	Healthy Eating, Active Communities Initiative
Safe Routes to School Master Plan (2014)	Prepared Energy Action Plan	Healthy Policy Yields Healthy Minds Initiative
Road improvements on N. Maine Avenue and Olive Street, adding bike lanes and pedestrian enhancements (2014)	Electric car charging stations at the Transit Center	HEAL (Healthy Eating Active Living County Public Health Grant) Food Procurement Project
Nonmotorized Active Transportation Plan for Downtown	Solar Panels on the Community Center	Healthy Selection Program
San Gabriel Valley Bike Master Plan	Baldwin Park Unified solar panels on parking shade structures	Breast feeding Policy
Downtown Transit-Oriented Development (TOD) Specific Plan	Go Green Baldwin Park (partnership with Edison)	Drive-through Moratorium
Commuter Bikeways Along Walnut Creek Wash and Ramona	CNG bus replacement on local and dial-a-ride buses	Senior Lunch Program
Sidewalk Retrofits	Tree City USA designation	Before and After School Care (BASiC) program





## RELATED PLANS AND PROGRAMS

This Health and Sustainability Element builds upon planning initiatives started by the City in 2002 with adoption of a new General Plan. The Land Use and Urban Design Elements created the original vision for mixed-use centers and pedestrian-friendly developments, with clear direction for an exciting center in Downtown Baldwin Park. The Circulation Element identified proposed new bike lanes and introduced the idea of multi-modal consideration. The Open Space and Conservation and Air Quality Elements set forth sustainability goals and policies related to water, energy, natural resources conservation, and pollution reduction. More than a decade after these Elements were adopted, this Health and Sustainability Element was crafted to take these goals further, and to identify concrete implementation actions to turn our vision into a reality. The matrix on the following page shows the relationship between this Health and Sustainability Element and the other General Plan elements.

**Table HS- 2: Framework Relationship to the General Plan and Other Plans**

Primary Focus  Secondary Focus

GENERAL PLAN ELEMENTS AND CITY DOCUMENTS													
HEALTH AND SUSTAINABILITY ELEMENTS	Land Use	Urban Design	Economic Development	Circulation	Housing	Open Space and Conservation	Public Safety	Noise	Air Quality	Draft Living Streets Manual	Complete Streets Policy	Parks Master Plan	Design Guidelines
<b>Our City</b>													
Compact and Equitable Development													
Getting Around: Walking, Biking and Using Transit													
Modern and Green Infrastructure													
Community Safety													
Building Smart Buildings													
<b>The Environment</b>													
Reduce, Reuse, Recycle and Compost													
Energy Conservation and Alternative Energy													
Being Water Wise													
Appreciating and Enhancing the City's Natural Features													
Contributing to Improved Air Quality													
Addressing Climate Change													
Good Chemistry: Environmentally Friendly Products													
<b>Our Health</b>													
Parks: Places to Play and Relax													
Move It! Recreation for All Life Stages													
Health Education: It Starts With the Kids													
Access to Healthy Foods													
Eat Local: Community Gardens and Urban Agriculture													
Addressing Health Care Needs													
Healthy Building and Places (e.g., anti-smoking campaigns, construction approaches)													

## GOALS, POLICIES, AND IMPLEMENTATION ACTIONS

To achieve our goals to create a healthier, greener, and stronger Baldwin Park, our focus must be on action. Annually, the City will review the following performance measures to track progress towards increasing environmental sustainability, economic prosperity, and health outcomes across the city.

**Table HS-3: Health and Sustainability Performance Measures**

Performance Measure	Annual Goal
Miles of on-street bikeways defined by streets with clearly marked or signed bicycle accommodation	One mile
Miles of streets with pedestrian accommodation	One mile
Number of missing or non-compliant curb ramps along streets that are repaired	Five
Number of street trees planted	10
Percentage of new street projects that are multi-modal	All (as directed by Circulation Plan and CIP)
Number and severity of pedestrian-vehicle and bicycle-vehicle crashes	Decrease by 10 percent
Number of pedestrian-vehicle and bicycle-vehicle fatalities	Zero
Baldwin Park Unified School District students physical activity levels (Fitnessgram data)	Increase by 10 percent
Percentage of children walking or biking to school	Increase by one percent
Sales tax revenue	Increase by two percent
CalEnviroScan pollution rankings	Decrease by five percent
Chronic disease incidence	Decrease by five percent

*Green open space provides recreational opportunities for a variety of activities, including leisurely picnics or more active play.*



## Health and Sustainability

Sustainability is achieved through careful planning to meet the needs of the present generation without compromising the ability of future generations to meet their own needs. Across the United States, communities are implementing a variety of urban sustainability initiatives to reduce greenhouse gas emissions and create a better environment. These initiatives recognize that community health, ecological health, and economic health are integrally tied and should be supported together. The physical structure of our city —our buildings, parks, and transportation corridors—has a significant impacts on our ability to achieve resource efficiency and improvements in public health, social networks, and economic vitality.

### Goal HS-1. Create a healthy and sustainable Baldwin Park.

**Policy 1.01:** Provide comprehensive organizational and policy-based support to coordinate and implement sustainability and health initiatives.

**Policy 1.02:** Emphasize the importance of public health and environmental sustainability in land use planning, infrastructure planning, and City policy and program implementation.

**Policy 1.03:** Support and encourage citywide initiatives that increase opportunities for active lifestyles and contact with nature.

**Policy 1.04:** Centralize and coordinate the City’s sustainability and health efforts to ensure active progress.

**Action HS-1.1:** Assign and/or hire a dedicated City staff member responsible for implementing City-led health and sustainability initiatives, and identifying grants and funding sources.

**Action HS-1.2:** Establish a “green team” of representatives from each City department to implement health and sustainability initiatives, and to monitor departmental success toward reducing environmental impacts of City operations.

**Action HS-1.3:** Annually monitor and report the City’s progress toward meeting its health and sustainability goals.

**Action HS-1.4:** Continue to work and partner with other organizations — including the California Center for Public Health Advocacy (CCPHA), Los Angeles County Department of Public Health (LADPH), Kaiser Permanente, League of California Cities, and Baldwin Park Unified School District (BPUSD) — to develop and support health and sustainability initiatives and programs for the community. Monitor resident engagement.

## Our City

### Compact and Equitable Development

“Compact development” refers to a development approach that incorporates higher densities that maximize the use of land. “Equitable development” refers to development that minimizes displacement of existing residents and increases the diversity and vitality of communities by providing a variety of housing options and destinations.

As our population ages, and as energy prices and the environmental consequences of burning fossil fuels continue to rise, we anticipate an increased demand for housing near jobs centers, transit, and other places where transportation options are easy and affordable. Often referred to as “transit-oriented development” (TOD), this type of development is generally compact, mixed-use (combining residential with commercial uses), and within walking distance (usually about half a mile) of high-quality transit. Residents of transit-oriented developments can often choose to drive less because they have convenient access to public transportation and safe streets. Equitable TOD offers a mix of housing choices affordable to people with a range of incomes. Providing affordable housing near transit can significantly lower combined housing and transportation costs, which can claim 55 to 60 percent of the household incomes of working families. These efforts can also enhance the City’s overall economic vitality by creating a desirable place where people and businesses want to be.



Train travel - A great way to reduce your carbon footprint

**Goal HS-2. Provide for compact, walkable neighborhoods and business districts both within and beyond Downtown.**

**Policy 2.01:** Continue to reinvent Downtown as the civic core, with complementary higher-intensity uses, businesses with both local and regional draws, convenient transit access, easy biking and walking, and public events.

**Policy 2.02:** Require that street and development design create a strong identity using architecture, landscaping, streetscaping, public art, and signage that reflect the community and neighborhood.

**Policy 2.03:** Encourage a range of housing options and sizes to accommodate a variety of community needs.

**Action HS-2.1:** Focus efforts on developing a transit-oriented district in Downtown to maximize access to the Metrolink station and Transit Center.

**Action HS-2.2:** Encourage creation of a Downtown Business Improvement District (BID) to fund localized improvements.

**Action HS-2.3:** Pursue transit and pedestrian improvements near areas designated Mixed Use in the Land Use Element, including upgraded bus stop amenities and crosswalk improvements.

**Action HS-2.3:** Continue to implement the Citywide Design Guidelines to create more walkable streets and neighborhoods.

**Action HS-2.4:** Encourage new development within the Downtown to provide public open spaces and plazas.



### Getting Around: Walking, Biking, and Using Transit

“Complete streets” are streets designed for safe use by everyone – pedestrians, bicyclists, drivers, and transit riders. Baldwin Park’s Complete Streets policy has been recognized as one of the strongest in the nation. Our Complete Streets policy creates standards and design criteria for all future roadway improvements to accommodate many travel modes to all locations in the city.

“The City of Baldwin Park will create a safe and efficient transportation system that promotes the health and mobility of all Baldwin Park citizens and visitors by providing high-quality pedestrian, bicycling, and transit access to all destinations throughout the city, and will design its streets for people, with beauty and amenities. The City of Baldwin Park will provide for the needs of drivers, transit users, bicyclists, and pedestrians of all ages and abilities in all planning, design, construction, reconstruction, retrofit, operations, and maintenance activities and products.

The City of Baldwin Park will enhance the safety, access, convenience, and comfort of all users of all ages and abilities. The City understands that children, seniors, and persons with disabilities will require special accommodations.”

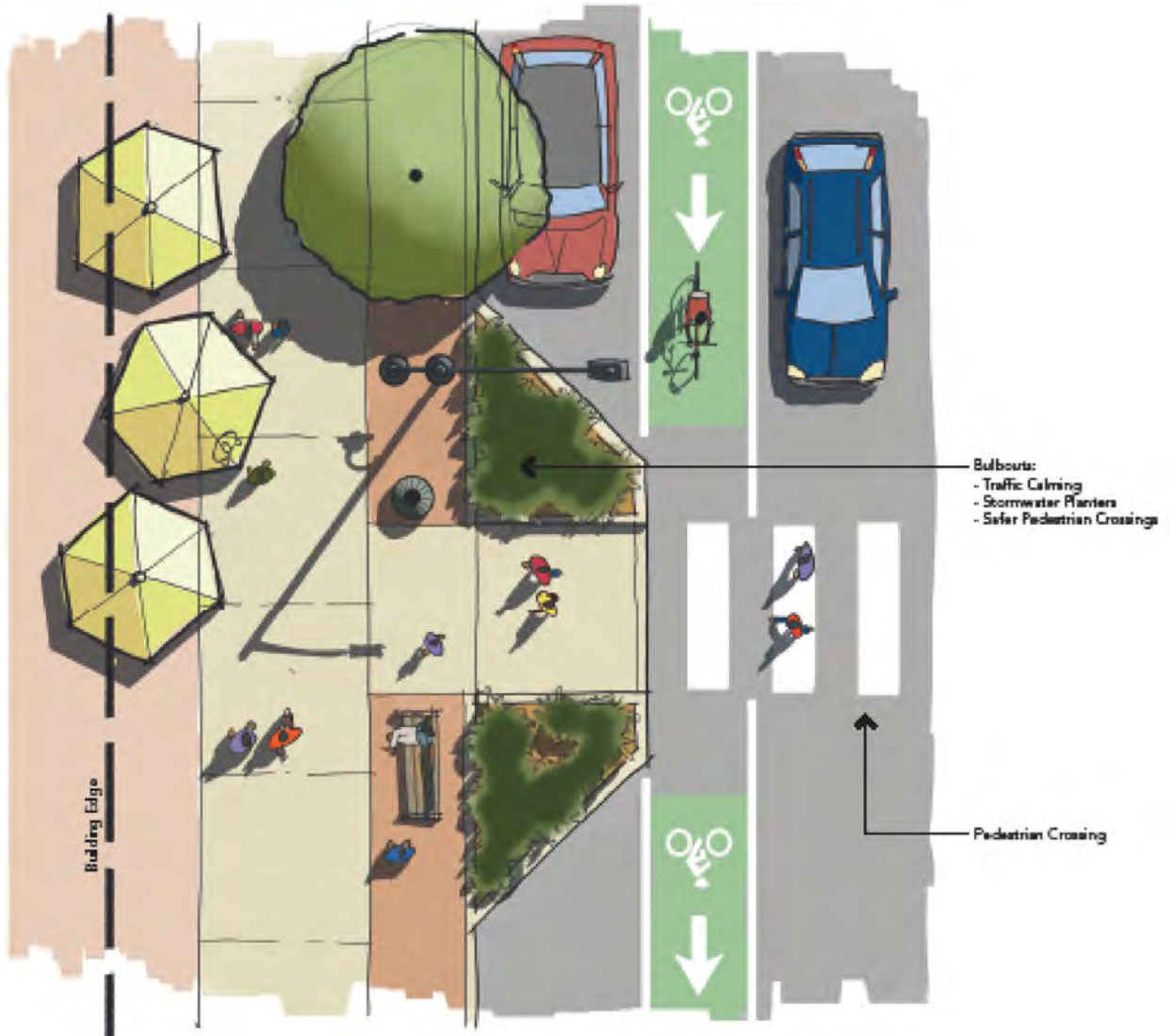
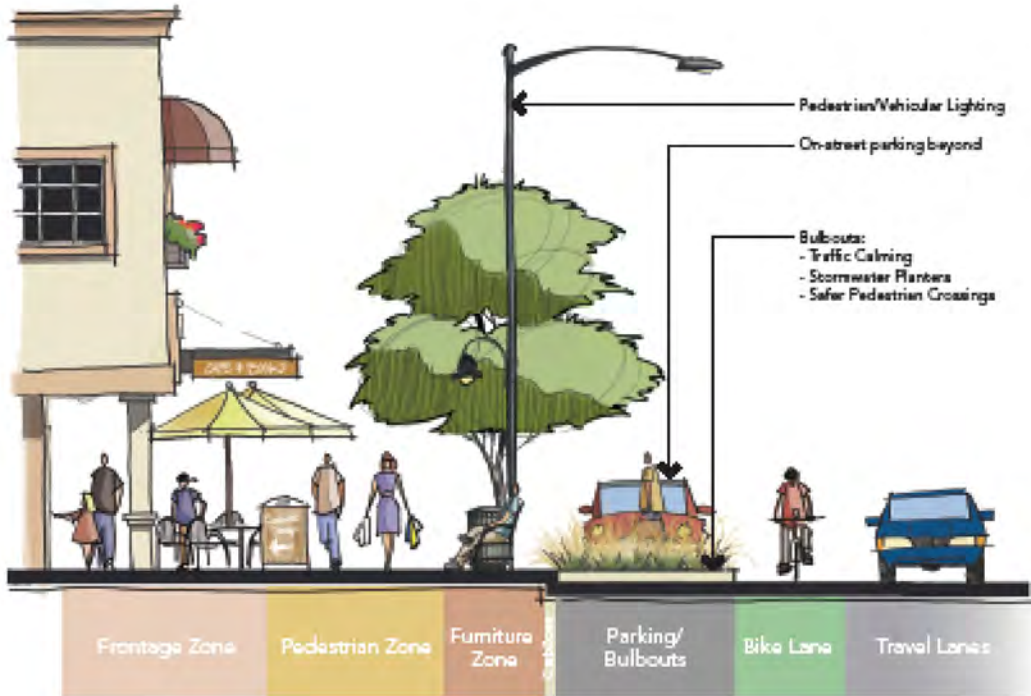
– Baldwin Park Complete Streets Policy, adopted 2011

The graphic on the following page illustrates how frontage and street improvement can be integrated to create attractive, functional streetscapes.

*Safe streets provide an inviting environment for people and include pedestrian amenities such as shade and seating, and help improve safety of bicyclists and pedestrians by including clearly identified bike lanes and pedestrian crosswalks.*



4  
Goals + Policies



Attachment: MIG\_City of Moreno Valley\_Engage Moval Proposal (3262 : ACCEPTANCE OF THE TRANSFORMATIVE CLIMATE COMMUNITIES



### Goal HS-3. Create an attractive, safe, efficient network of pedestrian, bicycling, and transit routes.

**Policy 3.01:** Build a network of complete streets that provides space for living, walking, and biking—not just for driving.

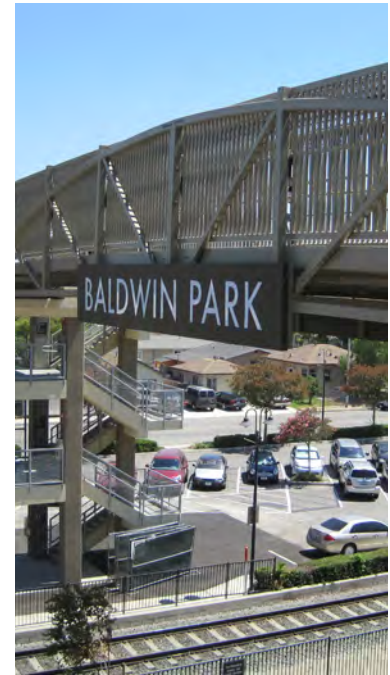
**Policy 3.02:** Promote bicycling as a primary mode of transportation and as part of a larger transportation system.

**Policy 3.03:** Prioritize creating safe, pleasant walking routes citywide.

**Policy 3.04:** Promote and expand transit service throughout the City, especially in underserved areas.

**Policy 3.05:** Serve as a model to local businesses by increasing the use of transit, biking, and walking as primary modes of transportation by City staff.

- Action HS-3.1:** Implement the Complete Streets Policy.
- Action HS-3.2:** Adopt and implement the Living Streets Manual designed for the City of Baldwin Park.
- Action HS-3.3:** Implement traffic-calming improvements, particularly near schools, parks, and senior centers, including improved roadway design, clearly marked crosswalks and bike lanes, speed bumps, median islands, and other traffic-calming measures.
- Action HS-3.4:** Implement the Safe Routes to School (SRTS) Master Plan. Fund and construct short-term devices identified in the Plan, and actively pursue grants for the more extensive infrastructure projects. Assist and support SRTS committees at schools to coordinate ongoing education, encouragement, and enforcement.
- Action HS-3.5:** Develop signage and tailored wayfinding tools oriented to walkers, bikers, and drivers.
- Action HS-3.6:** Support efforts to develop and implement a San Gabriel Valley Regional Bike Master Plan. With partner cities El Monte, South El Monte, Monterey Park, and San Gabriel, implement the SGV Bike Master Plan.
- Action HS-3.7:** Construct commuter bikeways along the Walnut Creek Wash and Ramona Boulevard.
- Action HS-3.8:** Provide additional bicycle facilities such as bicycle parking and locker rooms at major transit hubs.
- Action HS-3.9:** Incorporate bike lanes, "sharrows," bike boxes at intersections, and bike intersection crossings in road improvements.
- Action HS-3.10:** Require installation of bicycle parking at new commercial and multi-family residential buildings.
- Action HS-3.11:** Promote Bike to Work Day.
- Action HS-3.12:** Support education and safety awareness for both cyclists and drivers, encouraging users to share the road and comply with traffic laws. Education materials should be multilingual (English, Spanish, Cantonese).



Overhead pedestrian bridge between the Transit Center and the Metrolink Station. The Transit Center is a multimodal facility served by Metro, Metrolink, Foothill Transit, and Baldwin Park Transit.



- Action HS-3.13:** Consider having a “Ciclovia” or bike rodeo events to encourage people to walk and bike in the community.
- Action HS-3.14:** Prioritize ADA ramp improvements near all schools, parks, and transit stops.
- Action HS-3.15:** As part of street improvement projects, provide pleasant places to rest along main pedestrian routes.
- Action HS-3.16:** Develop a pedestrian improvement plan that identifies necessary improvements throughout the City and establishes a priority system based on highest levels of pedestrian traffic and most deteriorated infrastructure.
- Action HS-3.17:** Provide and maintain shade/street trees and appropriate lighting along the whole length of priority pedestrian routes, including Maine Avenue, Ramona Boulevard, and Baldwin Park Boulevard.
- Action HS-3.18:** Ensure that transit stops are comfortable, safe, and well-lighted.
- Action HS-3.19:** Improve access and connections to public transit by linking the transit centers to bicycle and pedestrian networks.
- Action HS-3.20:** Prioritize safety improvements at railroad crossings, especially for cyclists and pedestrians.
- Action HS-3.21:** Provide City staff with incentives for using alternative forms of transportation such as transit discounts and vouchers, carpool programs, and car sharing options.
- Action HS-3.22:** Provide bikes for the use of City workers on City business.

**Modern and Green Infrastructure**

Rainwater that washes over our streets and sidewalks contains pollutants left behind from our daily activities (motor oil from our cars, grease from industrial activities, and pesticides from lawns and gardens). If left untreated, the rainwater carries those pollutants directly into our local rivers and eventually to the ocean. We can come into contact with these pollutants through our drinking water and when we swim in rivers, lakes, and oceans.

*Stormwater infiltration planters, also called Rain Gardens, are an effective way to remove pollutants from stormwater, improving stormwater quality and reducing stormwater volume.*



“Green infrastructure” uses natural landscaping to collect, filter, and cleanse polluted runoff by mimicking natural processes where rainfall evaporates, is taken up by plants, or drains into the soil. Almost any type of street can be “greened,” including major thoroughfares, local neighborhood streets, and alleys around commercial areas.

Green streets also improve air quality by capturing small particles of pollution and reducing “heat islands” that occur when concrete and asphalt are heated during hot weather. They can make our streets more enjoyable to walk along and calm traffic, making walking and biking safer and more enjoyable. Green streets can also reduce the risk of localized flooding and the need for more costly traditional “grey” infrastructure—such as expanded sewer systems and water treatment facilities—to handle runoff.

Elements of green infrastructure can include sidewalk planters, tree boxes, landscaped medians and parkways, and permeable paving. The plants and soils used in green infrastructure landscaping are specifically chosen to help filter and break down pollutants. Green street designs may also reduce the amount of hard surface by narrowing the street. While these projects can be large and complex, there are many simple and cost-effective measures that can be implemented incrementally.

Baldwin Park is built on soil that migrated to its current location through millions of years of rainwater and streams running into the San Gabriel Valley. As a result, the soil has a high sand content and excellent drainage properties. Development in Baldwin Park has covered much of this soil with pavement and buildings, which keeps water from seeping into the ground. This often results in ponds of “urban slobber,” a term for run-off that pools along curbs and in pavement depressions from irrigation waste, car washing, and light rainfall. Urban slobber accumulates pollutants into small concentrated ponds of contamination. The City can increase the infiltration of stormwater and urban runoff using Low Impact Development (LID) techniques.

Low Impact Development, or LID, works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features and minimizing impervious surfaces to create functional, attractive site drainage that treats stormwater as a resource rather than a waste product.

### Goal HS-4. Increase the efficiency and sustainability of public and private infrastructure in Baldwin Park.

- Policy 4.01:** Reduce the amount of impermeable surfaces citywide.
- Policy 4.02:** Incorporate Low Impact Development (LID) techniques in the design and upgrade of public infrastructure.
- Policy 4.03:** Increase the amount of public and private open space via parklets in parkways and parking lots.

- Action HS-4.1:** Develop a city-wide approach to stormwater management that takes advantage of excellent local soil infiltration environment, including bottomless catch basins; porous concrete gutters; pervious pavers at intersections, crosswalks, and in park hardscapes; linear bioinfiltration strips in parkways and building setbacks; and rain gardens with dry wells.
- Action HS-4.2:** Incorporate LID retrofits in all future road improvements, as right-of-way and conditions permit. For example, retrofit permeable concrete gutters that percolate the run-off into the ground and add curbside features, such as diversion bioswales, and modular planter box filters.



The soils underneath Baldwin Park have a high (20%) filtration rate, creating great conditions for capturing runoff and “urban slobber” for groundwater recharge.



*Low-water-use plant materials can be attractive and sustainable.*

- As feasible and necessary, incorporate dry wells next to or inside catch basins to reduce urban slobber.
- Action HS-4.3:** Establish an eco-district where green infrastructure improvements are first prioritized, providing an educational foundation for future projects.
- Action HS-4.4:** Continue to require all new development projects that exceed \$25,000 to install LID technologies to treat, capture, and infiltrate stormwater and urban runoff on site, where it lands.
- Action HS-4.5:** Require the use of permeable paving for parking lots, streets, driveways, pathways, etc.
- Action HS-4.6:** Replace existing alleys surfaces with pavers that allow infiltration and/or permeable concrete and asphalt.
- Action HS-4.7:** Work to mitigate irrigation practices that result in overspray and collection of runoff in gutters.
- Action HS-4.8:** Develop a system that facilitates neighbors reporting violators of water conservation requirements with “polite warnings”.
- Action HS-4.9:** Require all new developments to utilize LID strategies, including rain gardens, bioswales, stormwater filters and screens for storm drains, in-ground infiltration using dry wells and infiltration trenches, and water recycling facilities, with the goal of retaining and treating all stormwater on site.
- Action HS-4.10:** Provide incentives for property owners to retrofit existing parking lots to increase stormwater capture.
- Action HS-4.11:** Continue to explore sidewalk and planting technologies that contribute to sidewalk longevity and reduce cracks and uplifting due to tree roots.
- Action HS-4.12:** Prioritize green infrastructure improvements in development focus areas identified in the Land Use Element, beginning with Downtown.
- Action HS-4.13:** Focus LID retrofits, street trees, road diets, and bike routes, as feasible, in the eco-district.
- Action HS-4.14:** Develop educational tools to promote LID and the variety of available green infrastructure tools.
- Action HS-4.15:** Participate in Park(ing) Day, transforming metered parking spots into temporary public parks.
- Action HS-4.16:** Reach out to community leaders and businesses to spark interest in sponsorships and maintenance of parklets.

## Community Safety

Community safety in Baldwin Park falls under the purview of the Police Department and is supported by all City departments. The built environment has an important impact on community safety. Streets, parks, and other public areas that feel or look unsafe may encourage crime, and are not attractive as places to walk or exercise. Crime Prevention Through Environmental Design (CPTED) techniques can be used to increase public safety through natural surveillance (“eyes on the street”) and ease in continued maintenance. Reducing crime enhances our living and business environments. A low crime rate attracts new businesses and gives residents a greater sense of security and community pride.

**Goal HS-5. Design the physical environment in Baldwin Park to positively influence human behavior, reduce crime, and increase people on the streets.**

**Policy 5.01:** Create safe environments along City streets, in parks, and throughout Baldwin Park through appropriate lighting, signage, and CPTED building approaches.

**Action HS-5.1:** Review development applications and encourage CPTED techniques and active surveillance measures in high-risk areas such as parking lots.

**Action HS-5.2:** Provide natural surveillance through park and open space design.

**Action HS-5.3:** Keep programs in place that provide for prompt graffiti removal.

*Streets designed to increase pedestrian and bicycle traffic help to deter crime and increase public safety.*



## Our Environment

### Reduce, Reuse, Recycle, and Compost

In the U.S., we create over 1,500 pounds of trash per person annually. Only 35 percent of that waste is recycled. California has established a target for each city to recycle or reuse a minimum of 75 percent of its solid waste by 2020 (from a baseline year of 1989).

The cycle of creating and disposing of trash is hugely inefficient because we make and destroy almost identical products again and again, consuming huge quantities of energy and materials, and creating pollution as a by-product. Disposing of our waste is also becoming increasingly expensive as landfills close and waste has to be transported over great distances for disposal.

Recycling and waste reduction programs can have quick and positive impacts on the environment. Waste reduction and reuse can also reduce costs for disposal; provide new sources of materials for construction, manufacturing, and processing industries; and create local jobs. The best way to make a substantial reduction in waste is to encourage environmentally responsible behaviors, especially in our children.



Compost bins reduce overburdened landfills and produce soil rich in nutrients which can be used as a natural fertilizer.

**Goal HS-6. Increase composting, recycling, and source reduction citywide to meet or exceed the mandates of AB 939.**

- Policy 6.01:** Encourage residents and businesses to take an active role in reducing consumption and increasing the recycling, reuse, and composting of materials.
- Policy 6.02:** Reduce consumption and increase recycling and reuse of materials in City operations.
- Policy 6.03:** Place an emphasis on waste diversion and recycling in the award of City contracts to service providers.

- Action HS-6.1:** Expand the availability of recycling bins at municipal facilities, public parks, and recreational spaces. As necessary, increase the size, durability, and range of materials accepted. Encourage children to get involved and decorate bins with local children’s art.
- Action HS-6.2:** Continue the Clean Cart Challenge, and continue to work with contracted waste and hauling service providers to identify additional incentives to recycle, compost, and reuse.
- Action HS-6.3:** Establish a Green Infrastructure Zone.
- Action HS-6.4:** Continue to implement programs that encourage waste product reuse and recycling amongst industrial and commercial businesses in the city.
- Action HS-6.5:** Provide incentives to encourage residents to compost, such as free compost bins.
- Action HS-6.6:** Continue the “Pay as you Throw” program, where the size of the trash cans provided dictates the trash bill.



- Action HS-6.7:** Facilitate e-waste and hazardous waste recycling events to make it easy to dispose of these products legally.
- Action HS-6.8:** Continue to require all new commercial, industrial, and multifamily development to provide enclosures that accommodate recycle and trash bins.
- Action HS-6.9:** Work with local contract waste haulers to develop a pilot program for local restaurants to participate in a food service waste pick-up program.
- Action HS-6.10:** Consider a pilot FOG (Fats-Oils-Grease) program to capture restaurant and other business fats, oils, and grease waste for use by third parties and conversion to alternative fuels. Reach out to local businesses to encourage their participation.
- Action HS-6.11:** Continue to host bilingual educational events to increase environmental awareness, such as Earth Day events and “Make it Recycled” fairs, that promote community members who reuse potential waste materials to make crafts, artwork, and practical items.
- Action HS-6.12:** Consider adopting a plastic bag ban to reduce plastic waste, in conformance with applicable state laws.
- Action HS-6.13:** Explore opportunities to reduce consumption and increase reuse of materials, vehicles, and equipment in City operations.
- Action HS-6.14:** Reach out to local businesses to identify economies of scale that can be created by linking different businesses’ consumption and recycling needs through outreach efforts (e.g., Recycling Ambassadors and residents trained to visit businesses to conduct environmental waste audits).

*Transit Oriented Development—where a mix of uses such as high-density residential, shopping, and professional services are located near public transit—facilitates pedestrian activity and reduces the reliance on automobiles. Fewer vehicles on streets and roadways result in less traffic congestion, lower vehicle emissions, and overall better air quality.*







Solar panels on top of the Baldwin Park Unified School District office.

## Energy Conservation and Alternative Energy

We use a tremendous amount of energy to power our modern lives. Energy is used in many forms, including liquid fuels for transportation and electricity and natural gas for buildings and industry. Conserving energy and utilizing alternative or low-carbon fuels and power reduces the environmental impact of our energy use by reducing greenhouse gas emissions. Energy costs are also a big component of household, business, and City costs. Energy efficiency and conservation measures are proven ways to save money and resources. For example, replacing old fixtures in local streetlights with energy-efficient LED (light emitting diodes) lights reduces energy consumption by two thirds, improves street safety, and saves money.

### Goal HS-7. Reduce greenhouse gas emissions citywide by reducing energy use and reliance on fossil fuels.

- Policy 7.01:** Lead by example and reduce energy use in municipal operations.
- Policy 7.02:** Support the use of energy-efficient design and renewable energy technologies in public and private development projects.
- Policy 7.03:** Promote energy-efficient retrofit improvements in existing buildings.
- Policy 7.04:** Increase public awareness about climate change, and encourage residents and businesses to become involved in improvement projects and lifestyle changes that help reduce greenhouse gas emissions.
- Policy 7.05:** Partner with local energy providers to provide energy audits and public education about energy efficiency, conservation methods, and the financial benefits of conservation.

- Action HS-7.1:** Implement an Energy Efficient City Plan that evaluates and prioritizes best practices for increasing the energy efficiency of City operations.
- Action HS-7.2:** Perform energy audits of existing City operations and maintenance practices on a regular basis to identify and implement energy savings measures.
- Action HS-7.3:** Continue to replace City operating systems as needed with energy-efficient alternatives.
- Action HS-7.4:** Continue to explore opportunities to generate energy on City properties, including installation of solar panels.
- Action HS-7.5:** Investigate the costs and advantages of installing dual-paned windows in municipal facilities, and act upon the findings.
- Action HS-7.6:** Adopt the Energy Action Plan prepared in conjunction with the San Gabriel Valley Council of Governments. Implement identified actions and strive to meet performance targets identified in the Energy Action Plan.
- Action HS-7.7:** Promote and advertise State and local programs that provide low-interest loans or rebates to property owners for the installation of energy efficiency improvements or renewable energy devices.

**Action HS-7.8:** Explore funding opportunities to help the City make upgrades that increase conservation efforts (e.g., purchase of street lights and investments in new technology).

## Using Water Wisely/Protecting Water Quality/Stormwater Management

We rely on clean water for drinking, cooking, and cleaning and for industrial processes. Water is a precious resource in Southern California, which has limited annual rainfall and relies upon distant water sources to meet our increasing demands. When we talk about water and the environment, concerns generally relate to use efficiency, water quality, and water availability.

Water use efficiency, often referred to as water conservation, is a key factor in reducing water demand, controlling costs associated with water use, and mitigating environmental impacts of stormwater and sewer outflows. Water conservation measures can include use of low-flow faucets, toilets, and showerheads; installation of drought-tolerant landscaping and efficient irrigation systems; and designing buildings to recover and reuse water, or convey it to a treatment center for recycling. As with all conservation efforts, these measures are only half of the solution—the other half is education and our individual action. Take shorter showers, turn the faucet off, and find and fix leaks. In addition, energy is used to convey, pump, distribute, treat, and heat water, so saving water also saves energy and reduces greenhouse gas emissions.

Water quality is a major concern for our community, especially since Baldwin Park relies on groundwater for its drinking water. Baldwin Park overlies the San Gabriel Valley Basin, where groundwater was contaminated through decades of improper chemical handling and disposal practices by industries producing rocket fuel and solvents. This contamination created a polluted aquifer, which has been designated by the U.S. Environmental Agency (EPA) as a Superfund site. The City of Baldwin Park has worked closely with the EPA to establish a plan to clean up the site and provide clean drinking water to Baldwin Park residents. Four pumping and treatment centers in the Baldwin Park area work to provide clean water to 100,000 homes.



*Drought-tolerant landscaping at the Transit Center*

### Goal HS-8. Achieve a high level of water conservation, and continue to improve the quality of local groundwater.

**Policy 8.01:** Promote drought-tolerant landscaping and water conservation technologies and techniques.

**Policy 8.02:** Protect and restore above and below ground water bodies from the negative impacts of stormwater pollution. (See also Modern and Green Infrastructure.)

**Policy 8.03:** Reduce the amount of impervious surfaces in the City through selection of materials, site planning, and street design.

**Action HS-8.1:** Develop a native and drought-tolerant planting palette for use by local developers, with a focus on the physical and climatic context and corresponding maintenance needs.

**Action HS-8.2:** Install drought-tolerant landscaping and water-conserving irrigation systems at City facilities, medians, and parkway strips to reduce water use and maintenance costs.

**Action HS-8.3:** Require that all newly installed private landscaping covering more than 1,000 square feet install drought-tolerant landscaping and water-conserving irrigation systems.

**Action HS-8.4:** Identify funding sources to provide incentives to local property owners to remove lawn/turf areas and replace them with drought-tolerant landscaping or other approved materials.

**Action HS-8.5:** Encourage the use of high-efficiency irrigation technology, and allow recycled site water to be used for irrigation.

**Action HS-8.6:** Explore opportunities for more actions using treated or raw well water for park irrigation.

**Action HS-8.7:** Consider adopting an ordinance that requires the installation of water-efficient fixtures upon the sale of a property.

**Action HS-8.8:** Increase awareness and involve the public in addressing water runoff problems associated with daily activities.

**Action HS-8.9:** Work with new development projects to increase on-site water infiltration and storage, and to preserve, restore, or incorporate natural drainage systems into the site design for the project.

**Action HS-8.10:** Require contractors to comply with approved stormwater pollution prevention planning practices for all projects.

**Action HS-8.11:** Conduct routine inspections of construction sites to check for proper erosion control methods during construction activities.

**Action HS-8.12:** Consider revising the Water Conservation Ordinance to allow the use of artificial turf for landscaping purposes.

**Action HS-8.13:** Coordinate a fixture exchange program to help residents increase conservation efforts.

**Action HS-8.14:** Support educational programs that teach children ways to conserve water.

## Appreciating and Enhancing the City's Natural Features

Spending time outdoors can reduce stress, increase concentration, encourage exercise, and improve health. Natural areas and greenery also increase property values, create a sense of place, and make being outside more enjoyable.

Our parks and open spaces are well loved by Baldwin Park residents and visitors. However, these areas are limited, and we continually seek ways to make our existing outdoor space maximally beneficial for our community.

**Goal HS-9. Protect and enhance natural features in Baldwin Park to beautify the City, take advantage of ecological services, and build a community connection to the larger ecosystem.**

- Policy 9.01:** Support and expand the planting and maintenance of trees in the community to provide shade, beautify the City, build a sense of place, and increase carbon sequestration.
- Policy 9.02:** Educate the community on our place in a larger ecosystem.
- Policy 9.03:** Implement and encourage sustainable landscape design and maintenance practices.

**Action HS-9.1:** Develop an Urban Greening Citywide Strategy/Urban Forest Plan that includes a citywide tree planting program. The plan should establish a canopy cover goal and a comprehensive street tree palette. In crafting the plan, consider General Plan goals, including pedestrian orientation and complete streets concepts. Species selection shall prioritize those

*Urban greenery and street trees provide aesthetic, social, and environmental benefits.*





- tree types that have the ability to provide sufficient shade, reduce pollutants, produce oxygen, reduce stormwater runoff, retain moisture, minimize impact to sidewalks, have few known disease and insect pests, and acceptable fruit and flower litter. Establish tree criteria (such as minimum number of trees for street frontage) for new development and redevelopment projects, and to facilitate canopy cover on streets and parking areas.
- Action HS-9.2:** Where appropriate, plant trees in available public right-of-way locations, per the Urban Greening Strategy. Research, invest in, and manage challenges associated with planting street trees in narrow parking strips.
  - Action HS-9.3:** Consider creating an Urban Forestry Advisory Subcommittee within the Recreation and Community Services Commission.
  - Action HS-9.4:** Maintain the City’s Tree City USA designation, and continue yearly celebration of Arbor Day.
  - Action HS-9.5:** Continue to enforce all ordinances pertaining to tree protection and preservation.
  - Action HS-9.6:** Through educational workshops, seminars, and printed products, encourage property owners, residents, and community organizations to plant and maintain trees.
  - Action HS-9.7:** Identify funding sources to provide residents with free trees to provide shade on their property and reduce energy costs in the summer.
  - Action HS-9.8:** Develop educational materials and a wayfinding system for natural areas, open space, and parks in the City.
  - Action HS-9.9:** Support efforts that increase public awareness about the benefits of connecting children and adults to nature.
  - Action HS-9.10:** As feasible, incorporate unstructured natural settings in public play areas, schools, and other learning environments.

**Contributing to Improved Air Quality**

As discussed in detail in the Air Quality Element, Southern California has historically experienced high levels of air pollution. While significant strides have been made since the 1970s in the reduction of smog (the federal Clean Air Act was passed in 1970), air quality remains a significant issue. Health risks are associated with air pollutants such as ozone, carbon monoxide, sulfur dioxide, lead, nitrogen oxides, and small particles (“particulate matter”) of dust and pollution that remain in the air we breathe. In addition, these and other pollutants—especially carbon dioxide—are known to contribute to increases in greenhouse gases that remain trapped within the Earth’s atmosphere and contribute to climate change.

It is also important to think about the quality of the air we breathe when we are inside our homes, offices, and stores in Baldwin Park. Indoor environmental pollutants and sources of pollution include radon, mold and moisture, secondhand smoke, and indoor wood smoke. Sources of pollution often can be traced to the materials and products we use, including products for household cleaning, hobbies, or pesticides; asbestos-containing insulation or building materials; furniture made of certain pressed wood products; and air fresheners. The effects of these pollutants may be experienced soon after exposure

Attachment: MIG\_City of Moreno Valley\_Engage Movel Proposal (3262 : ACCEPTANCE OF THE TRANSFORMATIVE CLIMATE COMMUNITIES

or possibly years later. Immediate responses can include irritation of the eyes, nose, and throat, headaches, dizziness, and fatigue. Long-term health impacts can include some respiratory diseases, heart disease, and cancer.

As we work toward improving local and regional air quality, we recognize that air quality is a community-wide and regional issue that does not respect neighborhood or jurisdictional boundaries. Each resident and every community throughout the region must accept a portion of the responsibility for addressing air quality problems.

The following goal and policies are complementary to those in the Air Quality Element.

## Goal HS-10. Improve indoor and outdoor air quality.

**Policy 10.01:** Incorporate air quality considerations in the purchase of City vehicles and equipment.

**Policy 10.02:** Promote the use of building materials and products that maintain healthy indoor air quality in an effort to reduce irritation and exposure to toxins and allergens for building occupants.

**Action HS-10.1:** As needed, purchase new municipal fleet vehicles and equipment that are highly fuel efficient and/or use alternative fuels or electricity.

**Action HS-10.2:** Install and maintain carbon monoxide (CO) monitors in City facilities.

**Action HS-10.3:** Encourage business owners and residents to install CO monitors in all buildings; provide incentives such as free CO monitors.

**Action HS-10.4:** Partner with local groups to support education on indoor air quality and pollutants.

**Action HS-10.5:** Explore ways to take outdoor air quality measurement samples at schools and community centers. Publish results for education purposes and to increase awareness.

**Action HS-10.6:** Provide incentives to phase out gasoline-powered leaf blowers and lawn mowers.

**Action HS-10.7:** Provide charging stations for electric vehicles (and other alternative power sources as they may emerge) at City facilities.

**Action HS-10.8:** Provide incentives, such as reduced parking standards, for new developments that provide electric vehicle charging stations (and other alternative power sources as they may emerge).

### Addressing Climate Change

Climate change is the distinct change in measures of climate over a long period of time. While natural variations and changes in climate do occur, human activities are affecting the atmosphere through emissions of greenhouse gases (GHG) and changes to the planet’s surface. Human activities that produce GHGs are the burning of fossil fuels (coal, oil and natural gas for heating and electricity, gasoline and diesel for transportation); methane from landfill wastes and raising livestock; deforestation activities; and some agricultural practices.

Greenhouse gases differ from other emissions in that they contribute to the “greenhouse effect.” The greenhouse effect is a natural occurrence that helps regulate the temperature of the planet. The majority of radiation from the sun hits the Earth’s surface and warms it. The surface in turn radiates heat back towards the atmosphere. Gases and clouds in the atmosphere trap and prevent some of this heat from escaping back into space and re-radiate it in all directions. This process is essential to supporting life on Earth because it warms the planet. However, emissions from human activities since the beginning of the industrial revolution (approximately 250 years ago) are adding to the natural greenhouse effect by increasing the gases in the atmosphere that trap heat, thereby contributing to an increase in the Earth’s temperature. Greenhouse gases produced by human activities include carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF<sub>6</sub>).

Our health may also be impacted by climate change from increased risk of heat-related deaths to flooding and hazard mitigation, changing patterns of infectious disease, decreased air quality, drought, crop failure, and food insecurity.

### Goal HS-11. Be a local leader in reducing greenhouse gas emissions and managing climate change.

**Policy 11.01:** Support local, regional, and statewide efforts to reduce emissions of greenhouse gases linked to climate change.

- Action HS-11.1:** Every five years, update the Greenhouse Gas Emissions Inventory developed as part of the Energy Action Plan.
- Action HS-11.2:** Sign the Mayor’s Climate Protection Agreement.
- Action HS-11.3:** Analyze and mitigate increases in greenhouse gas emissions during development project review, pursuant to the California Environmental Quality Act.
- Action HS-11.4:** Collaborate with climate science experts on local climate change impacts, mitigation, and adaptation to inform public policy decisions.



### Good Chemistry: Environmentally Friendly Products and Practices

Many types of products contain toxic chemicals. Household products like cleansers, paints, and lubricants may contain chemicals that are harmful when touched, exposed to air, inhaled, or eaten. Solid products, like plastics and furniture, may also produce harmful gases and dust. In addition, the way products are packaged can result in excess, unnecessary waste. Environmentally friendly products are packed to avoid excessive packaging, and the products themselves are safe to use and can be disposed of safely.

## Goal HS-12. Improve health and decrease pollution by using environmentally friendly products and practices.

**Policy 12.01:** Promote the use of environmentally friendly and local products and services.

- Action HS-12.1:** Develop and implement a municipal Environmentally Preferable Purchasing Program that gives preferred status in the procurement process to environmentally preferable products (e.g., renewable, recyclable, non-toxic).
- Action HS-12.2:** Promote the use of recycled and low-toxicity building materials in all municipal building and retrofit projects.
- Action HS-12.3:** Educate residents and businesses on how to avoid product toxicity and reduce the use of wasteful and unrecyclable packaging. Showcase methodologies for evaluating the true cost of a product over its lifetime, and identify natural/low toxic alternatives.
- Action HS-12.4:** Use integrated pest management techniques to delay, reduce, or eliminate dependence on the use of pesticides, herbicides, and synthetic fertilizers on municipal property.

Conventional cleaning products can release harmful chemicals into the environment, polluting waterways and the air. Changing to greener products for cleaning can help reduce risks associated with conventional cleaning products, as the “green” products are not corrosive and meet strict standards regarding inhalation toxicity, combustibility, and skin absorption.





All types of fitness activities occur outdoors in our parks.

## Our Health

### Parks: Places to Play and Relax

Parks and recreation are vital to the community of Baldwin Park. The City's parks and recreation facilities help create healthy living environments, enjoyable outdoor opportunities, and places for our growing and changing community to gather.

"Baldwin Park envisions optimum health and wellness for all individuals and families in the community with an interconnected and accessible system of parks, facilities, and diverse recreational opportunities that support making active and passive recreation an integral part of everyday life."

– Baldwin Park's Park and Recreation Master Plan

### Goal HS-13. Provide residents of all ages with a range of safe and accessible opportunities for recreation and physical activities.

**Policy 13.01:** Prioritize the maintenance and expansion of existing parks, recreation facilities, and open space amenities.

**Policy 13.02:** Build new park spaces and recreational facilities that respond to the community's changing demographics.

**Policy 13.03:** Facilitate pedestrian, bicycle, and transit connections to new and existing parks and recreational facilities to enhance use and access.

**Policy 13.04:** Address both actual and perceived safety concerns that create barriers to physical activity.

**Policy 13.05:** Incorporate design features in the multi-use open space network that reflect the uniqueness of Baldwin Park.

**Action HS-13.1:** Focus financial resources on improving existing parks adjacent to community hubs, including schools, senior centers, and community centers.

**Action HS-13.2:** Improve the design of existing parks through landscaping and aesthetic improvements.

**Action HS-13.3:** Establish design, landscaping, cleanliness, maintenance, and safety guidelines for parks.

**Action HS-13.4:** Strategically plant additional trees in parks and open space areas to provide additional shading and improve the aesthetic character of the City.

**Action HS-13.5:** Implement capital and non-capital projects identified in the Parks Master Plan.

**Action HS-13.6:** Continue to identify new opportunities to increase access to open spaces by creating pocket parks, greenways, and tot lots as new developments are proposed.

**Action HS-13.7:** When programming new parks and improvements to existing parks, consider installing flexible facilities that include informal natural play areas and opportunities to interact with the natural environment.



- Action HS-13.8:** Incorporate unstructured natural settings in public play areas, schools, and other learning environments.
- Action HS-13.9:** Support development of curricula that relies on hands-on experiences in natural settings.
- Action HS-13.10:** Promote joint-use agreements with the Baldwin Park Unified School District that allows school properties to be used during non-school hours to expand opportunities for physical activity for the broader community.
- Action HS-13.11:** Create pedestrian and bicycle trails to link residents to parks and open spaces.
- Action HS-13.12:** Develop signage and wayfinding tools for the public to navigate pedestrian and bicycle trails in the community.
- Action HS-13.13:** Encourage pedestrian activity and facilitate exercise by installing hydration stations and water fountains in parks and along trails.

Prioritized health needs of Baldwin Park:

1. Mental health
2. Obesity/Overweight
3. Diabetes
4. Oral Health
5. Hypertension

-Kaiser Foundation Hospital Community Health Needs Assessment (2013)

### Addressing Health Care Needs

Direct health care needs are generally addressed by governmental agencies at the county, State, and federal levels. Community-based organizations such as clinics, private health care providers, and educational institutions also work to provide affordable and convenient care. Healthcare and mental health facilities offer primary, preventative, specialty, prenatal, dental care, and substance abuse treatment and counseling services. Cities often provide

*Parks are critical to community health as they are low cost, readily available, and provide access to nature. Morgan Park gives Baldwin Park residents of all ages opportunities for physical activities, contact with nature, and connections which can lead to greater community cohesion and improved health and well being.*



emergency services, including police, fire, and paramedic services. Cities and other agencies also promote health through preventative measures, such as healthy living environments and encouraging people to lead healthy lifestyles.

The Federal Government’s Affordable Care Act is expected to have a major impact on health care access across the country by ensuring that residents are insured, and that insurance is accessible to everyone, regardless of income or medical status.

**Goal HS-14. Provide safe and convenient opportunities for all residents to improve their physical health and well-being, particularly the most vulnerable populations.**

**Policy 14.01:** Provide land use regulations that support a wide range of high-quality, accessible, and affordable healthcare and mental health facilities to meet the needs of all residents and employees.

**Policy 14.02:** Enhance access to free or low-cost, culturally appropriate mental health services to meet the needs of residents of all ages.

**Policy 14.03:** Encourage consistent and coordinated prevention services and messaging within healthcare settings and throughout the community to support healthy behaviors.



*Residents’ physical health and well-being are a product of their physical, social, and economic environment, as well as their lifestyle and behavior.*



- Action HS-14.1:** Continue to partner with health care providers (e.g., Kaiser Permanente, California Center for Public Health Advocacy, Los Angeles County Department of Public Health) and community-based organizations to ensure that all health care services are equitable, culturally sensitive, and offered at free or low-cost to ensure access by low-income communities of color.
- Action HS-14.2:** Continue to support programs that can improve public health through prevention, screening, and education about nutrition, physical activity, and substance abuse.
- Action HS-14.3:** Support and participate in initiatives that focus on reducing chronic diseases such as diabetes and hypertension by providing free or low-cost nutrition and physical activity programs.
- Action HS-14.4:** Continue to develop and support obesity/overweight prevention programs and public education campaigns geared towards all ages, particularly young children.
- Action HS-14.5:** Continue to identify and address health inequities in Baldwin Park through active monitoring of health indicators and outcomes.
- Action HS-14.6:** Enhance health promotion services and outreach among low-income, linguistically isolated households, immigrants, unemployed residents, and persons with lower levels of educational attainment.
- Action HS-14.7:** Support the efforts of federally qualified health centers or private practices to provide incentives to enroll residents of all income levels.
- Action HS-14.8:** Encourage public transit agencies to locate routes near healthcare and mental health facilities, and prioritize transit service to senior centers, assisted-living, hospice, and other care-provision facilities, as well as parks, community centers, and other health prevention and promotion sites.
- Action HS-14.9:** Provide shuttle services to health care facilities, particularly for disabled and elderly residents.
- Action HS-14.10:** Continue to implement and evaluate strategies developed through the Healthy Eating Active Communities (HEAC) initiative and ongoing efforts to improve the built environment for healthy eating and physical activity.
- Action HS-14.11:** Support efforts to educate Baldwin Park residents and employers on the benefits and services offered through the Affordable Care Act and the California Healthcare Exchange.

The Kaiser Permanente campus has a community garden it has developed in partnership with the Baldwin Park Unified School District (BPUUSD). The Moveable Feast program for fourth graders engages the students in growing, cooking, and sharing the experience with their families.

## Health Education: It Starts with Our Kids

Establishing a healthy lifestyle—including eating nutrient-rich foods and getting regular exercise—begins in childhood. Cities can assist residents in establishing healthy habits by partnering with local school districts and community organizations that provide services to children and families, and by offering supportive recreation and public health programs.

Baldwin Park is a leading example of “best practices” for health education programs in several areas. The Baldwin Park Unified School District provides health services, educational resources to parents, fresh food to students, and physical education programs. The City

has also partnered with local community groups to support and improve City programs. Students have access to farm-to-fork nutrition lessons in a community garden, which is made possible by Kaiser Permanente, and the City offers health education and recreation programs at the Community Center.

Maintaining funding and ensuring adequate outreach and accessibility is a central challenge for health education programs.

**Goal HS-15. Ensure a high degree of targeted health education among Baldwin Park youth to support active lifestyles, nutrition, and preventative health measures.**

- Policy 15.01:** Promote healthy eating habits and healthy eating messages through nutrition and consumer education.
- Policy 15.02:** Support the work of the Baldwin Park Unified School District to develop and promote school wellness policies.

- Action HS-15.1:** Continue to support the expansion of nutrition and health-based curriculum for pre-K and grades K-12.
- Action HS-15.2:** Continue to partner with the Baldwin Park School District to establish garden plots on school grounds.
- Action HS-15.3:** Establish cooking classes to teach healthy eating alternatives as part of the City’s Parks and Recreation Program, targeting both school-aged children and the parents of young children.
- Action HS-15.4:** Continue to support Baldwin Park Unified School District’s efforts to establish strong nutritional standards for school lunches and snacks.
- Action HS-15.5:** Partner with community based organizations and CCPHA to develop a public education campaign targeted towards youth to disseminate information about healthful eating habits and exercise.
- Action HS-15.6:** Design and develop gardening classes through the Parks and Recreation program.
- Action HS-15.7:** Continue to provide year-round physical activity programs for youth, including children ages 0-18.
- Action HS-15.8:** Continue to support Baldwin Park Unified School District’s efforts to phase out unhealthy food in vending machines and sugar-sweetened beverages at all schools.
- Action HS-15.9:** Continue to promote school purchase of locally produced and/or organic food, including locally sourced fruits and vegetables.
- Action HS-15.10:** Continue to work with schools to evaluate food stands and vending machines at school events and school facilities and increase options for healthy foods, including fruit stands, while decreasing availability of unhealthy food options on school property and at school events.



### Healthy Foods: Affordable Access for All

Many neighborhoods lack sources of healthy, affordable food, as evidenced by the high rates of chronic diseases among low-income and minority populations. According to the study *Searching for Healthy Food: The Food Landscape in California Cities and Counties* released by CCPHA in 2007, Baldwin Park has six times as many fast food restaurants and convenience stores as supermarkets and produce vendors; whereas in the State of California as a whole, there are four times as many fast-food restaurants and convenience stores as supermarkets and produce vendors. Healthy food is often most easily found in grocery stores, however, corner markets and convenience stores can also be sources of healthy foods. In 2014, Baldwin Park had six corner stores for every supermarket, and the incidence of obesity was among the highest in the San Gabriel Valley and Los Angeles Counties. Corner store advocates around the country are exploring how policy approaches could incentivize and sustain healthy changes in small stores, and a pilot program was underway in 2014 in Baldwin Park.

Retail stores are not the only potential outlets for fresh and healthy food. Nonprofit organizations and residents can plant community gardens and start farmers' markets to bring produce from regional farms into neighborhoods. Another approach is community-supported agriculture, which allows residents to purchase shares from farmers at the beginning of a growing season in exchange for a portion of the crops. The farm either delivers directly to homes or distributes at a specific location in the neighborhood. Residents can also grow food in garden plots in their yards or on their balconies.

*Farmers' markets provide community members with access to fresh foods and produce.*





Urban agriculture presents an excellent learning opportunity for children and adults.

### Goal HS-16. Ensure availability and convenient access to healthy and affordable foods for all residents.

**Policy 16.01:** Support the development of neighborhood-serving retail venues that sell healthy food options and fresh produce, including grocery stores, restaurants, and farmers' markets.

**Policy 16.02:** Develop and promote programs, incentives, and/or grants to encourage small grocery and convenience stores to sell fresh foods in underserved areas.

**Policy 16.03:** Reduce disproportionate concentrations of unhealthy food sources within neighborhoods, especially near schools.

**Policy 16.04:** Support and promote the Supplemental Nutrition Assistance Program (SNAP) to reduce hunger and food insecurity.

**Action HS-16.1:** Prioritize underserved areas for new sources of healthy food outlets.

**Action HS-16.2:** Facilitate pedestrian, bicycle, and transit connections between neighborhoods and sources of healthy and fresh food, including grocery stores, farmers' markets, and community gardens.

The Baldwin Park Community Garden hosts the BPUSD's The Moveable Feast project, where in-garden nutrition lessons are given to elementary school children.



- Action HS-16.3:** Continue the Healthy Selection campaign, providing incentives and facilitating grants or loans for small grocery or convenience stores to purchase updated equipment (e.g., refrigeration) to sell fresh foods and produce and improve access to healthy foods.
- Action HS-16.4:** Connect small food retailers and convenience stores to wholesale sources of healthy, local, and/or organic food.
- Action HS-16.5:** Restrict approvals of new liquor and convenience stores in areas with an existing high concentration of such stores.
- Action HS-16.6:** Create programs to attract and incentivize the private sector to build new retail sources of healthy foods in areas with a concentration of liquor stores and fast food restaurants.
- Action HS-16.7:** Provide incentives for residents to increase their intake of water, such as discounted or free filtration devices and providing free refillable water bottles.
- Action HS-16.8:** Model best practices related to promoting healthy eating habits at government offices and local schools.
- Action HS-16.9:** Promote government purchase of locally produced and/or organic food, including locally sourced fruits and vegetables.
- Action HS-16.10:** Continue to minimize unhealthy food in vending machines and promote healthy food at government offices and City-sponsored events.
- Action HS-16.11:** Continue to implement and enforce the Healthy Corner Market policy.
- Action HS-16.12:** Support local business owners with increasing produce variety, quality, and identification of products lower in fat, salt, and sugar through marketing (product placement and labeling).
- Action HS-16.13:** Increase enrollment in nutrition assistance programs such as SNAP, WIC, and CalFresh by educating residents about application processes and eligibility requirements.

With the Market Match Program, people who receive Cal Fresh (food stamps), WIC, and Social Security/ Disability benefits qualify to receive an extra \$5 to \$10 voucher weekly or monthly at participating farmers' markets.

### Eat Local: Community Gardens and Urban Agriculture

Urban agriculture can take many forms, including community gardens (a local parcel of land where residents can grow food for their own consumption, usually divided into multiple small plots), backyard (or front yard) gardens, fruit trees in parks, and gardens at schools.

Historically, many families grew their own fruits and vegetables, either adjacent to their homes or in community gardens. This practice was lost with wide-scale industrialization, although it returned in the form of "victory gardens" during the First and Second World Wars. Today, we see again a growing resurgence in urban gardening and agriculture, fueled by concerns about food safety, sustainability, and economic hardships. Baldwin Park is already on the urban agriculture path, with two established community gardens that are well used and loved by residents.



*Edible landscapes can fit in anywhere.*



4

Goals + Policies

Ramona Avenue in the Downtown is a potential location for a farmers' market.

### Goal HS-17. Provide for a local food system that bolsters the economy, supports local agriculture, promotes healthy lifestyles, educates the community, and connects Baldwin Park residents to local food sources.

**Policy 17.01:** Support land use and policy decisions that promote local agriculture, community gardens, and local food production throughout the City.

**Policy 17.02:** Promote the Kaiser Permanente farmers' market, and seek establishment of a weekend farmers' market in a public or private location that is easily accessible for residents, with adequate space for community gathering, music, and eating.

**Policy 17.03:** Encourage certified farmers' markets and community-supported agriculture vendors to accept supplemental nutrition assistance program benefits and other public food benefits and market match programs.

**Policy 17.04:** As best practices related to emerging trends for local food retail outlets evolve in the future, assess and encourage implementation of those actions best suited for Baldwin Park.

**Action HS-17.1:** Identify and inventory potential community garden and urban farm sites on public properties, including parks, public easements, rights-of-way, and schoolyards.

*Community gardens provide families and individuals with the opportunity to produce their own food. These gardens also provide access to nutritionally rich foods that may otherwise be unavailable to low-income persons.*





- Action HS-17.2:** Establish a process through which residents can propose and adopt a site as a community garden.
- Action HS-17.3:** Continue to promote community gardens and home gardening by offering classes such as gardening and composting through the Baldwin Park Recreation and Community Services Department, promoted especially to neighborhoods with limited access to healthy foods.
- Action HS-17.4:** Coordinate and create partnerships with local gardening or agricultural organizations to provide educational opportunities to Baldwin Park residents and enhance the vitality of local community gardens.
- Action HS-17.5:** Develop a policy to consider community gardens a component of the City's parks and recreation inventory and provide free water to crops, with the conditions that drip irrigation be used and all community gardeners be trained in water conservation.
- Action HS-17.6:** Revise zoning standards to permit small-scale agriculture on private properties, including front-yard food gardens.
- Action HS-17.7:** Support a transit connector to provide better access to the Kaiser Permanente farmers' market.
- Action HS-17.8:** Actively recruit a farmers' market to be located in a central location in Baldwin Park.
- Action HS-17.9:** Revise the Zoning Code to permit Farmers' Markets in Mixed Use zones as an Accessory Use.

*Leading the charge in sustainability, Baldwin Park's improvements to its historical Arts and Recreation Center (ARC) included installation of sustainable landscaping consisting of native drought-tolerant vegetation and mulch.*



- Action HS-17.10:** Assist vendors with purchasing point of sale devices that support Electronic Benefits Transfer (EBT) cards.
- Action HS-17.11:** Coordinate educational efforts to advertise farmers markets and their acceptance of food benefit assistance of EBT and Market Match.

### Move It! Recreation for All Life Stages

Prior generations of Americans led lives that kept them at a healthy weight. Kids walked to and from school, ran around at recess, participated in gym class, and played outside for hours before dinner. Today, children experience a very different lifestyle; walks to and from school have been replaced by car and bus rides. Many gym classes and after-school sports have been cut, and afternoons are now spent with TV, video games, and the internet. To increase physical activity, today’s children need safe routes to walk and bike ride to school, together with parks, playgrounds, and community centers where they can play after school. Children need 60 minutes of play with moderate to vigorous activity every day, and adults need at least 30 minutes of exercise every day. Physical activity can be fostered by the way our city is structured, as well as the activities that we choose to do.

## Goal HS-18. Baldwin Park will have land use and development patterns and recreational programs that encourage healthy, active living for all ages.

- Policy 18.01:** Promote development patterns that prioritize the location of grocery stores, banks, restaurants, retail outlets, parks, and recreational fields near residential neighborhoods.
- Policy 18.02:** Promote active recreation programs that increase physical fitness and levels of activity.

- Action HS-18.1:** Coordinate with the private and public sector to locate neighborhood retail, commercial services, and recreational facilities within one-half mile of residential areas.
- Action HS-18.2:** Promote recreational centers and open space amenities to serve all phases of life, especially near public transit routes.
- Action HS-18.3:** Develop diverse walking paths in a variety of locations, with mile markers to encourage progress and goal-setting.
- Action HS-18.4:** Continue to incorporate and promote physical fitness at City events.
- Action HS-18.5:** Continue to provide a range of affordable recreation programs that meet the needs of diverse users, including youth, seniors, special needs groups. and non-English speaking residents.
- Action HS-18.6:** Continue to support and provide youth programs that focus on physical activity opportunities outside of school-sponsored team sports.
- Action HS-18.7:** Continue to offer recreation and socializing programs for seniors.

## Healthy Buildings and Places: Preserving Quality of Life

“Smart buildings” are resource efficient and healthy places to spend our time. Using sustainable practices, we can build new buildings and retrofit existing buildings to reduce energy consumption, use water efficiently, save natural resources by using recycled-content materials, and reduce greenhouse gas emissions over the life of the building. Smart buildings also utilize non-toxic building materials and incorporate natural systems to perform some of the tasks a building may otherwise perform artificially, like providing light. These features make buildings healthier and more pleasant to inhabit.

Our buildings and public places can promote health, community well-being, and quality of life. Poorly designed buildings and public places can contribute to public health issues such as asthma and cancer. The City of Baldwin Park is actively working to improve the design, efficiency, and sustainability of buildings and public spaces to promote the highest quality of life for residents.

### Goal HS-19. Demonstrate Baldwin Park’s commitment to sustainability through progressive use of green building policies, practices, and technologies.

**Policy 19.01:** Continue to incorporate green building strategies into the site design, construction, and renovation of public and private projects.

**Policy 19.02:** Minimize residents’ exposure to the harmful effects of hazardous materials and waste.

**Policy 19.03:** Promote healthy indoor air quality.

**Action HS-19.1:** When new municipal facilities are constructed, endeavor to achieve building efficiency that would meet Leadership in Energy and Environmental Design (LEED)’s Silver certification level, or an equivalent.

**Action HS-19.2:** Require that green building materials and techniques be used in projects financed by the City.

**Action HS-19.3:** Require that all new buildings and substantial rehabilitations to existing buildings adhere to the California Green Building Code.

**Action HS-19.4:** Continue to train and educate City employees in the latest green building practices, including the State’s Green Building Code, energy audits, and green building rating systems, so that City employees may act as green building ambassadors.

**Action HS-19.5:** Promote roofing design and surface treatment for new non-residential structures, such as reflective roofing or light colored pavement, to reduce the heat gain associated with traditional urban development.



- Action HS-19.6:** Establish a Green Building Information Program to provide builders and homeowners with resources and information about green building techniques, energy efficiency and renewable energy technologies. Make this information available in print at City Hall and on the City’s website.
- Action HS-19.7:** Continue to enforce the City’s non-smoking policy at all public parks.
- Action HS-19.8:** Develop ordinances designed to reduce exposure to secondhand smoke through policy enforcement such as smoke-free workplaces and smoke-free areas in multi-unit housing.
- Action HS-19.9:** Continue to disseminate information regarding mold prevention and lead-abatement programs.

*Mariachi musicians entertain at events in Baldwin Park year-round. Music, celebrations, and culture are integral components of a healthy community; they create common bonds and allow Baldwin Park residents to celebrate community in many ways.*



Attachment: MIG\_City of Moreno Valley\_Engage Movel Proposal (3262) : ACCEPTANCE OF THE TRANSFORMATIVE CLIMATE COMMUNITIES



# APPENDIX

This Health and Sustainability Element will be implemented over a ten-plus year period. The City Council will use it during the annual budgeting and Capital Improvement Projects (CIP) process to prioritize program funding. Some of the Actions contained in this element will consist of targeted, short-term efforts. Other will be multi-year programs that require annual funding, and some will require coordination with other agencies and entities.

The following matrix identifies anticipated time frames for implementing each of the Actions.

Action	Priority		
	1 (1-5 Years)	2 (5-10 Years)	3 (10+ Years)
<b>Health and Sustainability</b>			
Action HS-1.1:	Assign and/or hire a dedicated City staff member responsible for implementing City-led health and sustainability initiatives, and identifying grants and funding sources.	●	
Action HS-1.2:	Establish a “green team” of representatives from each City department to implement health and sustainability initiatives, and to monitor departmental success toward reducing environmental impacts of City operations.	●	
Action HS-1.3:	Annually monitor and report the City’s progress toward meeting its health and sustainability goals.	●	
Action HS-1.4:	Continue to work and partner with other organizations — including the California Center for Public Health Advocacy (CCPHA), Los Angeles County Department of Public Health (LADPH), Kaiser Permanente, League of California Cities, and Baldwin Park Unified School District (BPUSD) — to develop and support health and sustainability initiatives and programs for the community. Monitor resident engagement.	NA	NA
<b>Compact and Equitable Development</b>			
Action HS-2.1:	Focus efforts on developing a transit-oriented district in Downtown to maximize access to the Metrolink station and Transit Center.	●	
Action HS-2.2:	Encourage creation of a Downtown Business Improvement District (BID) to fund localized improvements.	●	
Action HS-2.3:	Pursue transit and pedestrian improvements near areas designated Mixed Use in the Land Use Element, including upgraded bus stop amenities and crosswalk improvements.		●
Action HS-2.3:	Continue to implement the Citywide Design Guidelines to create more walkable streets and neighborhoods.	●	
Action HS-2.4:	Encourage new development within the Downtown to provide public open spaces and plazas.	●	
<b>Getting Around: Walking, Biking, and Using Transit</b>			
Action HS-3.1:	Implement the Complete Streets Policy.	●	

Action	Priority		
	1 (1-5 Years)	2 (5-10 Years)	3 (10+ Years)
Action HS-3.2: Adopt and implement the Living Streets Manual designed for the City of Baldwin Park.	●		
Action HS-3.3: Implement traffic-calming improvements, particularly near schools, parks, and senior centers, including improved roadway design, clearly marked crosswalks and bike lanes, speed bumps, median islands, and other traffic-calming measures.		●	
Action HS-3.4: Implement the Safe Routes to School (SRTS) Master Plan. Fund and construct short-term devices identified in the Plan, and actively pursue grants for the more extensive infrastructure projects. Assist and support SRTS committees at schools to coordinate ongoing education, encouragement, and enforcement.	●		
Action HS-3.5: Develop signage and tailored wayfinding tools oriented to walkers, bikers, and drivers.	●		
Action HS-3.6: Support efforts to develop and implement a San Gabriel Valley Regional Bike Master Plan. With partner cities El Monte, South El Monte, Monterey Park, and San Gabriel, implement the SGV Bike Master Plan.	●		
Action HS-3.7: Construct commuter bikeways along the Walnut Creek Wash and Ramona Boulevard.		●	
Action HS-3.8: Provide additional bicycle facilities such as bicycle parking and locker rooms at major transit hubs.		●	
Action HS-3.9: Incorporate bike lanes, "sharrows," bike boxes at intersections, and bike intersection crossings in road improvements.		●	
Action HS-3.10: Require installation of bicycle parking at new commercial and multi-family residential buildings.	●		
Action HS-3.11: Promote Bike to Work Day.	●		
Action HS-3.12: Support education and safety awareness for both cyclists and drivers, encouraging users to share the road and comply with traffic laws. Education materials should be multilingual (English, Spanish, Cantonese).	●		
Action HS-3.13: Consider having a "Ciclovia" or bike rodeo events to encourage people to walk and bike in the community.		●	

Action	Priority	Priority		
		1 (1-5 Years)	2 (5-10 Years)	3 (10+ Years)
Action HS-3.14: Prioritize ADA ramp improvements near all schools, parks, and transit stops.		●		
Action HS-3.15: As part of street improvement projects, provide pleasant places to rest along main pedestrian routes.		●		
Action HS-3.16: Develop a pedestrian improvement plan that identifies necessary improvements throughout the City and establishes a priority system based on highest levels of pedestrian traffic and most deteriorated infrastructure.		●		
Action HS-3.17: Provide and maintain shade/street trees and appropriate lighting along the whole length of priority pedestrian routes, including Maine Avenue, Ramona Boulevard, and Baldwin Park Boulevard.		●		
Action HS-3.18: Ensure that transit stops are comfortable, safe, and well-lighted.			●	
Action HS-3.19: Improve access and connections to public transit by linking the transit centers to bicycle and pedestrian networks.			●	
Action HS-3.20: Prioritize safety improvements at railroad crossings, especially for cyclists and pedestrians.			●	
Action HS-3.21: Provide City staff with incentives for using alternative forms of transportation such as transit discounts and vouchers, carpool programs, and car sharing options.		●		
Action HS-3.22: Provide bikes for the use of City workers on City business.			●	
<b>Modern and Green Infrastructure</b>				
Action HS-4.1: Develop a city-wide approach to stormwater management that takes advantage of excellent local soil infiltration environment, including bottomless catch basins; porous concrete gutters; pervious pavers at intersections, crosswalks, and in park hardscapes; linear bioinfiltration strips in parkways and building setbacks; and rain gardens with dry wells.		●		

Action	Priority		
	1 (1-5 Years)	2 (5-10 Years)	3 (10+ Years)
Action HS-4.2: Incorporate LID retrofits in all future road improvements, as right-of-way and conditions permit. For example, retrofit permeable concrete gutters that percolate the run-off into the ground and add curbside features, such as diversion bioswales, and modular planter box filters. As feasible and necessary, incorporate dry wells next to or inside catch basins to reduce urban slobber.	●		
Action HS-4.3: Establish an eco-district where green infrastructure improvements are first prioritized, providing an educational foundation for future projects.	●		
Action HS-4.4: Continue to require all new development projects that exceed \$25,000 to install Low Impact Development (LID) technologies to treat, capture, and infiltrate stormwater and urban runoff on site, where it lands.	●		
Action HS-4.5: Require the use of permeable paving for parking lots, streets, driveways, pathways, etc.		●	
Action HS-4.6: Replace existing alleys surfaces with pavers that allow infiltration and/or permeable concrete and asphalt.		●	
Action HS-4.7: Work to mitigate irrigation practices that result in overspray and collection of runoff in gutters.	●		
Action HS-4.8: Develop a system that facilitates neighbors reporting violators of water conservation requirements with “polite warnings”.	●		
Action HS-4.9: Require all new developments to utilize LID strategies, including rain gardens, bioswales, stormwater filters and screens for storm drains, in-ground infiltration using dry wells and infiltration trenches, and water recycling facilities, with the goal of retaining and treating all stormwater on site.	●		
Action HS-4.10: Provide incentives for property owners to retrofit existing parking lots to increase stormwater capture.	●		
Action HS-4.11: Continue to explore sidewalk and planting technologies that contribute to sidewalk longevity and reduce cracks and uplifting due to tree roots.	●		
Action HS-4.12: Prioritize green infrastructure improvements in development focus areas identified in the Land Use Element, beginning with Downtown.		●	
Action HS-4.13: Focus LID retrofits, street trees, road diets, and bike routes, as feasible, in the eco-district.		●	

Action	Priority			
		1 (1-5 Years)	2 (5-10 Years)	3 (10+ Years)
Action HS-4.14: Develop educational tools to promote LID and the variety of available green infrastructure tools.			●	
Action HS-4.15: Participate in Park(ing) Day, transforming metered parking spots into temporary public parks.	●			
Action HS-4.16: Reach out to community leaders and businesses to gauge interest in sponsorships and maintenance of parklets.	●			
<b>Community Safety</b>				
Action HS-5.1: Review development applications and encourage CPTED techniques and active surveillance measures in high-risk areas such as parking lots.	●			
Action HS-5.2: Provide natural surveillance through park and open space design.	●			
Action HS-5.3: Keep programs in place that provide for prompt graffiti removal.	●			
<b>Reduce, Reuse, Recycle, and Compost</b>				
Action HS-6.1: Expand the availability of recycling bins at municipal facilities, public parks, and recreational spaces. As necessary, increase the size, durability, and range of materials accepted. Encourage children to get involved and decorate bins with local children’s art.	●			
Action HS-6.2: Continue the Clean Cart Challenge, and continue to work with contracted waste and hauling service providers to identify additional incentives to recycle, compost, and reuse.	●			
Action HS-6.3: Establish a Green Infrastructure Zone.	●			
Action HS-6.4: Continue to implement programs that encourage waste product reuse and recycling amongst industrial and commercial businesses in the city.			●	
Action HS-6.5: Provide incentives to encourage residents to compost, such as free compost bins.	NA	NA	NA	NA
Action HS-6.6: Continue the “Pay as you Throw” program, where the size of the trash cans provided dictates the trash bill.	●			
Action HS-6.7: Facilitate e-waste and hazardous waste recycling events to make it easy to dispose of these products legally.	●			

Action		Priority		
		1 (1-5 Years)	2 (5-10 Years)	3 (10+ Years)
Action HS-6.8:	Continue to require all new commercial, industrial, and multifamily development to provide enclosures that accommodate recycle and trash bins.	NA	NA	NA
Action HS-6.9:	Work with local contract waste haulers to develop a pilot program for local restaurants to participate in a food service waste pick-up program.		●	
Action HS-6.10:	Consider a pilot FOG (Fats-Oils-Grease) program to capture restaurant and other business fats, oils, and grease waste for use by third parties and conversion to alternative fuels. Reach out to local businesses to encourage their participation.		●	
Action HS-6.11:	Continue to host bilingual educational events to increase environmental awareness, such as Earth Day events and "Make it Recycled" fairs, that promote community members who reuse potential waste materials to make crafts, artwork, and practical items.	●		
Action HS-6.12:	Consider adopting a plastic bag ban to reduce plastic waste, in conformance with applicable state laws.	●		
Action HS-6.13:	Explore opportunities to reduce consumption and increase reuse of materials, vehicles, and equipment in City operations.	●		
Action HS-6.14:	Reach out to local businesses to identify economies of scale that can be created by linking different businesses' consumption and recycling needs through outreach efforts (e.g., Recycling Ambassadors and residents trained to visit businesses to conduct environmental waste audits).		●	
<b>Energy Conservation and Alternative Energy</b>				
Action HS-7.1:	Implement an Energy Efficient City Plan that evaluates and prioritizes best practices for increasing the energy efficiency of City operations.	●		
Action HS-7.2:	Perform energy audits of existing City operations and maintenance practices on a regular basis to identify and implement energy savings measures.	●		
Action HS-7.3:	Continue to replace City operating systems as needed with energy-efficient alternatives.	●		
Action HS-7.4:	Continue to explore opportunities to generate energy on City properties, including installation of solar panels.	●		



Action	Priority	Priority		
		1 (1-5 Years)	2 (5-10 Years)	3 (10+ Years)
Action HS-7.5: Investigate the costs and advantages of installing dual-paned windows in municipal facilities, and act upon the findings.		●		
Action HS-7.6: Adopt the Energy Action Plan prepared in conjunction with the San Gabriel Valley Council of Governments. Implement identified actions and strive to meet performance targets identified in the Energy Action Plan.		●		
Action HS-7.7: Promote and advertise State and local programs that provide low-interest loans or rebates to property owners for the installation of energy efficiency improvements or renewable energy devices.		●		
Action HS-7.8: Explore funding opportunities to help the City make upgrades that increase conservation efforts (i.e. purchase of street lights and investments in new technology).		●		
<b>Using Water Wisely / Protecting Water Quality/ Stormwater Management</b>				
Action HS-8.1: Develop a native and drought-tolerant planting palette for use by local developers, with a focus on the physical and climatic context and the corresponding maintenance needs.		●		
Action HS-8.2: Install drought-tolerant landscaping and water-conserving irrigation systems at City facilities, medians, and parkway strips to reduce water use and maintenance costs.		●		
Action HS-8.3: Require that all newly installed private landscaping covering more than 1,000 square feet install drought-tolerant landscaping and water-conserving irrigation systems.		●		
Action HS-8.4: Identify funding sources to provide incentives to local property owners to remove lawn/turf areas and replace them with drought-tolerant landscaping or other approved materials.		●		
Action HS-8.5: Encourage the use of high-efficiency irrigation technology, and allow recycled site water to be used for irrigation.		●		
Action HS-8.6: Explore opportunities for more actions using treated or raw well water for park irrigation.			●	
Action HS-8.7: Consider adopting an ordinance that requires the installation of water-efficient fixtures upon the sale of a property.			●	
Action HS-8.8: Increase awareness and involve the public in addressing runoff problems associated with daily activities.		●		

Action	Priority	1	2	3
		(1-5 Years)	(5-10 Years)	(10+ Years)
Action HS-8.9: Work with new development projects to increase on-site water infiltration and storage, and to preserve, restore, or incorporate natural drainage systems into the site design for the project.		●		
Action HS-8.10: Require contractors to comply with approved stormwater pollution prevention planning practices for all projects.		●		
Action HS-8.11: Conduct routine inspections of construction sites to check for proper erosion control methods during construction activities.		●		
Action HS-8.12: Consider revising the Water Conservation Ordinance to allow the use of artificial turf for landscaping purposes.		●		
Action HS-8.13: Coordinate a fixture exchange program to help residents increase conservation efforts.		●		
Action HS-8.14: Support educational programs that teach kids ways to conserve water.		●		

**Appreciating and Enhancing the City's Natural Features**

Action HS-9.1: Develop an Urban Greening Citywide Strategy/Urban Forest Plan that includes a citywide tree planting program. The plan should establish a canopy cover goal and a comprehensive street tree palette. In crafting the plan, consider General Plan goals, including pedestrian orientation and complete streets concepts. Species selection shall prioritize those tree types that have the ability to provide sufficient shade, reduce pollutants, produce oxygen, reduce stormwater runoff, retain moisture, minimize impact to sidewalks, have few known disease and insect pests, and acceptable fruit and flower litter. Establish tree criteria (such as minimum number of trees for street frontage) for new development and redevelopment projects, and to facilitate canopy cover on streets and parking areas.		●		
Action HS-9.2: Where appropriate, plant trees in available public right-of-way locations, per the proposed Urban Greening Strategy. Research, invest in, and manage challenges associated with planting street trees in narrow parking strips.		●		
Action HS-9.3: Consider creating an Urban Forestry Advisory Subcommittee within the Recreation and Community Services Commission.		●		

Action	Priority			
		1 (1-5 Years)	2 (5-10 Years)	3 (10+ Years)
Action HS-9.4: Maintain the City's Tree City USA designation, and continue yearly celebration of Arbor Day.	●			
Action HS-9.5: Continue to enforce all ordinances pertaining to tree protection and preservation.	●			
Action HS-9.6: Through educational workshops, seminars, and printed products, encourage property owners, residents, and community organizations to plant and maintain trees.	●			
Action HS-9.7: Identify funding sources to provide residents with free trees to provide shade on their property and reduce energy costs in the summer.	●			
Action HS-9.8: Develop educational materials and a wayfinding system for natural areas, open space, and parks in the City.	●			
Action HS-9.9: Support efforts that increase public awareness about the benefits of connecting children and adults to nature.	●			
Action HS-9.10: As feasible, incorporate unstructured natural settings in public play areas, schools, and other learning environments.	●			
<b>Contributing to Improved Air Quality</b>				
Action HS-10.1: As needed, purchase new municipal fleet vehicles and equipment that are highly fuel efficient and/or use alternative fuels or electricity.	●			
Action HS-10.2: Install and maintain carbon monoxide (CO) monitors in City facilities.			●	
Action HS-10.3: Encourage business owners and residents to install CO monitors in all buildings; provide incentives such as free CO monitors.			●	
Action HS-10.4: Partner with local groups to support education on indoor air quality and pollutants.	●			
Action HS-10.5: Explore ways to take outdoor air quality measurement samples at schools and community centers. Publish results for education and to increase awareness.	●			
Action HS-10.6: Provide incentives to phase out gasoline-powered leaf blowers and lawn mowers.	●			

Action		Priority		
		1 (1-5 Years)	2 (5-10 Years)	3 (10+ Years)
Action HS-10.7:	Provide charging stations for electric vehicles (and other alternative power sources as they may emerge) at City facilities.	●		
Action HS-10.8:	Provide incentives, such as reduced parking standards, for new developments that provide electric vehicle charging stations (and other alternative power sources as they may emerge).	●		
<b>Addressing Climate Change</b>				
Action HS-11.1:	Every five years, update the Greenhouse Gas Emissions Inventory developed as part of the Energy Action Plan.	●		
Action HS- 11.2:	Sign the Mayor’s Climate Protection Agreement.	●		
Action HS-11.3:	Analyze and mitigate increases in greenhouse gas emissions during development project review, pursuant to the California Environmental Quality Act.		●	
Action HS-11.4:	Collaborate with climate science experts on local climate change impacts, mitigation, and adaptation to inform public policy decisions.		●	
<b>Good Chemistry: Environmentally Friendly Products and Practices</b>				
Action HS-12.1:	Develop and implement a municipal Environmentally Preferable Purchasing Program that gives preferred status in the procurement process to environmentally preferable products (e.g., renewable, recyclable, non-toxic).		●	
Action HS-12.2:	Promote the use of recycled and low-toxicity building materials in all municipal building and retrofit projects.		●	
Action HS-12.3:	Educate residents and businesses on how to avoid product toxicity and use of wasteful and unrecyclable packaging. Showcase methodologies for evaluating the true cost of a product over its lifetime, and identify natural/low toxic alternatives.	●		
Action HS-12.4:	Use integrated pest management techniques to delay, reduce, or eliminate dependence on the use of pesticides, herbicides, and synthetic fertilizers on municipal property.	NA	NA	NA
<b>Parks: Places to Play and Relax</b>				
Action HS-13.1:	Focus financial resources on improving existing parks adjacent to community hubs, including schools, senior centers, and community centers.		●	



Action	Priority	1	2	3
		(1-5 Years)	(5-10 Years)	(10+ Years)
Action HS-13.2: Improve the design of existing parks through landscaping and aesthetic improvements.		●		
Action HS-13.3: Establish design, landscaping, cleanliness, maintenance, and safety guidelines for parks.		●		
Action HS-13.4: Plant additional street trees in parks and open space areas to provide additional shading and improve the aesthetic character of the City.		●		
Action HS-13.5: Implement capital and non-capital projects identified in the Parks Master Plan.			●	
Action HS-13.6: Continue to identify new opportunities to increase access to open spaces by creating pocket parks, greenways, and tot lots as new developments are proposed.		●		
Action HS-13.7: When programming new parks and improvements to existing parks, consider installing flexible facilities that include informal natural play areas and opportunities to interact with the natural environment.		●		
Action HS-13.8: Incorporate unstructured natural settings in public play areas, schools, and other learning environments.			●	
Action HS-13.9: Support development of curricula that relies on hands-on experiences in natural settings.		●		
Action HS-13.10: Promote joint-use agreements with the Baldwin Park Unified School District that allows school properties to be used during non-school hours to expand opportunities for physical activity for the broader community.		●		
Action HS-13.11: Create pedestrian and bicycle trails to link residents to parks and open spaces.		●		
Action HS-13.12: Develop signage and wayfinding tools for the public to navigate pedestrian and bicycle trails.		●		
Action HS-13.13: Encourage pedestrian activity and facilitate exercise by installing hydration stations and water fountains in parks and along trails.		●		

Action	Priority	1	2	3
		(1-5 Years)	(5-10 Years)	(10+ Years)
<b>Addressing Health Care Needs</b>				
Action HS-14.1:	Continue to partner with health care providers (e.g., Kaiser Permanente, California Center for Public Health Advocacy, Los Angeles County Department of Public Health) and community-based organizations to ensure that all health care services are equitable, culturally sensitive, and offered at free or low-cost to ensure access by low-income communities of color.	●		
Action HS-14.2:	Continue to support programs that can improve public health through prevention, screening, and education about nutrition, physical activity, and substance abuse.	●		
Action HS-14.3:	Support and participate in initiatives that focus on reducing chronic diseases such as diabetes and hypertension by providing free or low-cost nutrition and physical activity programs.	●		
Action HS-14.4:	Continue to develop and support obesity/overweight prevention programs and public education campaigns geared towards all ages, particularly young children.	●		
Action HS-14.5:	Continue to identify and address health inequities in Baldwin Park through active monitoring of health indicators and outcomes.	●		
Action HS-14.6:	Enhance health promotion services and outreach among low-income, linguistically isolated households, immigrants, unemployed residents, and persons with lower levels of educational attainment.	●		
Action HS-14.7:	Support the efforts of federally qualified health centers or private practices to provide incentives to enroll residents of all income levels.	●		
Action HS-14.8:	Encourage public transit agencies to locate routes near healthcare and mental health facilities, and prioritize transit service to senior centers, assisted-living, hospice, and other care-provision facilities, as well as parks, community centers, and other health prevention and promotion sites.	●		
Action HS-14.9:	Provide shuttle services to health care facilities, particularly for disabled and elderly residents.	●		
Action HS-14.10:	Continue to implement and evaluate strategies developed through the Healthy Eating Active Communities (HEAC) initiative and ongoing efforts to improve the built environment for healthy eating and physical activity.	●		

Action	Priority		
	1 (1-5 Years)	2 (5-10 Years)	3 (10+ Years)
Action HS-14.11: Support efforts to educate Baldwin Park residents and employers on the benefits and services offered through the Affordable Care Act and the California Healthcare Exchange.	●		
<b>Health Education: It Starts with Our Kids</b>			
Action HS-15.1: Continue to support the expansion of nutrition and health-based curriculum for pre-K and grades K-12.	●		
Action HS-15.2: Continue to partner with the Baldwin Park School District to establish garden plots on school grounds.	●		
Action HS-15.3: Establish cooking classes to teach healthy eating alternatives as part of the City's Parks and Recreation Program, targeting both school-aged children and the parents of young children.	●		
Action HS-15.4: Continue to support Baldwin Park Unified School District's efforts to establish strong nutritional standards for school lunches and snacks.	●		
Action HS-15.5: Partner with community based organizations and CCPHA to develop a public education campaign targeted towards youth to disseminate information about healthful eating habits and exercise.	●		
Action HS-15.6: Design and develop gardening classes through the Parks and Recreation program.	●		
Action HS-15.7: Continue to provide year-round physical activity programs for youth, including children ages 0-18.	●		
Action HS-15.8: Continue to support Baldwin Park Unified School District's efforts to phase out unhealthy food in vending machines and sugar-sweetened beverages at all schools.	●		
Action HS-15.9: Continue to promote school purchase of locally produced and/or organic food, including locally sourced fruits and vegetables.	●		
Action HS-15.10: Continue to work with schools to evaluate food stands and vending machines at school events and school facilities and increase options for healthy foods, including fruit stands, while decreasing availability of unhealthy food options on school property and at school events.	●		



Action	Priority			
	1 (1-5 Years)	2 (5-10 Years)	3 (10+ Years)	
<b>Healthy Foods: Affordable Access for All</b>				
Action HS-16.1:	Prioritize underserved areas for new sources of healthy food outlets.	●		
Action HS-16.2:	Facilitate pedestrian and bicycle connections between neighborhoods and sources of fresh food, including grocery stores, farmers' markets, and community gardens.	●		
Action HS-16.3:	Continue the Healthy Selection campaign, providing incentives and facilitating grants or loans for small grocery or convenience stores to purchase updated equipment (e.g., refrigeration) to sell fresh foods and produce and improve access to healthy foods.	●		
Action HS-16.4:	Connect small food retailers and convenience stores to wholesale sources of healthy, local, and/or organic food.	●		
Action HS-16.5:	Restrict approvals of new liquor and convenience stores in areas with an existing high concentration of such stores.	●		
Action HS-16.6:	Create programs to attract and incentivize the private sector to build new retail sources of healthy foods in areas with a concentration of liquor stores and fast food restaurants.	●		
Action HS-16.7:	Provide incentives for residents to increase their intake of water, such as discounted or free filtration devices and providing free refillable water bottles.	●		
Action HS-16.8:	Model best practices related to promoting healthy eating habits at government offices and local schools.	●		
Action HS-16.9:	Promote government purchase of locally produced and/or organic food, including locally sourced fruits and vegetables.	●		
Action HS-16.10:	Continue to minimize unhealthy food in vending machines and promote healthy food at government offices and City-sponsored events.	●		
Action HS-16.11:	Continue to implement and enforce the Healthy Corner Market policy.	NA	NA	NA
Action HS-16.12:	Support local business owners with increasing produce variety, quality, and identification of products lower in fat, salt, and sugar through marketing (product placement and labeling).	NA	NA	NA
Action HS-16.13:	Increase enrollment in nutrition assistance programs such as SNAP, WIC, and CalFresh by educating residents about application processes and eligibility requirements.	●		

Attachment: MIG\_City of Moreno Valley\_Engage Moval Proposal (3262 : ACCEPTANCE OF THE TRANSFORMATIVE CLIMATE COMMUNITIES



Action	Priority	1	2	3
		(1-5 Years)	(5-10 Years)	(10+ Years)
<b>Eat Local: Community Gardens and Urban Agriculture</b>				
Action HS-17.1: Identify and inventory potential community garden and urban farm sites on public properties, including existing parks, public easements, rights-of-way, and schoolyards.		●		
Action HS-17.2: Establish a process through which residents can propose and adopt a site as a community garden.			●	
Action HS-17.3: Continue to promote community gardens and home gardening by offering classes such as gardening and composting through the Baldwin Park Recreation and Community Services Department, promoted especially to neighborhoods with limited access to healthy foods.		●		
Action HS-17.4: Coordinate and create partnerships with local gardening or agricultural organizations to provide educational opportunities to Baldwin Park residents and enhance the vitality of local community gardens.		●		
Action HS-17.5: Develop a policy to consider community gardens a component of the City's parks and recreation inventory and provide free water to crops, with the conditions that drip irrigation be used and all community gardeners be trained in water conservation.		●		
Action HS-17.6: Revise zoning standards to permit small-scale agriculture on private properties, including front-yard food gardens.				●
Action HS-17.7: Support a transit connector to provide better access to the Kaiser Permanente farmers' market.		●		
Action HS-17.8: Actively recruit a farmers' market to be located in a central location in Baldwin Park.		●		
Action HS-17.9: Revise the Zoning Code to permit Farmers' Markets in Mixed Use zones as an Accessory Use.		●		
Action HS-17.10: Assist vendors with purchasing point of sale devices that support Electronic Benefits Transfer (EBT) cards.		●		
Action HS-17.11: Coordinate educational efforts to advertise farmers markets and their acceptance of food benefit assistance of EBT and Market Match.		●		

Action		Priority		
		1 (1-5 Years)	2 (5-10 Years)	3 (10+ Years)
<b>Move It! Recreation for All Life Stages</b>				
Action HS-18.1:	Coordinate with the private and public sector to locate neighborhood retail, commercial services and recreational facilities within one-half mile of residential areas.		●	
Action HS-18.2:	Promote recreational centers and open space amenities to serve all phases of life, especially near public transit routes.		●	
Action HS-18.3:	Develop diverse walking paths in a variety of City locations, with mile markers to encourage progress and goal-setting.	●		
Action HS-18.4:	Continue to incorporate and promote physical fitness at City events.	●		
Action HS-18.5:	Continue to provide a range of affordable recreation programs that meet the needs of diverse users, including youth, seniors, special needs groups, and non-English speaking residents.	●		
Action HS-18.6:	Continue to support and provide youth programs that focus on physical activity opportunities outside of school-sponsored team sports.	●		
Action HS-18.7:	Offer recreation and socializing programs for seniors.		●	
<b>Healthy Buildings and Places: Preserving Quality of Life</b>				
Action HS-19.1:	When new municipal facilities are constructed, endeavor to achieve building efficiency that would meet Leadership in Energy and Environmental Design (LEED)'s Silver certification level, or an equivalent.	●		
Action HS-19.2:	Require that green building materials and techniques be used in projects financed by the City.	●		
Action HS-19.3:	Require that all new buildings and substantial rehabilitations to existing buildings adhere to the California Green Building Code.	●		
Action HS-19.4:	Continue to train and educate City employees in the latest green building practices, including the State's Green Building Code, energy audits, and green building rating systems, so that City employees may act as green building ambassadors.	●		

Attachment: MIG\_City of Moreno Valley\_Engage Move Proposal (3262) : ACCEPTANCE OF THE TRANSFORMATIVE CLIMATE COMMUNITIES

Action	Priority		
	1 (1-5 Years)	2 (5-10 Years)	3 (10+ Years)
Action HS-19.5: Promote roofing design and surface treatment for new non-residential structures, such as reflective roofing or light colored pavement, to reduce the heat gain associated with traditional urban development.		●	
Action HS-19.6: Establish a Green Building Information Program to provide builders and homeowners with resources and information about green building techniques, energy efficiency and renewable energy technologies. Make this information available in print at City Hall and on the City's website.	●		
Action HS-19.7: Enforce the City's non-smoking policy at all public parks.	●		
Action HS-19.8: Develop ordinances designed to reduce exposure to secondhand smoke through policy enforcement such as smoke-free workplaces and smoke-free areas in multi-unit housing.	●		
Action HS-19.9: Continue to disseminate information regarding mold prevention and lead-abatement programs.	●		



**+** Effective Strategies and Lessons Learned  
from the Best Start Community Assessment

**Final Summary Report**

March 2012

Prepared for First 5 LA Best Start by





Harder+Company Community Research is a leading research, evaluation, and planning firm with offices in Los Angeles, San Francisco, Davis, and San Diego. We strive to strengthen social

services and spur policy development by helping organizations and communities use data to make informed decisions and promote social change. Since 1986, we have served hundreds of nonprofit, philanthropic, and public sector clients, providing them with the information and tools they need to do their work more effectively.



Incorporated in 1952, Special Service for Groups is a nonprofit multi-service agency that serves some of the hardest-to-reach populations across Los Angeles County. Our Research and Evaluation Unit works with other nonprofit organizations and community members to collect and analyze information they need for planning and action. We believe that information is power, and we invest in developing these research skills within our communities.



MIG, Inc. is a multidisciplinary firm that specializes in community planning and design, strategic planning, organizational development, community engagement, group process facilitation, and graphic design. Since the firm's founding in 1981, we have worked extensively with non-profits, corporations, and public agencies nationally and internationally to involve organizations and communities in planning and implementing physical and social change.

For questions or more information about the assessment or this report, please contact Harder+Company Community Research at 213-891-1113. [www.harderco.com](http://www.harderco.com)

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# Introduction

As part of the Best Start place-based effort, First 5 LA contracted Harder+Company Community Research and its partners Special Service for Groups (SSG) and MIG to conduct assessments in 14 high-need communities in Los Angeles County. The community assessment was designed to help Best Start communities identify needs, strengths, and resources for supporting young children and their families. The findings have been used to better understand community priorities and to identify potential strategies for community planning purposes. They will also be used as “baseline data” to assess progress and measure change over time. Through the assessment process, First 5 LA sought to answer the following questions:

- **Assets:** What community assets exist and how can we build on them?
- **Needs:** What’s needed to help strengthen families and communities?
- **Conditions:** What are the current conditions that influence the ability to make change in the community?
- **Milestones:** How will we know if we are making progress over time?
- **Learning:** How can we learn about what’s working and what to improve?

This report documents the process, results, products, and lessons learned from the implementation of the Best Start Community Assessment.

## About Best Start

Through Best Start, parents, providers, and community leaders work together to build strong foundations and healthy places where children can live, learn, and thrive.

There are many things that contribute to building healthy and vital communities including clean and safe parks to play, local markets selling healthy and affordable foods, and access to quality childcare, health, and social services. The ultimate goals are that every child in each Best Start community is born healthy, maintains a healthy weight, is safe from abuse and neglect, and is ready for kindergarten.

Achieving these goals requires collaboration and support from parents, local leaders, service providers, educators, and funders to eliminate barriers and build resources that strengthen families and communities.

## Who was Involved in the Community Assessment?

Throughout the process, the assessment team worked closely with First 5 LA staff, community facilitators, and other key stakeholders to design, implement, and share assessment findings in each community. Community participation was central to the process and a variety of activities were designed to actively seek their input and participation. The assessment team gathered community input through focus groups, community asset mapping and discussions, interviews, participatory photography, and a survey of community organizations. The team also used data from other sources to provide a more complete picture of each Best Start community.

1 | Prepared for First 5 LA by Harder+Company, SSG, and MIG (April 2012)

# Best Start Community Assessment Timeline (March 2011- April 2012)



### Implementation Methods & Activities

- Conduct asset mapping forums
- Conduct parent focus groups
- Conduct interviews with community leader
- Launch participatory photography projects
- Conduct online organizational survey
- Review existing data and assessments
- Provide ongoing technical support to Best Start teams to align planning and assessment
- Update all stakeholders about progress



### Sharing & Using Data (Reporting)

### Implementation (Data Collection)

### Design Phase (Planning)

2011

2012

Mar

Apr

May

Jun

July

Aug

Sept

Oct

Nov

Dec

Jan

Feb

Mar

Apr

### Design & Planning Activities

- Establish internal design work group
- Review key documents and literature
- Refine assessment framework and terms
- Prioritize key indicators and data elements
- Develop questions and protocols
- Meet with Best Start teams to review implementation guidelines & activities



### Dissemination & Technical Support Activities

- Create community-friendly tools & activities to discuss data
- Develop posters and share participatory photography projects
- Develop and share preliminary reports with Best Start teams and communities
- Finalize and share community reports
- Generate organizational survey report and lessons learned reports

# Effective Strategies and Lessons Learned

## A. The Design Phase

The design for the Best Start community assessment is grounded in First 5 LA's Strategic Plan and is the product of a collaborative effort involving First 5 LA staff and the community assessment team. As part of the design phase, a workgroup was created to build on an initial set of indicators developed by First 5 LA and to prioritize questions and data elements. The workgroup was made up of First 5 LA staff from the Research & Evaluation Department, Senior Program staff from the Best Start Department, and was facilitated by members of the community assessment team. The workgroup also played an active role in reviewing and refining the data collection protocols, and continued to provide ongoing feedback and guidance throughout the community assessment process. At various points in time, we actively solicited input and provided briefings to the full Best Start Department, the Public Affairs Department, the Partnership Support Team, and community facilitators.

### How was the Assessment Designed?

A number of important considerations were discussed to ensure that the process was grounded in First 5 LA's Strategic Plan and focused on things that First 5 LA could actually influence or change. The work group was also challenged by the need to set parameters and keep data collection efforts focused on the things that matter most. Specifically, the key design questions and considerations that guided the group included:

- + **Focus:** What needs to be strengthened or improved in the community to make and sustain positive outcomes for children and families?
- + **Intentionality:** What are the things that First 5 LA can actually affect or change?
- + **Connection:** What are the right data elements and questions? How do they connect to the strategic plan (goals or intermediate outcomes)? How do we organize and communicate those elements so the connection to the goals and intermediate outcomes is straightforward and clear?
- + **Data use:** What information is useful for community planning (understanding assets & needs) and what data elements can be used for tracking progress over time (baseline)?
- + **Measurability:** Is this data element measurable and meaningful?

#### Guiding Documents

- First 5 LA Strategies Framework (from strategic plan)
- First 5 LA Prioritized Pathways (from strategic plan)
- Community Assessment Framework (from Harder+Co proposal)
- First 5 LA's current matrix of indicators
- Literature review on place-based initiatives and community change indicators

In addition to the Strategic Plan and other key First 5 LA documents, we also reviewed the literature on place-based initiatives to glean information about important indicators of community change.

While there is a growing body of literature on best practices and lessons learned from place-based initiatives, the field has struggled to find a set of relevant indicators and measures to assess community change over time. Through the literature review, we were able to compile a variety of indicators that were incorporated into the assessment framework (for a full matrix of potential indicators and bibliography of resources see Appendix A).

Given First 5 LA’s interest in community capacity building as well as the place-based nature of this effort, we adapted a framework that was inspired by a PolicyLink publication called *Why Place and Race Matter*.<sup>1</sup> Key indicators, questions, and the assessment results were organized around the following three environments:

	<b>Social Environment:</b> <i>The connections and relationships we have with other people contribute to our sense of community. This includes family, friends, neighbors, associations, support groups, and leaders. These relationships provide critical support to families and strengthen our connection and commitment to the places where we work and live.</i>
	<b>Service Environment:</b> <i>Families and communities need access to quality childcare, health, and social services. This can include access to prenatal services, nutrition programs, parent support services, childcare and early childhood development resources, and other programs that serve young children and strengthen families.</i>
	<b>Economic and Physical Environment:</b> <i>Resources, economic opportunities, and physical places contribute to the vitality and quality of life in our community. This can include safe and clean parks, and access to healthy food options, affordable housing, and job opportunities.</i>

A more detailed matrix of indicators by environment is presented on the following pages. Data collection protocols and methods were linked to these indicators. The assessment team asked parents, leaders, service providers, and community members for their perspectives and views about the people and social supports in their community, the services they need and use, and the economic and physical resources that are vital to their community. The assessment results were organized in the same fashion and highlighted the strengths and assets as well as the needs, barriers, and gaps in each community. Every attempt was made to link these indicators to the four Best Start goals (born healthy, maintain a healthy weight, free from abuse and neglect, and ready for school) as well as the overarching goal of community capacity building.

<sup>1</sup> Bell, J. and Lee, M. *Why Place and Race Matter*. PolicyLink (2011)



**Social Environment:** *Includes social supports and networks (social capital), sense of community and cohesion, community leadership, capacity for mobilization, civic engagement, and political power*

Social Support	■ <b>Meeting places &amp; venues:</b> Where families congregate and get information (informal & formal)
	■ <b>Networks &amp; supports:</b> Formal & informal organizations, networks, support systems, peer support groups
	■ <b>Community cohesion:</b> Community pride, history, sense of belonging
	■ <b>Household composition:</b> % of households not comprised of a single person living alone
	■ <b>Neighborhood interaction:</b> % of households that are not linguistically isolated
Leadership	■ <b>Leadership development:</b> Providers that engage community members as leaders; emerging and future leaders
	■ <b>Community engagement:</b> Level of civic engagement & involvement in PTA, volunteerism (e.g. church, etc.)
	■ <b>Voter registration:</b> # of registered voters and percentage who voted In most recent national elections
	■ <b>Community empowerment:</b> Residents involvement in decision-making process or influencing process
Policy & Advocacy	■ <b>Partners &amp; Allies:</b> Types of partners/funders needed to implement, sustain and leverage local policy agendas
	■ <b>Advocacy &amp; Organizing:</b> Opportunities & barriers for conducting advocacy & organizing work
	■ <b>Issues:</b> Issues that have galvanized the community
	■ <b>Local policy / political will:</b> Local ordinances and policies related to the 4 goal areas
	■ <b>Media exposure:</b> Nature and type of media coverage

**Service Environment:** *Neighborhood-level services (both non-profit and public) including schools, parks, childcare centers, health and social services as well as issue of accessibility, affordability, and quality*

Organizational services	■ <b>Community-based providers:</b> # and diversity of nonprofit organizations and service providers community
	■ <b>Public sector services &amp; programs:</b> Inventory of government-sponsored services including school-based programs, WIC programs, mental health services, drug & alcohol treatment and support, special needs services
	■ <b>Pre-natal services:</b> Inventory prenatal and hospital-based services (Baby friendly hospitals)
	■ <b>Childcare &amp; preschool:</b> Childcare centers (licensed and family based); # of preschools ; barriers to access; waitlists
	■ <b>Family services:</b> Inventory of parent education and other family support services
	■ <b>Community collaboratives:</b> Existing and emerging networks & cross-sector collaboratives
Access & utilization	■ <b>Cultural &amp; linguistic:</b> Resources/services that are culturally and linguistically appropriate for families
	■ <b>Family-centered:</b> How parents are engaged in service delivery and decision-making
	■ <b>Accessibility/location:</b> Physical location of services / programs as well as hours
	■ <b>Accessibility/awareness:</b> Existence, awareness and use of cultural & educational opportunities for kids including libraries, local cultural sites, museums, and bookstores
	■ <b>Accessibility/quality:</b> Need to identify other indicators of quality services/programs (best practices)
	■ <b>Nutrition Programs (born healthy / healthy weight):</b> Access and utilization of nutritional programs and places with healthy food options (full service markets, farmers markets)
	■ <b>Barriers to access:</b> Identify barriers to accessing resources/services; assets that can be leveraged to address barriers
■ <b>Collaboration:</b> Nature and quality of organizational interaction (social network analysis) include funding sources, connections to schools, referrals, common agendas, etc.	

**Economic & Physical Environment:** *The presence of resources and investments contributing to neighborhood vitality including commercial services, employment opportunities, access to housing, parks, and recreation facilities*

Economic Vitality	■ <b>Investments:</b> Identify public and foundation investments in the community
	■ <b>Commercial vitality:</b> Existence of small businesses, grocery stores, restaurants, etc.
	■ <b>Employment &amp; workforce potential:</b> Employment opportunities and workforce potential (local employers, educational attainment, % of workforce that is employed, number of wage earners 16-64 in community)
	■ <b>Home ownership &amp; mobility:</b> % of households that resided in same house five years earlier; residential stability contributes to neighborhood connectedness, increasing social capital
	■ <b>Housing density &amp; affordability:</b> Density of housing; overcrowding; homelessness
	■ <b>Income Mix:</b> Households with incomes of \$0-\$34,999; \$35,000-\$74,999; and \$75,000 and above
	■ <b>Political climate/will:</b> Existence of joint-use and community benefit agreements; barriers related to infrastructure development; local businesses that “give back” to the community; engagement of businesses partners
Physical Assets	■ <b>Green Space:</b> Availability of community gardens, play spaces, parks, and recreational facilities
	■ <b>Walkability:</b> Existence of sidewalks and bike trails, adequate lighting, traffic signals, etc.
	■ <b>Community Institutions:</b> Public institutions such as libraries, museums, cultural sites, and institutions of higher education

**Challenges, Learnings, and Successes**

Overall, the design process was relatively smooth but required more time than anticipated. There was a need to re-visit the initial framework and in some cases, use vocabulary and terms that were more widely understood by Best Start stakeholders. Based on our experience, key learnings and recommendations for future efforts include:

- **Establish a design and implementation workgroup:** The role of the internal design workgroup was instrumental to the development of a relevant and meaningful assessment framework. The inclusion of First 5 LA staff helped the assessment team better navigate the issues and internal dynamics of a complex and ever-evolving place-based initiative. It also contributed to staff buy-in and commitment to the overall assessment process. During the process we also came to understand the importance of including not only research staff but also the program staff who would be actively engaged in using the data for planning. This helped to create internal champions and advocates who could address internal questions or reservation about how the data could be used.
- **Allocate adequate time for planning and consensus building:** Despite the existence of an initial assessment framework and indicators, there was a need to step back and re-visit the overall purpose and focus of the assessment. This took more time and involved more planning meetings than anticipated, but was ultimately well worth the investment. Early and frequent involvement from key members of the Best Start staff resulted in a higher level of “buy-in”, a better understanding of the purpose, and ultimately better integration of the assessment activities with the community engagement and planning process. It also helped facilitate the collection and use of assessment data.

- **Strive to fully integrate assessment and planning processes from the onset:** The integration of the assessment and community planning process was important for a variety of reasons but operationalizing it proved to be challenging. During the design phase, we attempted to align research questions and integrate activities with the main planning components, but those components changed over time and each community moved forward at a different pace. Some program staff expressed that the assessment process had started too late and were concerned that data would be not available when they needed it. Staying abreast of changes and opportunities for better integration required lots of proactive communication and “being present” during meetings and discussions at the organizational (First 5 LA) and the community level.
- **Consider and clearly articulate purpose, terms, and an organizational framework:** From the onset, the assessment team and internal workgroup were conscious of the need to clearly articulate the purpose, use simple and community-friendly terms, and organize the information in a way that made sense to diverse community stakeholders. Initially, there was debate about the use of certain terms such as “capacity building” and “social capital.” Ultimately, the assessment team and internal workgroup adapted a framework inspired by the PolicyLink publication “*Why Place and Race Matter.*” Through this framework, we attempted to organize assessment questions and data elements around three broad aspects of the community: people and social networks, the services and programs they need and use, and the economic and physical attributes that contribute to a vital community. While it seemed simple and straightforward, even this framework was at times confusing to people. Part of the confusion was the result of questions and issues that overlapped with more than one environment. For example, public parks can be where people congregate (social environment), where they may take classes or exercise (service environment), and where there are issues about safety because of lighting or walkability (physical environment).



## B. Implementation Phase

Throughout the implementation phase, the community assessment team worked closely with Best Start staff, community facilitators, and other key stakeholders to organize and implement assessment activities in each community. Community participation was central to this process, and a variety of activities were designed to seek their input and active participation. From the onset, there was a clear and explicit emphasis on gathering information from parents and other community members whose voice or perspectives may not have been captured in previous assessments. The primary data collection methods and sources are summarized in Exhibit 1. The methods with the highest level of parent and/or resident engagement generally included the asset mapping, focus groups, and PhotoVoice. Given our timeframe and resources, we employed a mixed method approach, asking similar questions of different stakeholders using methods that were accessible and appealing to each group. This approach provided more robust information about common themes that emerged, regardless of stakeholder group or research methods used. It also allowed us to make better interpretations when various groups diverged on their experiences or perceptions about community assets, challenges, and needs.

### Team Organization

Given the large-scale nature of the assessment, each community had a two-member team that was dedicated to coordinating logistics, gathering and analyzing the data, drafting the report, and providing ongoing technical support. This allowed the teams to better understand the community context and develop an ongoing relationship with the Best Start staff, community facilitators, residents, and key stakeholders. Team members were assigned to communities based on language and cultural considerations as well as previous experience in the respective Best Start community. Flexibility and teamwork was paramount throughout the process. Anticipating the need for a high-level of coordination, we created a cross-firm learning environment that served us well. Through regular team meetings, we shared experiences, tools, and lessons learned making

#### Exhibit 1: Community Assessment Methods Description & Purpose

**Asset Mapping (total of 18 sessions with 787 participants):** Asset mapping sessions engaged community members in identifying needs and assets using maps and facilitated discussion groups. Asset mapping clarifies where new resources can do the most good, providing building blocks for a successful implementation plan.

**Focus Groups (total of 48 focus groups with 413 participants):** Focus groups were conducted in multiple languages among parents, caregivers, residents, service providers, and community organizers to gain their perspective about community needs and assets.

**PhotoVoice (total of 48 participants):** Community members were trained in participatory photography methods to document and discuss different vantage points of community needs and assets. With a focus on the 4 priority goal areas, participants documented and shared their perspectives via the creation of posters and presentations to the community.

**Interviews (total of 158 participants):** Interviews were conducted with local community leaders to gain their perspective about needs, assets, and community capacity.

**Organization Survey (total of 201 organizations):** An online survey was designed to capture information about organizations providing services for young children and families in each Best Start community. The survey also examined how they collaborate with other organizations in the community.

it relatively easy for team members to jump-in and support other communities regardless of team assignments. In addition to regular meetings, we set-up a Google site to calendar events and share documents and information. These tools and regular interactions enhanced our ability to be responsive and adapt our process and approach as the Best Start planning process evolved.

## Outreach and Logistics

Considerable time and attention was given to communications with Best Start program staff and the coordination of data collection logistics across the 14 communities. In an attempt to communicate information consistently, the assessment team developed an “Implementation Guide” (see Appendix C) to help all stakeholders understand the purpose, main activities, and general timeline. While there was continuous coordination and sharing of information across communities, we used a somewhat “decentralized” and community-specific approach to outreach and implementation. In addition to using the “Implementation Guide” to orient Best Start staff to the community assessment, we were also able to build relationships with Best Start staff as an extension of their team through regular meetings to discuss implementation challenges, share preliminary findings, and seek their input.

During the initial meetings it also became apparent that some communities were more ready to implement assessment activities than others. In some cases, this was related to how well the assessment activities coincided with their planning timeline. In other communities, assessment activities were delayed due to other planning priorities. Regardless of the timing, the assessment team attempted to partner with First 5 LA staff to better align the planning and assessment process and address concerns about meeting fatigue, logistics, and duplication of data collection efforts.



They also worked together to recruit parents and community members to participate in assessment activities. Some of the joint outreach and recruitment methods included:

- Using contact lists developed from ongoing Best Start activities
- Recruiting participants at Best Start and other community meetings
- Reaching out to contacts the community assessment team had within the Best Start communities
- Using *promotoras* and community organizers to help identify and recruit potential assessment participants
- Disseminating flyers at community locations where families with young children congregate

## Challenges, Learnings, and Successes

Due to the scope and number of stakeholders involved in the assessment process, we anticipated certain challenges and delays in implementing methods and activities. Frequent meetings with First 5 LA staff, consistent communications, and flexibility were all critical to successful implementation. In the end, all activities took more time than anticipated due primarily to the need to align assessment activities with the overall planning process. Based on our experience, key learnings and recommendations for future efforts include:

- **Early engagement and buy-in is crucial:** Many Best Start managers and program officers were initially apprehensive about the assessment and the additional burden it placed on an already intensive planning process. There were valid concerns about competing demands and priorities, how data would be collected and used, whether the community would understand it, and how (if at all) it contributed to the planning process. Initially, many saw the assessment as a distraction from the planning process. Despite the efforts to create a clear and community-friendly framework for the assessment, most of the program staff struggled to see the relevance, particularly the questions related to the “social environment” (community capacity building). To address these concerns, the assessment team had to dedicate more time to partner with program staff and demonstrate how the data could support planning discussions. However, it wasn’t until later (when asset mapping was implemented and preliminary data was shared) that program staff began to fully understand the connections and, in some cases, even champion the community assessment process.
- **Consistent communications and messaging is key:** Community members were also unclear about the purpose and value of the community assessment. In some communities, many questions were raised about how it was different from other assessments previously conducted in some of the Best Start communities. To address these questions and concerns, the assessment teams worked closely with the Best Start staff to plan and align activities (using the Implementation Guide) and provided brief overviews and updates at community meetings. We also attempted to gather other community-specific reports and assessments that could be used or at least referenced in the final community assessment reports. While many of the other data reports and assessments had useful information, none focused exclusively on the 0-5 population and the four First 5 LA priority goals. The Best Start assessments also placed more emphasis on understanding the social, organizational, and physical assets in the communities.
- **Community assessments provide opportunities for engagement and capacity building:** The asset mapping workshops proved to be an engaging, interactive, and energizing method that allowed community members to gather and discuss data in a “real time” format. The workshops also aligned nicely with other planning discussions and provided an opportunity to reflect on assets and resources in the community – not just problems and deficits. The use of large, full color maps and pictorial stickers was effective in stimulating place-specific comments and resulted in powerful visual tools. The large, colorful comment sheets used to capture social assets through simple questions were effective at gathering specific connections that yielded patterns across individuals. In some communities, parents and community members were trained to serve

as small group facilitators, contributing to the capacity-building approach, a demonstrated respect for local expertise, and an increased sense of ownership. Overall the workshop participants had fun, felt valued as experts, and learned about assets in their community they didn't know of prior to the workshop. While the benefits outweighed the limitations of this method, we do recognize that some small group facilitators were not fully objective and had a hard time refraining from answering the questions they were supposed to ask, which made it difficult to manage the discussion within the time constraints.

- **Participatory methods promote empowerment, skill building, and leadership development:** PhotoVoice was another “multi-purpose” method that engaged parents and residents in data collection while simultaneously building skills and capacity to participate in action-oriented research, develop visual data products, and share their findings with the community. Participants received digital cameras (which they could keep) as well as training and orientation. They enjoyed the opportunity to help design the posters, select pictures, and talk about the significance of the images. Providing poster design templates made it easy for each community to create a distinctive poster using the photos selected by community members. The drawbacks were that the posters were fairly expensive to produce in two languages and in full color. In some cases, the photos chosen didn't clearly communicate the asset or strength, and yet the story behind it was powerful but could not be included on the poster due to space constraints.

#### Exhibit 2: Asset Mapping Challenges

- **Cost of maps:** Due to the small group table format and good turnout at most workshops, the materials were relatively costly to produce in the quantities needed.
- **Staffing logistics:** Due to the fast paced nature of the comments, we could have used two note-takers.
- **Time Allocations:** In some communities, the asset mapping sessions were condensed and there was insufficient time to fully participate.
- **Managing expectations:** The maps revealed more than just assets and issues that First 5 LA can affect. While knowing more about the full context of people's lives was good, we wanted to be careful not to raise expectations and tried to emphasize the need for community partnerships to address the broader issues.
- **Data use and making connections:** The value and use of the findings in local Best Start planning and implementation will depend on the ability of First 5 LA and community members to link findings to planning choices.

- **Tools to assess service capacity and collaboration had limitations:** An online survey was designed to gather baseline information about service providers as well as levels of collaboration using a method known as Social Network Analysis (SNA). The information provided a good initial scan of the service environment in the Best Start communities and included details about respondents' programs, capacities, and partnerships. However, there were important limitations including the overall sample size and the self-report nature of the survey. Therefore, the findings were not comprehensive or representative but did provide useful insight into the organizations serving children and their families in the 14 Best Start communities, including their capacity





the three environments. It also included a “Community Profile” section with relevant demographic and secondary data related to Best Start’s four priority goals. The assessment team scheduled meetings to discuss preliminary findings with each Best Start community team, including Best Start staff, Public Affairs, local facilitators, and the Partnership Support Team (PST). These initial discussions provided a valuable opportunity to gain feedback and explore effective strategies for sharing the data with community residents.

While challenging on many levels, the preliminary release definitely helped Best Start staff and stakeholders engage and better understand how the data was connected to the planning process. In fact, the initial release of data seemed to generate energetic conversations about the data at community meetings. The assessment team was asked to provide support by creating briefs and other community-friendly tools to facilitate data discussions. In the final months of the assessment process, we finalized the report templates and integrated edits, feedback and additional data into the final reports.



## Challenges, Learnings, and Successes

- **Capacity building and technical support is critical for effective data use and dissemination:** Many community members, and even staff, did not see the value of the mixed methods approach. In some cases, participants did not see the value of qualitative data or understand how it can be used to provide critical context to the numbers. For example, some questioned how representative focus group findings can be if we only talked to 30 parents. Others wanted to “quantify” the qualitative data by asking for specific percentage of focus group participants who mentioned certain themes, not understanding that many of the qualitative methods are semi-structured. Clear themes emerged through the use of qualitative methods that often validated, re-enforced, or provided more depth to both the numbers and the anecdotes that were discussed in the community meetings.
- **Multiple formats, tools, and dissemination strategies enhance the usability of assessment data:** Technical assistance coupled with diverse methods and strategies for data dissemination enhanced the accessibility and usability of the assessment data. Since the communities were moving at different speeds and taking varied approaches to the planning process, the assessment teams were able to develop assessment materials such as presentations and briefs that were tailored for each community. Materials were developed in multiple languages and the teams made every effort to make materials visually appealing and interactive.

- Attempts to keep it simple were complicated by requests to re-organize data or make comparisons:** In an attempt to align assessment data with local planning discussions, some assessment teams were asked to frame the findings differently, use different terminology, or abandon the reference to the three environments. These requests, and the lack of information about the content of the community plans, made it difficult to align the data in ways that were clear and meaningful to community members and staff. Furthermore, given that data had been collected around the social, service, economic, and physical environments, re-organizing the findings so late in the process added an additional layer of confusion in an already complex endeavor. With quantitative data (from Healthy City and the Census), there were requests for help to establish baseline where it might not be appropriate (e.g. substantiated cases of child abuse) or make comparisons to “well-off” communities that might be counter-productive.

## Big Picture Findings

The Best Start community assessment was clearly a significant undertaking with many individuals and organizations contributing their time, ideas, perspectives, and talents to the information gathering process. It was also an important learning opportunity with multiple benefits and by products. In addition to documenting needs, assets, and capacities in the 14 Best Start communities it also engaged community members in discussing and using data to make decisions, determine priorities, and develop their community plans. This process helped to increase the community’s comfort and interest in data.

While every Best Start community has its own unique combination of needs and assets, there were a variety of common themes we observed across the Best Start communities. The key findings include both critical needs and concerns for children 0-5 and their families as well as resources and assets that the community can build on to make and sustain community improvements. Common themes can be important because they point to opportunities among the Best Start communities to learn from one another about strategies to leverage similar assets or to address similar challenges or barriers. The specific nuances of each community can be found in their respective community assessment report.

Capacity building is one of three central strategies outlined in the First 5 LA strategic plan and focuses on building capacity in the areas of community engagement, community leadership, community infrastructure, and community investment. First 5 LA defines capacity building as the process to build and strengthen the capacity of an individual, organization, system, or community to define and achieve goals. In this context, the process builds and strengthens the ability of communities and community residents to define and support desired changes in the well-being of children and families.

### Social Environment

- Family members are important source of social support:** In the face of dwindling resources and services, parents often rely on the support of family members and neighbors, especially with childcare, information about resources, and informal social support to relieve stress.



- **Schools, community- and faith-based organizations are a trusted source of information:** In most communities, there are at least a few faith-based organizations, schools, and community organizations that are trusted sources of information. These are also places where parents can build relationships with each other. In addition to worship, education, and direct service these institutions often offer community classes and support groups and provide important spaces for community building.
- **Most communities grapple with ethnic and racial tensions:** Racial tensions exist in some communities, or within certain neighborhoods of a community. Racial tensions can be ameliorated when families interact because they use the same services or have children in the same school.
- **There are few leadership development opportunities for parents of young children:** In most communities, much of the community organizing focuses on youth and there are opportunities for leadership development among parents as their children become older. However, there are very few leadership development opportunities for parents with young children (0-5) who tend to be more isolated and disconnected from supportive institutions.
- **A solid foundation for community organizing and mobilization exists in most communities:** In all communities, there is a history of community organizing on a wide range of community-specific issues. Families and residents have organized around: safety (e.g. gangs, crime, street/traffic), education, health, neighborhood beautification (e.g. parks), and funding cuts to any programs the community consider vital (e.g. Head Starts, hospitals).
- **Most communities identified leaders they trust but feel disconnected from elected officials:** Relationships between residents and local elected officials are uneven across the communities. Some local governments have had a history of political scandals and are working to regain community trust, while others have leadership that may not reflect the demographic shift in the communities. All communities, however, were able to identify community leaders that they trust.



## Service Environment

- **Communities lack access to important services, particularly mental health and childcare:** For the most part, there is a lack of vital services in all the communities, especially mental health and childcare. Other services, such as health, nutrition, physical fitness, are adequate in some areas

within a community but insufficient overall. Families are also skeptical about the quality of services and will travel outside the community for services if they feel are better or if they are treated more respectfully.

- **Cost is a major barrier to access:** More and more families are finding themselves unable to afford certain services and programs because the cost has increased or the eligibility has become more restricted as a result of funding cuts. This includes childcare, preschool, and physical fitness programs.
- **Culturally appropriate service delivery is an ongoing challenge:** It is a challenge for service providers to develop the cultural and linguistic competence necessary to serve the diverse populations in the community. This challenge is not only applicable to Asian and Latino immigrants who have limited English proficiency, but it can also apply to African American families who feel they don't have enough services addressing their needs.
- **Immigration status keeps immigrants from accessing services:** Immigrants, both legal and undocumented, may not use services out of fear that it would compromise their chances for naturalization in the future, lead to deportation, or have their children taken away.
- **Service location and transportation hinder access:** In many communities, services are clustered in a handful of neighborhoods, and families outside of these neighborhoods are less likely to use these services, especially where safety is a concern. Transportation is a common barrier to accessing services. Even in areas where there is adequate public transit, traveling with multiple children can be a challenge.
- **Collaboration exists but requires resources to sustain:** In all communities there are many examples of collaboration between service providers, public agencies, and sometimes even schools and faith-based organizations. Many of these collaborations are dependent on funding and will or have waned in its absence.

## Economic and Physical Environment

- **Parks are important assets in every community, but limited supply and safety are major concerns:** Parks are generally considered a community asset where families can congregate. Much of the vibrant civic life in the community takes place in these parks, and many have seen improvement and increased usage. However, many families still do not feel safe in some of the parks. Another common complaint is the lack of green space and age-appropriate equipment and programs.

## Recommendations for Future Assessments

In April 2012, the community assessment team met with First 5 LA Best Start and Research and Evaluation staff to discuss lessons learned and considerations for future assessment efforts. The recommendations outlined below emerged from this discussion.

- **Launch assessment with interactive and participatory methods:** The community asset mapping exercise proved to be a highly successful way to initiate the data collection process. While efforts were made to inform and educate stakeholders about the assessment, it was not until the asset mapping that program staff and community members understood the benefits of gathering data and using it to assess each community’s assets, needs and priorities. Asset mapping helped to foster a sense of ownership among stakeholders and provided an interactive opportunity to engage in the “real time” collection and use of data. In many ways, it helped to de-mystify data and made it feel real, relevant, and tangible.
- **Align and integrate assessment efforts with other programmatic and data-related activities:** In an ideal world, the community assessment would have started at the same time as planning activities, ensuring a more seamless, timely and integrated approach. However, in reality complex community change initiatives are seldom seamless and require a great deal of orchestration to deal with competing demands and overlapping data collection efforts. Another notable success of the community assessment was the strong coordination and partnership between the assessment team, the Best Start capacity building team (specifically Senior Program Officer, Lee Werbel) and the R&E department. Consistent and regular communication helped ease the data burden on communities while linking the community assessment activities to other efforts and interests within First 5 LA. For example, the community assessment and First 5 LA’s Public Affairs Department developed a plan to share pictures and data generated from the community assessment’s participatory photography project with the Public Affairs Department.
- **Continue to use mixed-methods approach:** Both First 5 LA and the assessment team agreed that the mixed methods approach provided rich data and helped to tell a more compelling narrative for each community. In the future, more could be done to educate stakeholders about the value of using mixed methods and how primary qualitative data from focus groups and interviews can help provide better context to the numbers and secondary data sources.
- **Consider the use of administrative data:** In an effort to reduce costs and minimize the data collection burden on the community, future assessment efforts might include the review of administrative data. Administrative data are information gathered as part of the day-to-day operation of a program, department, or organization. This type of data could potentially complement other data collected as part of future assessments or Best Start evaluation efforts.

- **Understand the limitations and benefits of social network analysis:** The second part of the organizational survey asked service providers to rate their level of collaboration with other organizations working in the same community. This data was analyzed using a method known as social network analysis. The survey and social network analysis helped provide a better understanding of the service environment as well as preliminary networks of collaborators. However given the relatively low response rate, the analysis could only provide a limited picture of collaborative networks in each community. To strengthen the data quality and use of social network analysis in the future, First 5 LA should focus on a more defined universe – for example grantees and/or institutional partners in which collaboration is an explicit expectation. Once the universe is defined, it is important that all organizations in the network participate in the survey. This will yield much more robust and useful results.

Overall, the Best Start community assessment process was both challenging and successful on many fronts. It required a high level of flexibility, coordination and collaboration with multiple First 5 LA departments and contractors as well as with staff, residents, and stakeholders in each community. In summary, future efforts should consider the following key success factors:

- A stakeholder workgroup to help design and guide the process;
- a clear framework that defines and connects all the data elements;
- a flexible and responsive team approach that can implement a uniform framework across all sites while adapting and responding to the various nuances and levels of readiness in each community;
- consistent and continuous communication to all stakeholders using multiple venues and opportunities to share updates and findings; and
- a participatory and engaging mixed methods approach that helps build capacity to gather, interpret and use data for planning, decision-making, program improvement, and strategy development.

## Appendix A: Community Characteristics and Measures of Change

As part of the Best Start Community Assessment, we conducted a literature review to identify potential measures and indicators for community change initiatives. While there is a growing body of literature on best practices and lessons learned from place-based initiatives, the field has struggled to find a set of relevant indicators and measures to assess community change over time. Through the literature review, we were able to compile a variety of potential indicators to that are relevant to the First 5 LA Best Start effort. Given First 5 LA’s interest in community capacity building as well as the place-based nature of this effort, we adapted an “Environment” framework that was inspired by a PolicyLink publication called *Why Place and Race Matter*.<sup>2</sup> The following matrix highlights potential indicators that were pulled from the literature as well as their potential relevance or use.

<b>Social Environment:</b> Includes social supports & networks (social capital), sense of community & cohesion, community leadership, capacity for mobilization, civic engagement & political power			
Domain	Indicator	Importance	
<b>Social Support</b>	<b>Meeting places &amp; venues</b>	<ul style="list-style-type: none"> <li>#of meeting places (formal &amp; informal) currently utilized by residents &amp; organizations</li> <li># parks, school yards, &amp; other public spaces that are crime free<sup>2</sup></li> </ul>	<i>Identify the places and social networks where families gather &amp; get information (informal &amp; formal)</i>
	<b>Networks &amp; Supports</b>	<ul style="list-style-type: none"> <li># /names of organizations working in the area that promote the well being of children 0-5 years &amp; families<sup>3</sup></li> <li>Awareness of networks &amp; resources<sup>8</sup></li> <li>Substantiated child maltreatment reports per 1000 children (City/County child &amp; family services)<sup>2</sup></li> <li>Children in foster care<sup>2</sup></li> <li>Residents trust &amp; call police when their services are needed<sup>4</sup></li> <li>Police responds quickly &amp; helpfully when residents call them<sup>4</sup></li> </ul>	<p><i>Identify formal &amp; informal organizations, networks, &amp; systems that support the health &amp; well-being of children 0 to 5 &amp; families</i></p> <p><i>High numbers of substantiated cases of child abuse &amp; neglect &amp; foster care placements can indicate of a lack of social support in the community</i></p>
	<b>Community pride &amp; cohesion</b>	<ul style="list-style-type: none"> <li>Cultural organizations # available to community residents<sup>2</sup></li> <li>New immigration: % of population who are new immigrants, relative to City average<sup>5</sup></li> <li>Housing tenure: % of homes rented versus owned as a ratio of the city-wide average<sup>5 15</sup></li> </ul>	<i>Identify the sense of belonging &amp; commitment to the community. May predict engagement/support of individuals, families &amp; organizations for the partnership</i>

<sup>2</sup> Bell, J. and Lee, M. *Why Place and Race Matter*. PolicyLink (2011)

<b>Leadership &amp;&amp; Organization</b>	<b>Household composition</b> <ul style="list-style-type: none"> <li>■ # of people living alone<sup>4</sup></li> <li>■ Single-parent households: % of single parent households with children 0 to 5 years in comparison to City or County</li> </ul>	<p><i>People in single-person households tend to have weaker social support systems &amp; may be less involved or committed to geographic communities</i></p> <p><i>Single-parent households typically experience lower levels of social support than married/two parent households</i></p>
	<b>Neighborhood interaction</b> <ul style="list-style-type: none"> <li>■ Home language: % households that are not linguistically isolated<sup>5</sup></li> <li>■ People can walk safely at night in the neighborhood<sup>2</sup></li> </ul>	<p><i>While possible to function in a language other than English, belief that a common language is vital to a community's capacity to participate fully In the larger social &amp; economic structure of the region</i></p>
	<b>Leadership development</b> <ul style="list-style-type: none"> <li>■ # community &amp; public agencies that provide skills leadership development training/workshops<sup>15</sup></li> <li>■ # leadership training programs available to community members<sup>15</sup></li> <li>■ # of people from the community receiving leadership development training<sup>15</sup></li> </ul>	<p><i>A method of identifying emerging &amp; future leaders &amp; organizations that engage community members as leaders</i></p>
	<b>Community engagement</b> <ul style="list-style-type: none"> <li>■ # volunteer hours in local agencies</li> <li>■ # parents volunteering at children's school<sup>5</sup></li> </ul>	<p><i>Level of civic engagement &amp; involvement in PTA, volunteerism</i></p>
	<b>Voter registration</b> <ul style="list-style-type: none"> <li>■ # of registered voters</li> <li>■ % of registered voters who voted in most recent national elections</li> </ul>	<p><i>Civic engagement is correlated with...</i></p>
<b>Community empowerment</b> <ul style="list-style-type: none"> <li>■ # of parent advisory groups</li> <li>■ # parents participating in advisory groups</li> <li>■ # of people who attend public meetings &amp; community events</li> <li>■ # organizations that involve community members in decision-making &amp; policy setting<sup>3</sup></li> <li>■ # community members involved in decision-making &amp; policy setting by local organizations<sup>3</sup></li> </ul>	<p><i>Document how residents are currently involved in &amp; influence decision-making processes</i></p>	



<b>Policy &amp; Advocacy</b>	<b>Partners &amp; allies</b>	<ul style="list-style-type: none"> <li># agencies, funders, &amp; collaboratives in the community that work on behalf of children &amp; families</li> </ul>	<i>Identify types of partners/funders needed to implement, sustain &amp;/or leverage local community policy agendas</i>
	<b>Advocacy &amp; organizing</b>	<ul style="list-style-type: none"> <li># of advocacy groups working in community</li> </ul>	<i>Identify opportunities &amp; barriers for conducting advocacy &amp; organizing work that supports children &amp; families.</i>
	<b>Issues</b>	<ul style="list-style-type: none"> <li>Key issues in the community relevant to children 0 to 5 &amp; families</li> <li>#Organizations &amp; individuals who have served as advocates for children &amp; families</li> </ul>	<i>Identify issues that community members have previously advocated for &amp; unexpected allies</i>
	<b>Local policy/political will</b>	<ul style="list-style-type: none"> <li># policy initiatives related to children 0 to 5 &amp; families<sup>7</sup></li> <li># coalitions or task forces addressing issues in the four goal areas<sup>7</sup></li> <li>Resident involvement on local boards, commissions, etc.<sup>2</sup></li> </ul>	<i>Local policies &amp; ordinances related to the four goal areas (children are born healthy, maintain a healthy weight, are ready for school, are free of abuse &amp; neglect). When members of a community are involved in local politics, the perceived capacity for action increases as well as commitment to that community.</i>

**Service Environment:** Neighborhood-level services (both non-profit & public) including school, parks, childcare centers, health & social services. Includes issues of accessibility, affordability, quality & utilization.

	<b>Domain</b>	<b>Indicator</b>	<b>Importance</b>
<b>Organizational Services &amp; Resources</b>	<b>Community-based providers</b>	<ul style="list-style-type: none"> <li># ,diversity &amp; location of existing nonprofit organizations &amp; service providers</li> <li>Program quality<sup>8</sup></li> <li>Program operational efficiency<sup>8</sup></li> </ul>	<i>Inventory of existing organizations and providers that can be leveraged, strengthened and built upon</i>
	<b>Public-sector services &amp; programs</b>	<ul style="list-style-type: none"> <li># ,diversity &amp; location of existing public/government-sponsored services</li> </ul>	<i>Inventory of existing agencies that can be leveraged and built upon</i>
	<b>Pre-natal services</b>	<ul style="list-style-type: none"> <li># &amp; location of prenatal services &amp; hospital-based services<sup>2</sup></li> <li># &amp; location of breast-feeding programs &amp; U.S. Baby Friendly hospitals</li> </ul>	
	<b>Childcare &amp; preschool</b>	<ul style="list-style-type: none"> <li># &amp; location licensed &amp; family based childcare centers<sup>2,3</sup></li> <li># of preschools<sup>2,3</sup></li> <li># preschool slots relative to population of 3 -5 year olds<sup>3</sup></li> <li>Utilization of existing slots, waitlists for subsidized care<sup>3</sup></li> </ul>	



	<b>Family services</b>	<ul style="list-style-type: none"> <li># family support services, including parenting education, (what else?)</li> </ul>	
	<b>Community &amp; cross sector collaboratives</b>	<ul style="list-style-type: none"> <li>Inventory of networks, collaboratives &amp; systems</li> <li>Level of collaboration among each identified collaborative</li> <li>Coordinated assessments<sup>8</sup></li> <li># of referrals from one agency to another<sup>8</sup></li> <li>Joint planning sessions<sup>8</sup></li> <li>Cross organization standards<sup>8</sup></li> <li>Shared data systems for tracking individuals<sup>8</sup></li> <li>Participation in collaboratives, networks, &amp; systems<sup>2</sup></li> </ul>	
<b>Access &amp; Utilization</b>	<b>Cultural &amp; linguistic appropriateness</b>	<ul style="list-style-type: none"> <li># /%of organizations that have deliberate &amp; effective strategies to recruit &amp; retain diverse staff &amp; leadership that are representative of the community<sup>14</sup></li> <li># organizations that provide ongoing education to staff in culturally &amp; linguistically appropriate service delivery<sup>14</sup></li> <li># organizations that offer &amp; provide language assistance services to limited English proficient clients via interpreters &amp;/or bilingual staff<sup>14</sup></li> <li>Signage &amp; written materials provided in languages common to the community/service area<sup>14</sup></li> </ul>	<i>Degree to which available resources are culturally &amp; linguistically appropriate for families in that community predicts likelihood of use &amp; effectiveness</i>
	<b>Family-centered</b>	<ul style="list-style-type: none"> <li>How parents are engaged in service delivery and decision-making around services that impact their children<sup>2,3</sup></li> </ul>	
	<b>Accessibility/location</b>	<ul style="list-style-type: none"> <li>Physical location of centers and hours of operation</li> </ul>	
	<b>Accessibility/awareness</b>	<ul style="list-style-type: none"> <li>Existence, awareness and use of services<sup>8</sup></li> </ul>	<i>Identify services and resources that may require additional outreach and engagement.</i>
	<b>Accessibility/quality</b>	<ul style="list-style-type: none"> <li>Quality indicators depending on specific service domain</li> </ul>	
	<b>Barriers to access</b>	<ul style="list-style-type: none"> <li>Barriers to access depending on specific service domain</li> </ul>	
	<b>Collaboration</b>	<ul style="list-style-type: none"> <li>Nature and quality of organizational interaction, including funding sources, connections to school, referrals, common agendas</li> </ul>	<i>Recommend Gjada SAFAR framework to index current and ultimate levels of collaboration</i>

**Economic & Physical Environment:** The presence of resources & investments (public & private) contributing to neighborhood vitality including commercial services, employment opportunities, access to housing, parks & recreation facilities

	Domain	Indicator	Importance
Financial Investments & Resources	<b>Investments</b>	<ul style="list-style-type: none"> <li>Public and foundation investments in the community<sup>10</sup></li> <li>Diversity of existing resources and investments (money, time &amp; talent) available to families</li> </ul>	
	<b>Financial assets</b>	<ul style="list-style-type: none"> <li>Existence of banks, credit unions and ATMs</li> <li>% of families with bank accounts<sup>2</sup></li> <li>Access to mortgage lending<sup>2</sup></li> </ul>	
	<b>Commercial vitality</b>	<ul style="list-style-type: none"> <li># of business licenses per capita</li> <li># licenses that did not renew over time</li> </ul>	<i>Indicates the vibrancy of the local economy, the degree of support that exists for entrepreneurship and success of local businesses</i>
	<b>Employment and workforce potential</b>	<ul style="list-style-type: none"> <li># local employers<sup>2</sup></li> <li>Adult educational attainment<sup>2</sup></li> <li>% of workforce that is employed</li> <li>Number of wage earners age 16 to 64</li> </ul>	
	<b>Home ownership &amp; mobility</b>	<ul style="list-style-type: none"> <li>% of households that resided in the same household five years earlier</li> </ul>	<i>Residential stability contributes to neighborhood connectedness and increased social capital</i>
	<b>Housing density &amp; affordability</b>	<ul style="list-style-type: none"> <li>Density of housing</li> <li>Overcrowding</li> <li>Homelessness</li> </ul>	
	<b>Income mix</b>	<ul style="list-style-type: none"> <li>% of households with incomes of \$34,999 and below, \$35,000 to \$74,999 and \$75,000 above</li> </ul>	<i>There is a belief that mixed income communities that are racially integrated and multi-generational have the highest potential to participate in vitality of community</i>
	<b>Political climate/will</b>	<ul style="list-style-type: none"> <li>Existence of joint-use and community benefit agreements</li> <li>Barriers related to infrastructure development</li> <li>Identify businesses that “give back” to the community</li> </ul>	<i>To engage business partners that might participate in Best Start</i>

<b>Built Environment &amp; Resources</b>	<b>Green space</b>	<ul style="list-style-type: none"> <li>■ # location &amp; condition of community gardens, play spaces, parks, and recreational facilities for young children and their families<sup>16,17</sup></li> <li>■ # schools that allow use of athletic facilities by the public during non-school hours on a regular basis<sup>16</sup></li> <li>■ Identify underused open spaces/empty lots</li> </ul>	<i>Condition is relevant here, facilities may exist but may be unsafe to use either due to physical conditions (weeds, broken equipment, glass) or safety reasons (crime, gang activity)</i>
	<b>Walkability</b>	<ul style="list-style-type: none"> <li>■ Existence of sidewalks, bike trails, adequate lighting, traffic signals, etc.<sup>2</sup></li> <li>■ % land zoned for mixed use that specifically combines residential with commercial, institutional or other public use<sup>16</sup></li> <li>■ % of households with in .25 miles of a bus stop or .5 miles of a train stop<sup>16</sup></li> </ul>	<p><i>Mixed-use development decreases the distance between destinations which has been demonstrated to increase the number of trips made on foot or by bicycle</i></p> <p><i>Improved access to public transportation has been associated with increases in walking/bicycling</i></p>
	<b>Community Institutions</b>	<ul style="list-style-type: none"> <li>■ Existence of public institutions such as libraries, museums, cultural sites and institutions of higher education<sup>2</sup></li> </ul>	<i>Studies have demonstrated the strong role of arts, culture and community institutions in providing nuclei for growth of social capital and community development</i>

## Appendix B: Bibliography and Resources on Place-based Strategies

### Annotated Bibliography

1. **Couton, C. J., Chan, T., & Mikelbank, K. (2010). *Finding Place in Making Connections Communities: Applying GIS to Residents' Perceptions of Their Neighborhoods*. Washington, DC: The Urban Institute.**  
 “This paper demonstrates how a household survey can be used to ascertain residents’ views of the place they refer to as their neighborhood.” They used GIS mapping tools to understand the spaces identified as common, negotiable, and disputed by community residents.
2. **Kingsley, G. T. (Ed.). (1999). *Building and Operating Neighborhood Indicator Systems: A Guidebook*. Washington, DC: The Urban Institute.**  
 This report focuses on the background, implementation, and learning experiences of the National Neighborhood Indicators Project (NNIP), which developed and implemented computer-based information systems for community building/development. They also present several case studies.
3. **Weaver, L., Born, P., and Whaley D.L. (2010). *Approaches to measuring: Community change indicators*. Waterloo, Ontario: Tamarack.**  
 Paper is geared towards individuals, organizations, and collaboratives and reviews measurement tools used by organizations to measure community change in Canada across four outcomes areas: less poverty, more vibrant communities, more community engagement, more collaboration in communities.
4. **Scott, C. (2010). *Community Vitality: A Report of the Canadian Index of Wellbeing*.**  
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5. **Meagher, S. (2006). *A Neighbourhood Vitality Index: An Approach to Measuring Neighbourhood Well-Being, an Action for Neighbourhood Change Report*. Toronto, Ontario: United Way of Greater Toronto.**  
 Paper presents foundations approach to measuring neighborhood vitality. Includes a comprehensive list of indicators as well as a sample survey for gathering data.
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Proposal of a new model of the public health policy cycle: the Bridges From Knowledge to Action model. Focuses on the role of political will in developing & implementing public health policy that integrates scientific evidence & community participation.
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This study describes the development & psychometric evaluation of four scales measuring leadership for health promotion at an organizational level in the baseline survey of the Alberta Heart Health Project. Component analyzed included leadership scales of (a) Practices for Organizational Learning, (b) Wellness Planning, (c) Workplace Climate, & (d) Organization Member Development.
9. **Hicks, D., Larson, C., Nelson, C., Olds, D.L., & Johnston, E. (2008).The Influence of Collaboration on Program Outcomes: The Colorado Nurse Family Partnership. *Evaluation Review*, 32, 453.**  
The article explores the impact of collaboration on community initiatives by clarifying the construct of collaboration. Case studies are presented depicting varying degrees of collaboration among 16 community programs & explores impact on program outcomes.
10. **Quinn Patton, M. (2009). *Developmental Evaluation – Presentation*.**  
Presentation discusses the Developmental Evaluation model – a model that seeks to evaluate the development of a program, product, staff or organization, through a collaborative approach.
11. **Coffman, J. (2007). *A Framework for Evaluating Systems Initiatives*.**  
Examination of the emerging field of systems initiative evaluation; clarifies ideas, approaches, & language about evaluating system evaluation.
12. ***Strive Cincinnati 2010 Striving Together: Report Card***  
The Strive Partnership brings together leaders from the education, civic, business, nonprofit, & philanthropic sectors to support the educational success of Cincinnati’s children, from “the cradle-to-career”. The partnership works together to pursue Strive’s five goals that (1) Every child will be prepared for school; (2-4) Every student will be supported, succeeded academically, & enroll in college; & (5) Every student will graduate & enter a college. The Striving Together report identifies indicators of success around each of Strive’s goals & serves as a basis for discussion around areas of success & need.  
  
The outcome indicators identified includes the percent of children assessed to be ready for school (Goal 1), the percent of students at or above proficiency in reading & math (Goal 3), Percent of students who graduate from high school (Goal 3), Average score on the ACT (Goal 4), Percent of graduates who enroll in college (Goal 4), Percent of college students prepared for college level coursework (Goal 5), Percent of students who are retained in college (Goal 5), Percent of students

who graduate from college (Goal 5), & Number of college degrees conferred (Goal 5). Outcome indicators around Goal 2 were under study at the time of this report. The report details the process by which potential indicators for the partnerships goal that children are supported in & out of school were identified.

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First 5 LA Best Start

# Community Assessment

## Site Guidelines & Implementation Tools

May 2011



This guide was created to assist First 5 LA and the Community Assessment site teams with outreach and implementation. It includes general information, guidelines and tools that can be adapted for each community. It is not intended for public distribution.

### Appendix C: Implementation Guidelines

\*\*\*For Internal Use Only\*\*\*

## At-A-Glance



### What is the purpose?

The Community Assessment will help Best Start communities identify needs, strengths, and resources for supporting young children and their families. The information we gather will be used during the community planning process and will also help us assess change over time. Through the assessment process, we hope to answer the following questions:

- What community assets exist and how can we build on them?
- What's needed to help strengthen families and communities?
- What are the current conditions and influences that impact change in the community?
- What can we assess over time to know we are making progress?
- How can we learn about what's working and what to improve?

### Who is involved?

Harder+Company Community Research, in partnership with SSG and MIG, were selected by First 5 LA to help design the assessment and gather information in each community. Throughout the process, the assessment team will work closely with First 5 LA Best Start staff, community facilitators, and other key stakeholders to design, implement, and share assessment results in each community. Community participation is central to this process and a variety of activities are planned to seek their input and active participation.

### When and how will information be gathered?

Working closely with each community, the assessment team will gather community input from May thru August 2011 in the following ways:

- Focus Groups with residents and parents
- Community discussions and asset mapping
- Interviews with local community leaders
- Participatory Photography and Video Projects

### What happens with the information?

In September 2011, the assessment team will share and discuss the results with each community. This will provide useful information for the planning process and will help each community document their assets, needs, and priorities. Each community will receive a final assessment report by the end of 2011.

For more information, please contact  
Harder+Company at (213) 891-1113

## How to Use These Guidelines & Tools

These guidelines and tools were created to assist the Community Assessment teams with the implementation of assessment activities in each of the 14 Best Start communities. Our goal is to build upon existing activities and relationships whenever feasible and to partner with First 5 LA staff (program officers) and key community stakeholders. These guidelines are considered a “starting point” and we will continually update and add useful materials as needed. Topics covered include:

### Background: Purpose and design

- What’s the purpose?
- How will information be organized (framework)?

### Implementation: Logistics, Coordination and Outreach

- Who are the key partners and how do we coordinate?
- What’s the “big picture” timeline?
- What methods will be used?
- How will activities be sequenced?
- What’s the plan for outreach and recruitment?
- What are the assignments and how do we contact each site?



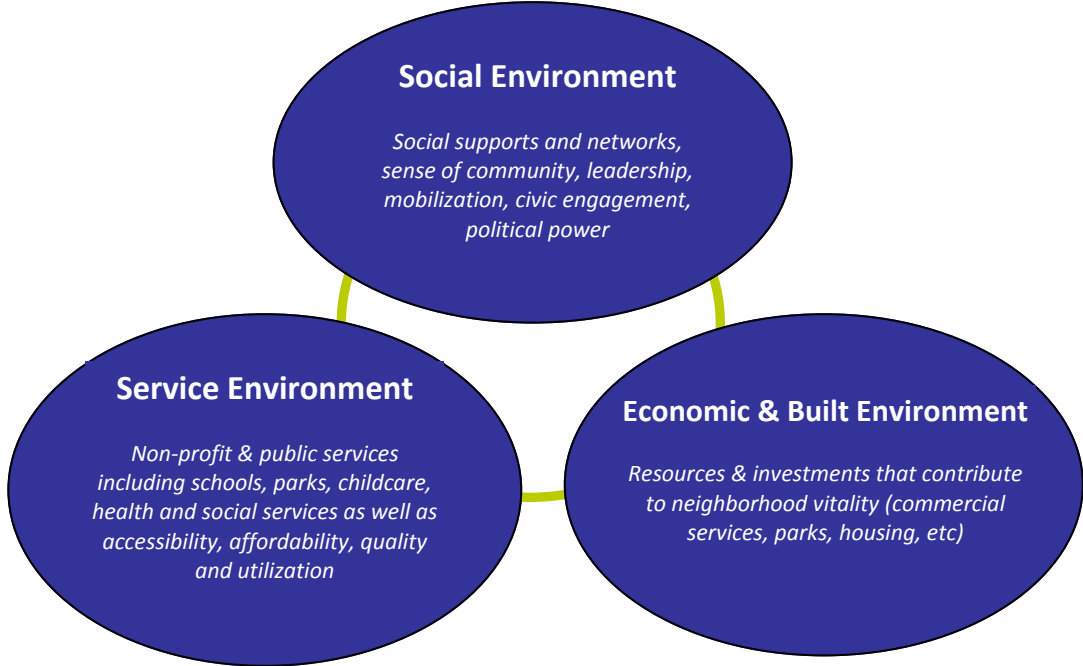
## Background & Design

In designing the assessment, a number of important issues were considered to make sure that the process is grounded in First 5 LA’s strategic plan, focuses on things that First 5 LA can actually influence or change in the community to make and sustain positive outcomes for children and families.

What do we want to learn, capture, and assess over time?	
<b>Planning (Baseline “snap shot”)</b>	<ul style="list-style-type: none"> <li>What community assets exist and how can we build on them?</li> <li>What’s needed to help strengthen families &amp; communities?</li> <li>What are the current conditions and influences (internal &amp; external) that impact change in the community?</li> </ul>
<b>Assessing Progress</b>	<ul style="list-style-type: none"> <li>How do we know we are making progress towards our goals?</li> <li>How can we learn about what’s working and what to improve?</li> <li>What community indicators can we assess over time?</li> </ul>
<b>Assessing Impact</b>	<ul style="list-style-type: none"> <li>How has the Best Start strategy affected each community and the lives of young children and their families?</li> <li>How do we know we’ve been successful?</li> </ul>

## How will information be organized (framework)?

The assessment will focus on three major “environments” or aspects of each community. These environments include:

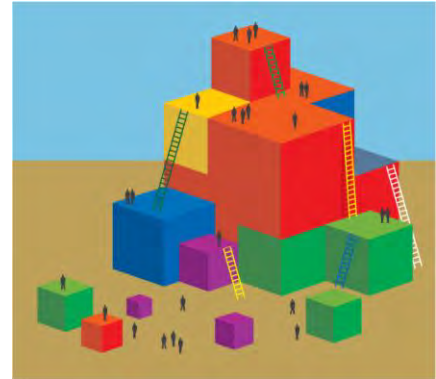




## Implementation: Logistics, Coordination & Outreach

### Who are the key partners and how do we coordinate?

While we will be coordinating and sharing information across sites, we will use a somewhat **“decentralized” and community-specific approach** to outreach and implementation. The hope is that assessment teams and First 5 staff can work in partnership to further the goals of the planning and assessment process. We will also be coordinating with other key players including the Supervising Facilitator, local site facilitators, and others involved in the Best Start communities. We will make every attempt to coordinate efforts and minimize duplication and meeting fatigue in the community!



**Step 1. Getting Acquainted:** Assessment site teams will attend community meetings for their assigned site, starting with “meeting 2.” The purpose is to observe and formally introduce themselves to the First 5 LA program staff. Assessment teams should RSVP and email the appropriate Senior Program Officer (SPO) to inform them of your attendance. Participation and role in future meetings will be determined by the First 5 staff and the Assessment Leadership Team (Sonia Taddy-Sandino, Loraine Park, Joelle Greene, or Eric Wat).

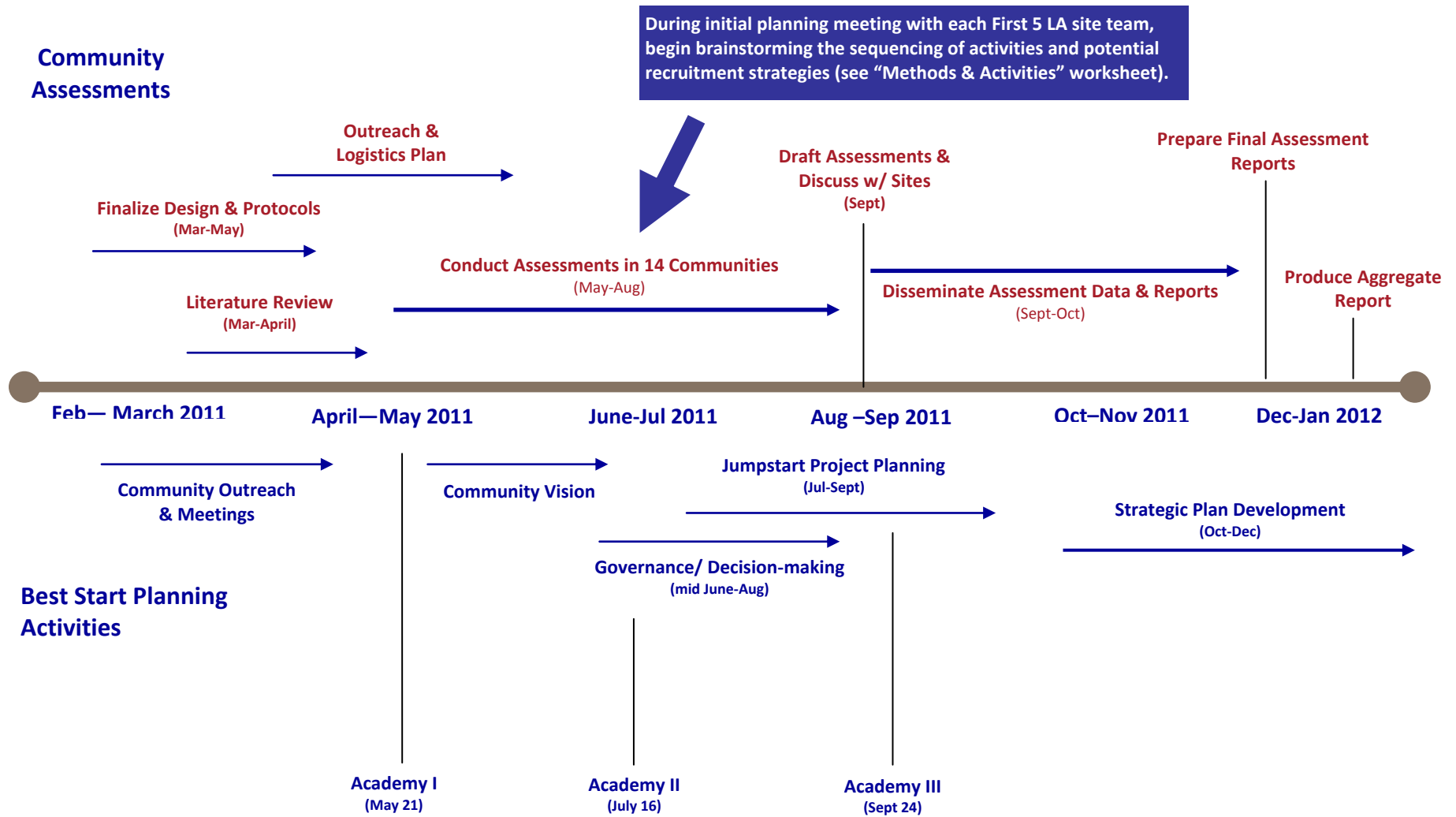
**Step 2. Site-Based Planning:** The assessment site lead will schedule a meeting with the First 5 LA Senior Program Officer and their community teams. A member of the Assessment Leadership Team (Sonia Taddy-Sandino, Loraine Park, Joelle Greene, or Eric Wat) will participate in these initial meetings to provide direction (see geographic assignments on page 9). The purpose of these initial meetings is to:

- **Provide Overview:** Provide an overview and answer questions about the assessment process
- **Discuss Timing & Sequencing:** Discuss the potential sequencing and timing of assessment activities based on the specific circumstances in each community (see “Methods & Activities” worksheet in this packet)
- **Discuss Initial Recruitment Ideas:** Brainstorm initial ideas about people we should talk to and how to recruit them. This may include reviewing attendance list from community meetings, reaching out to existing organizations or informal groups, etc.
- **Determine Communication Needs:** Summarize all action items and determine the best ways (frequency and modes) to continue to coordinate and communicate with the First 5 LA site-based team and other key partners.
- **Report Back:** Report back any issues, questions, and strategies to the Assessment Leadership Team for troubleshooting and/or sharing across sites.

**Step 3. Implementing & Ongoing Coordination:** The initial planning meeting will help set the stage for ongoing implementation and coordination. We anticipate that the level of interaction and communication with First 5 LA site teams will depend on each site and can be determined during the initial meeting. Please use the “Methods & Activities” worksheet in this packet to guide your implementation discussions.

### What's the "big picture" timeline?

It's important to note that the exact timing and sequencing of assessment activities will vary from community to community. However, the timeline below provides general timing of major assessment (above line) and programmatic components (below line).



## Methods & Activities

This worksheet is for internal planning and coordination. While we will use standardized questions and methods across sites, each team will determine the appropriate timing, sequencing, and recruitment strategies for each community.

Methods & Activity	Description & Purpose	Timing & Sequencing (If possible, identify specific dates & locations)	Recruitment & Outreach Strategies (Brainstorm who to recruit & potential outreach strategies)
<p><b>Community Session &amp; Asset Mapping</b></p>	<p><b>Purpose &amp; Logistics:</b> To engage community members in discussion about needs and assets specifically related to social environment, service environment, economic and built environment. May use neighborhood maps and graphically map out community leaders, programs and resources. Asset mapping clarifies where new resources can do the most good, providing building blocks for a successful implementation plan. Will be planned with F5LA staff &amp; supervising facilitator. Could be combined with “visioning.”</p> <ul style="list-style-type: none"> <li>■ <b>How many:</b> One community asset mapping session facilitated by H+Co/MIG</li> <li>■ <b>Who:</b> Community members (size depends on community)</li> </ul>		
<p><b>Focus Groups</b></p>	<p><b>Purpose/Logistics:</b> Our site teams will work closely with the First 5 LA staff to recruit participants and coordinate logistics. Bilingual and bicultural staff will be assigned as needed. Incentives and food will be provided.</p> <ul style="list-style-type: none"> <li>■ <b>How many:</b> 3 to 4 groups (10-12 participants each)</li> <li>■ <b>Who:</b> Parents, caregivers, residents and front-line staff such as <i>promotoras</i>, para-professionals, and community organizers.</li> </ul>		
<p><b>Key Informant Interviews</b></p>	<p><b>Purpose/Logistics:</b> Team will work with F5LA program staff and others to generate lists and identify people to interview.</p> <ul style="list-style-type: none"> <li>■ <b>How many:</b> Approximately 10-12 key informant interviews</li> <li>■ <b>Who:</b> Local community leaders not yet involved or new to the process or partnership. Might include local pastors, PTA leaders, resident associations, local CBOs, and other formal or informal grassroots organizations.</li> </ul>		

<p><b>PhotoVoice or Visual Data Project (optional)</b></p>	<p><b>Purpose/Logistics:</b> Visual data provides a different vantage point for understanding community perspectives and interacting with data. It also helps to build a sense of authenticity and ownership among community. Our site teams will work closely with F5LA staff to determine who to engage and what method would be most meaningful.</p> <ul style="list-style-type: none"> <li>■ <b>How many:</b> One per community</li> <li>■ <b>Who:</b> Residents of youth use photography or video to capture the images, perspectives, and voices of community members.</li> </ul>		
<p><b>Organizational Survey</b></p>	<p><b>Purpose/Logistics:</b> The survey will be used across all sites and is designed to capture information about the organization, services (0-5), populations served, funding sources, type and level of collaboration with other organizations, etc. The assessment team will work closely with program staff to ensure that the organizational lists and contact information is as complete as possible. Survey will be conducted online.</p> <ul style="list-style-type: none"> <li>■ <b>How many:</b> One survey per community (online) conducted by H+Co</li> <li>■ <b>Who:</b> Organizations serving the target community</li> </ul>		
<p><b>GIS Maps</b></p>	<p><b>Purpose/Logistics:</b> The assessment team will work with F5LA staff to develop determine what maps could be generated for each community. A menu of potential maps will be provided but might include mapping formal and informal networks, overlaying socioeconomic characteristics and the built environment, mapping undeveloped or under-used land, mapping high service areas, food deserts/concentration of fast food and liquor stores etc (related to health outcomes). Examples of questions that could be addressed through GIS mapping include: Where are community resources located? Are resources concentrated or scattered throughout the community? Are resources accessible to local residents and residents in other parts of the community?</p> <ul style="list-style-type: none"> <li>■ <b>How many:</b> To be determined</li> <li>■ <b>Who:</b> N/A Harder+Co team will generate maps</li> </ul>	<p>This will likely be an ongoing activity. Teams should think about what maps might be useful in their respective communities</p>	<p>N/A</p>

## Important Contacts

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LIVE HEALTHY  
NAPA COUNTY

# COMMUNITY HEALTH IMPROVEMENT PLAN

Live Healthy Napa County seeks to promote and protect the health and wellbeing of every member of the community. LHNC is a public-private partnership bringing together, among others, representatives from health, healthcare, business, public safety, education, government, nonprofits, and the general public to develop a shared understanding and vision of a healthier Napa County, with an action agenda to realize that vision.

Following the completion of the Comprehensive Community Health Assessment in April 2013, more than 150 LHNC community partners engaged in the Community Health Improvement Plan (CHIP) process and identified four **priority areas**:

- Improve **Wellness and Healthy Lifestyles**
- Address the **Social Determinants of Health** (SDoH)
- Create and Strengthen **Sustainable Partnerships** for Collective Impact
- Ensure **Access** to High Quality Health Services and Social Supports across the Life Course

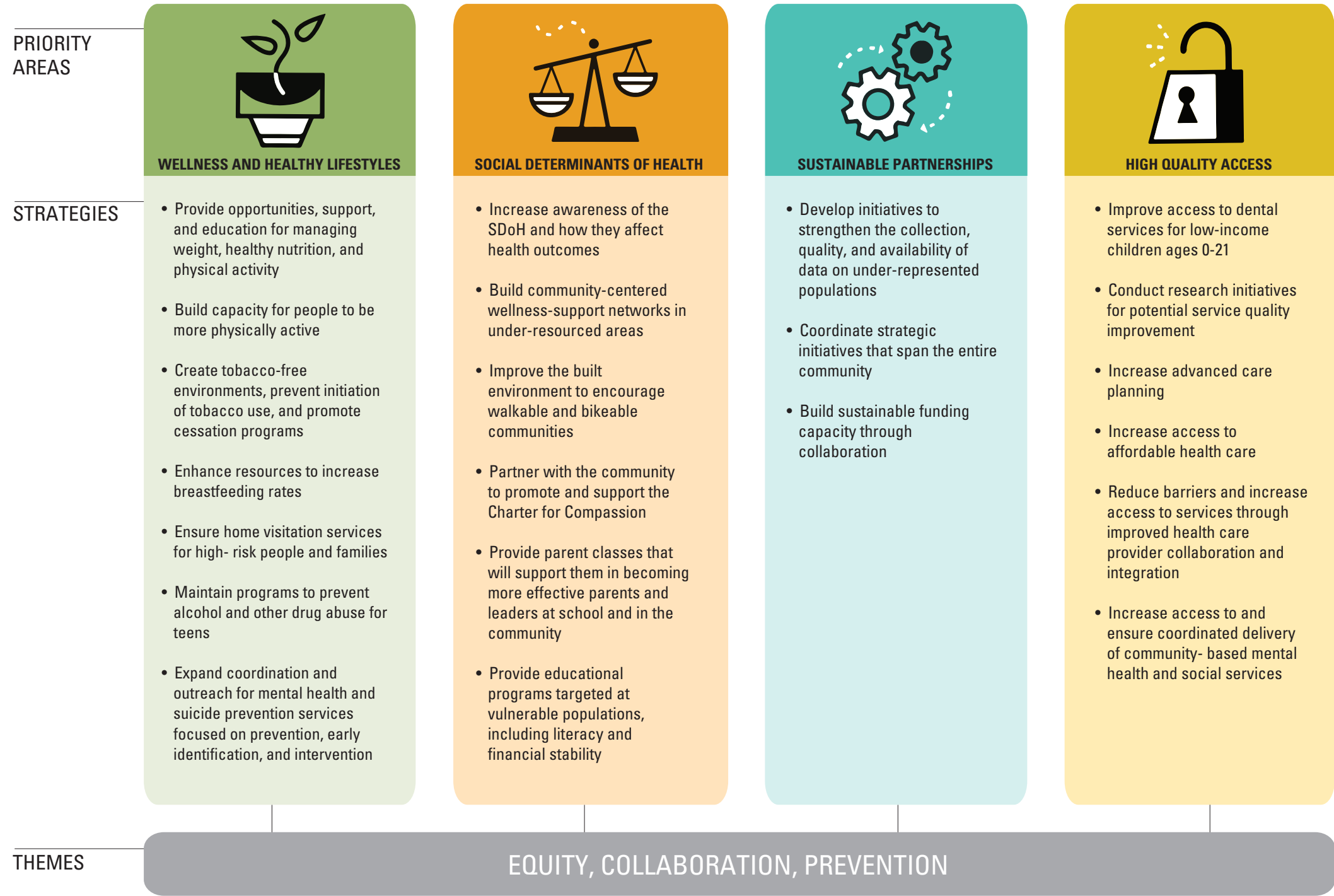
With these priority areas serving as the foundation, LHNC and its partners developed goals, objectives, strategies, and activities for each priority. These components provide a "to do" list for all of us to join together to improve community health for all residents of our county.

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## ACHIEVING OUR VISION

In Napa County, community members will take responsibility for improving and sustaining health through shared leadership, strategic planning, meaningful community engagement, and coordinated action.



### NEXT STEPS

Napa County will begin to implement this Community Health Improvement Plan (CHIP) in early 2014, through the use of the Napa County Community Health Action Plan. This plan outlines LHNC's specific strategies associated with each of our four priority areas, measurable activities, lead and partner agencies responsible for each activity, and deadlines for activity completion.

### CALL TO ACTION

We encourage you, residents and community organizations, to participate in this important effort by joining the **CHIP implementation activities, attending our collaborative meetings, developing recommendations, implementing programs, evaluating our efforts, or using the CHIP to guide your own work to improve community health in Napa County.** If you, or your organization, would like to get involved in the Napa CHIP, please contact Live Health Napa County for more information.



## Live Healthy Napa County Community Outreach and Engagement Toolkit

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### ***Purpose of Toolkit***

This Community Outreach and Engagement Toolkit is designed to inform participants of the Live Healthy Napa County (LHNC) health planning process and to solicit community opinion about the strengths and needs related to public health in Napa County. The data gathered from the toolkit activities will inform the health planning process. The toolkit findings will be used to develop strategies and plans which address prioritized needs, with the goal of improving overall community health.

The toolkit is intended for use by community-based organizations, public health practitioners and other local partners as they conduct outreach for the health planning process. The toolkit includes the following documents:

#### **A. Vision, Values and Guiding Principles**

This document articulates a vision, values, and guiding principles to shape health in Napa County in the years to come.

#### **B. Eight-Step Toolkit Guide**

The eight-step toolkit guide familiarizes toolkit facilitators with the toolkit design and desired outcomes.

#### **C. Napa County Health Fact Sheet**

A health fact sheet is included to provide contextual information on Napa County's current health status in relation to neighboring counties and the state of California.

#### **D. Community Health Survey**

A key element of the toolkit is the community health survey designed to assess the health status and healthcare needs of Napa County residents.

#### **E. Community Health Visioning Poster**

The health visioning poster is designed to engage stakeholders in a discussion of the resources, solutions and improvements needed to create a healthier Napa County.

#### **F. Mapping Activity**

A mapping activity is included to solicit information about the current strengths and resources of Napa County. A regional map indicating the four major areas in Napa County is also included to provide an at-a-glance illustration of where the majority of residents live and work.

#### **G. Glossary of Key Terms**

The glossary is a compendium of definitions and key terms that are frequently referenced by Live Healthy Napa County stakeholders.

## Live Healthy Napa County Draft Vision, Values and Guiding Principles

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### **Draft Vision:**

In Napa County, community members will take responsibility for improving and sustaining health through shared leadership, strategic planning, meaningful community engagement and coordinated action.

### **Draft Values:**

The Live Healthy Napa County Collaborative is dedicated to promoting and protecting the health and wellbeing of every member of the community. The core values guiding the Collaborative include:

- **Community** — Create a truly inclusive, community-driven process that prioritizes the strengths, needs and concerns of Napa County residents, workers and visitors.
- **Commitment** — Build long-term support and investment among community partners to ensure sustainability of a collaborative health system.
- **Collaboration** — Foster partnerships and coordinate existing plans to meet the evolving needs of the community and to avoid duplication of services.
- **Equity** — Value diverse cultures, concepts and beliefs while continually striving to achieve health equity for the entire community.
- **Visibility** — Raise awareness of public health within the community and deepen the public's understanding of social determinants of health.
- **Action** — Take meaningful action to expand and improve health and wellbeing in all of Napa County.

### **Draft Guiding Principles:**

The following seven principles are integral to the success of Live Healthy Napa County:

- **Systems Thinking** — to promote an appreciation for the dynamic interrelationship of all components of the local public health system required to develop a vision of a healthy community.
- **Dialogue** — to ensure respect for diverse voices and perspectives during the collaborative process.
- **Shared Vision** — to form the foundation for building a healthy future.
- **Data** — to inform each step of the process.
- **Partnerships and Collaboration** — to optimize performance through shared resources and responsibility.
- **Strategic Thinking** — to foster a proactive response to the issues and opportunities facing the system.
- **Celebration of Successes** — to ensure that contributions are recognized and to sustain excitement for the process.



# LHNC at a Glance

## How do we understand and improve health in our community?

When many of us think of health, we think of it in relation to disease or illness, but health is part of every aspect of our daily lives. The World Health Organization, the public health arm of the United Nations, defines health as *a state of complete physical, mental and social well-being and not merely the absence of disease or infirmity*. Improving health extends well beyond addressing illness.

Creating healthier individuals, families, and communities requires a complete approach that considers *all of the conditions in which people are born, grow, live, work and age, including the health system*. By addressing each of these conditions, sometimes called the “social determinants of health,” people and communities can be healthier and enjoy an enhanced quality of life. To ensure that everyone who lives, works, and plays in Napa County is healthy, we will all need to share this responsibility. Health care providers, public health officials, community members, and others can all contribute to the well-being of individuals and the population.

Factors and conditions that help us to be healthy		
Social and Economic Opportunities and Resources	Living and Working Conditions in Homes and Communities	Medical and Social Services/Personal Behavior
<ul style="list-style-type: none"> <li>▪ Economic development</li> <li>▪ Job opportunities</li> <li>▪ Educational opportunities and growth</li> <li>▪ Reducing poverty</li> <li>▪ Child and youth development</li> <li>▪ Civic and community engagement</li> </ul>	<ul style="list-style-type: none"> <li>▪ Community infrastructure (buildings, streets, sidewalks)</li> <li>▪ Natural environment (parks, playgrounds)</li> <li>▪ Healthy schools</li> <li>▪ Healthy worksites</li> <li>▪ Healthy neighborhoods</li> <li>▪ Healthy systems (food, transportation, housing)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Access to prevention-focused medical and social services</li> <li>▪ Health status awareness and self-empowerment</li> <li>▪ Healthy lifestyles and healthy choices</li> </ul>

## What is Live Healthy Napa County?

The Live Healthy Napa County (LHNC) collaborative is composed of a diverse set of stakeholders within Napa County and is dedicated to promoting and protecting the health and well-being of every member of the community.

The LHNC builds on the notion that health requires a shared responsibility approach and aims to serve as the catalyst or “spark” in helping to create conditions that help people in Napa County to be healthy. The vision of Live Healthy Napa County is to *encourage the community to take responsibility for improving and sustaining health through shared leadership, strategic planning, meaningful community engagement and coordinated action*.



## LHNC at a Glance

As part of achieving this vision, LHNC aims to have community members come together to address the following:

- + Identify and understand the specific needs and challenges of their own communities
- + Define their own health priorities and goals
- + Determine solutions to achieve a shared vision of a healthier Napa County

In 2010, Napa County conducted a community needs assessment to provide the foundation for policymakers, community organizations, and advocates to plan services more strategically and make needed improvements to conditions affecting health in the county. This year, LHNC—in collaboration with community members—wants to expand on the previous assessment and develop a more comprehensive community health assessment and improvement plan.

### **How will you be involved in the process?**

Live Healthy Napa County believes that everyone in the community has a role in keeping Napa County healthy and is committed to ensuring that this community health assessment and improvement plan is a community-based process. LHNC will provide many opportunities for community to give input on the strengths and needs of Napa County through community visioning workshops, community questionnaires, and focus groups.

Live Healthy Napa County encourages all community members to be a part of the process and improve the health of Napa County!

### **For more information....**

Live Healthy Napa County believes that everyone in the community has a role in keeping Napa County. For more information on getting involved in the project and to be notified of future events and updates, please email [LHNC@countyofnapa.org](mailto:LHNC@countyofnapa.org).



# outreach facilitator's guide

*Thank you for facilitating a community workshop for the Live Healthy Napa County planning process!*

These workshops are designed to inform participants about the Live Healthy Napa County (LHNC) planning process and to solicit community opinions about strengths and needs related to health in Napa County. The data gathered from the toolkit activities will inform the health planning process. The toolkit findings will be used to develop strategies and plans which address prioritized needs, with the goal of improving overall community health.

Here is your easy guide to helping community members provide input to the Live Healthy Napa County (LHNC) planning process! *Information to help you with each of these steps is included in this guide.*

## Before the workshop:

### 1 REVIEW

Please review the contents of the toolkit before your meeting or activity.

## During the workshop:

### 2 INTRODUCE

Introduce yourself, your role, and the purpose of the activity.

### 3 DESCRIBE

Briefly describe the Live Healthy Napa County planning process: the purpose, activities to date, planned next steps, and how the public can participate.

### 4 DISTRIBUTE & DISCUSS

Distribute the surveys (Part A) to each participant. Next, lead the vision activity (Part B). Then, distribute the maps and lead the mapping activity (Part C).

### 5 COLLECT

Collect responses from all participants and encourage them to complete the demographic questions. This helps us track who has participated in this activity.

### 6 PROMOTE

Encourage participants to sign up for email updates and attend upcoming Live Healthy Napa County events.

## After the workshop :

### 7 COMPLETE

Complete the reporting form for all sessions.

### 8 RETURN

Return your surveys and completed reporting form in the envelope provided within one week of your meeting.

**IMPORTANT: ALL COMPLETED TOOLKITS MUST BE MAILED BACK BY  
NOVEMBER 21, 2012!**

## FACILITATOR'S GUIDE

### STEP-BY-STEP GUIDE

#### 1 REVIEW (20–30 minutes before workshop)

Please review and familiarize yourself with the contents of the Outreach Toolkit.

##### *Contents include:*

- This eight-step guide
- Live Healthy Napa County Vision, Values and Guiding Principles (one copy on purple paper for your reference; described in Step 3, “Describe”)
- LHNC “At A Glance” Fact Sheet (15 copies on white paper; described in Step 3, “Describe”)
- Community Health Survey (15 copies on yellow paper; described in Step 4, “Distribute and Discuss”)
- Glossary of commonly-used terms (one copy for your reference throughout the workshop)
- One large Vision Poster (described in Step 4, “Distribute and Discuss”)
- Post-it Notes to be used in the Vision Activity (described in Step 4, “Distribute and Discuss”)
- Mapping Activity Worksheet (15 copies on green paper; described in Step 4, “Distribute and Discuss”)
- Twenty 11” x 17” maps, four of each area in the County, to be used in the Mapping Activity (described in Step 4, “Distribute and Discuss”)
- Five sets of colored dots to be used in the Mapping Activity
- Sign-in sheet to collect participants’ contact information so they can receive notice about future outreach activities.
- Outreach Reporting Form (described in Step 7, “Complete”)
- A pre-addressed, stamped envelope for returning all of the completed materials (described in Step 8, “Return”)
- Miscellaneous supplies: a box of pens, tape, etc.

##### **Logistical Considerations**

Before you begin, you will want to consider some logistical details:

- Confirm the workshop time, date, and location address.
- Make sure you are on the agenda if necessary.
- Bring enough copies of the materials for your group.

Note that you may need to make additional copies of some materials if you have a large group.

- Make sure that the workshop room has tables available for the mapping activity.
- Set up the room for a good conversation. Have the participants gather around a table, or place the chairs around a table so everyone can see you and each other.

##### **Facilitator Tips**

- Remember to keep the conversation balanced. Make a special effort to engage less active participants.
- Acknowledge different views and opinions within your group to encourage all participants to speak.
- Remain objective and neutral. Your role as facilitator is to encourage participants to share their opinions and responses—not to share your own.

##### **A special note for Spanish-language facilitators:**

If you will be facilitating a workshop in Spanish, most of the materials described in this guide will be provided to you in Spanish for your participants as part of your toolkit. However, the Community Health Fact Sheet and the area maps are provided only in English. For Spanish-language workshops, we encourage you to review the fact sheet in advance and then share the key pieces of information from it in Spanish with your group in Step 3, “Describe,” rather than handing out the fact sheet. For the mapping activity, you should be able to proceed as described in this guide using the maps and the accompanying Spanish-language Mapping Activity Worksheets.

#### 2 INTRODUCE (5–10 minutes)

*Materials: None*

Adapt the language in this guide as needed for your group, depending on your comfort level and group’s communication preferences.

- Introduce yourself and explain your role as the facilitator, and then ask participants to introduce themselves and say if they are here to represent a group, organization, neighborhood, etc. Keep this short and to the point. (Your introduction will set the tone for the rest of the participants.)
- Let the group know your role or relationship to the Live Healthy Napa County (LHNC) process. Share your



## FACILITATOR'S GUIDE

enthusiasm for the process and tell them why you think their participation is important.

- Explain that you are providing information about the process and are seeking input from the community.

*Sample Introduction:*

“Today I’d like to provide you with information about the Live Healthy Napa County, or LHNC [pronounced “link”], planning process, which is being led by a collaborative of public health agencies, hospitals, community non-profits and other stakeholders. The goal of LHNC is to promote and protect the health and well-being of every member of our community. You’ll learn more about the LHNC process in a moment. Before we begin, though, I’d like to take a moment to tell you who I am and find out who you are and why you’re here.”

[Participant introductions]

“Great! Thanks for coming today. The LHNC process relies on input from the community, so we’d like to hear from you about what being healthy in Napa County means to you and your family, and how we can make our county healthier in the future.

The LHNC Team will take the results from surveys and activities you complete at this workshop and combine them with results from other workshops being held all over Napa County. These results will be used to help plan for a healthier Napa County.”

### 3 DESCRIBE (10–15 minutes)

*Materials: Vision, Values and Guiding Principles sheet (purple) and LHNC “At A Glance” Fact Sheets (white)*

In this section of the workshop, you will be orienting participants to the LHNC process and briefly sharing the LHNC vision, values, and guiding principles so that they understand the context of the workshop activities. Begin by handing out the LHNC “At A Glance” Fact Sheet and reviewing the project vision, values and guiding principles with the group using your reference copy. Encourage participants to glance through the fact sheet, but let them know that they do not need to read everything now. These materials may help them as you move through the workshop activities.

Provide the group with a brief snapshot of the LHNC process. Some talking points may include:

- The LHNC Collaborative is made up of a **diverse set of stakeholders** within Napa County and is dedicated to promoting and protecting the health and well-being of every member of the community.
- Improving our health requires a **shared responsibility**, and LHNC aims to serve as the **catalyst or “spark”** to help create a healthier Napa County.

Share the draft vision and values of LHNC, and let participants know they will have opportunities to weigh in on these.

- **Draft Vision:** In Napa County, community members will take responsibility for improving and sustaining health through shared leadership, strategic planning, meaningful community engagement and coordinated action.
- **Draft Values:** Community, Commitment, Collaboration, Equity, Visibility, Action

Let participants know what the LHNC outcomes will be. The process will allow participants to:

- Identify and understand the specific needs and challenges of their own community
- Define their own health priorities and goals
- Determine solutions to achieve a shared vision of a healthier Napa County

You may also want to provide the group with the background of the project:

- In 2010, Napa County conducted a community needs assessment to help plan services strategically and make needed improvements.
- Now, we want to expand on that work to develop a more comprehensive community health assessment and improvement plan.

Finally, brief participants on what their role in the LHNC process is:

- Everyone in the community has a role in keeping Napa County healthy.
- You will have many opportunities to give input on the strengths and needs of Napa County, beginning right now!

### 4 DISTRIBUTE & DISCUSS (60–75 MINUTES)

After you introduce yourself and briefly describe the project, begin the workshop activities. There are three activities that



## FACILITATOR'S GUIDE

participants will complete in this section. Please follow the instructions carefully.

### Part A: Community Health Survey (15 minutes)

*Materials: Surveys (one for each participant), pens*

Distribute the Community Health Survey to each participant. Ask each participant to take a few minutes to complete the survey individually. Provide 10 to 15 minutes for survey completion as time allows. If you are tight for time, you may want to ask participants to complete the surveys on their own and return them at a later date or to enter their responses online. However, it is preferable to have the surveys completed during the workshop if at all possible to ensure that they get back to the project team.

### Part B: Poster Activity: Future Vision for a Healthy Napa County (20–30 minutes)

*Materials: Vision Poster, tape, pens, post-its*

Explain to participants that you'll be asking them to share their opinion about their vision for being healthy in Napa County in the future. Tell them that as you are asking them to answer the questions, they should pause for a moment to think and then write their answers on a post-it before any discussion starts. For each question, they should write one answer per post-it; they can use multiple post-its for multiple ideas. Remind the group that this exercise is focusing on *the future*.

Use the large blank piece of paper so that you can see and lightly organize the responses. Sort and review the responses and then fill in the template. You do not have to wordsmith or have total agreement on all of the items listed on the template. They are intended to be a collective summary of the group's responses. Fill in as many of the circles as you need.

#### *Question 1) What does a healthy Napa County mean to you?*

Explain that to create a countywide vision of health, residents first need to step back and think about what features and qualities contribute to being healthy. Ask each participant to identify two or three strengths, resources or assets that can support being healthy in Napa County in the future. Then ask participants to write two to three outcomes that would represent being healthy for all Napa County residents.

If participants have a difficult time thinking about the future, encourage them to think about qualities that they like about Napa County today. How might these features be retained and expanded in the future? If needed, provide examples such as “a community where children can walk to school,” or “neighborhoods where it is easy to buy healthy foods.”

#### *Question 2) What resources and/or improvements are needed to support individual health and to create healthy communities in the future?*

Explain to participants that you'll be asking them to share their views on resources and improvements needed to support being healthy in Napa County in the future. Tell them that as you are asking them to answer questions, they should pause for a moment to think and then write their answers on a post-it before any discussion starts, just as they did before.

Collect the responses and use the large recording template to capture ideas so that you can see and lightly organize the responses. Sort and review the responses to group similar comments and ideas. Give participants an opportunity to share their own ideas and discuss and comment on others' ideas as you fill out the template. You do not have to wordsmith or have total agreement on all the items listed on the template. They are intended to be a collective summary of the group's responses. Fill in as many of the circles as you need.

#### *Question 3) Top Three Improvements*

Ask each participant to identify one or two top resources and improvements that must be addressed to ensure that Napa County residents can be as healthy as possible in the future. Put responses on a post-its, sort and review the post-its on the blank sheet, then summarize and write on the template, as with Questions 1 and 2.

### Part C: Mapping Activity: Snapshot of Current Conditions (20–30 minutes)

*Materials: Maps (one for each group of three), Mapping Activity worksheets, pens, post-its, red and blue stickers*

This activity is designed to provide information that will help connect, strengthen, and leverage the existing health assets and resources in Napa County. For this activity, participants will work in groups of three. Each group will use an 11”x17” map to identify assets and challenges related to countywide

## FACILITATOR'S GUIDE

health that can be found on a map, including physical places or areas.

There are four maps available for this exercise covering the following areas:

- 1) Napa/American Canyon and surrounding areas
- 2) Yountville/Rutherford/Oakville and surrounding areas
- 3) St. Helena/Calistoga and surrounding areas
- 4) Angwin/Lake Berryessa and surrounding areas

Ask participants to group themselves according to where they live or use services most frequently in the county. (If you are working with a local community or neighborhood organization, you may only have maps for your region of the county, in which case you can ask participants to count off to form groups.) Then distribute the appropriate maps to each group.

Each group will also be given two sets of stickers. The **blue** stickers will be used to geographically identify answers to the following question: *What strengths, resources or assets support health in Napa County?* The **red** stickers will be used to geographically identify answers to the following question: *What challenges, problems and issues detract from health in Napa County?*

### Question 1) Assets

Using the map, ask each group to discuss Napa County's assets and to place blue stickers on the top five (5) assets or resources that support health in the county. Participants will number each of their chosen assets and then write the names of the assets on their group's Mapping Activity Sheet. For example, a group might place a blue sticker on the Skyline Wilderness Park and label it as #1. A group member would then refer to the Mapping Activity Sheet and, under Asset #1, write "Skyline Wilderness Park." Encourage groups to work together to reach agreement on the five assets they choose.

### Question 2) Challenges

The groups will repeat this process to identify the top five (5) challenges or issues that detract from health in Napa County. For example, a group might place a red sticker near the Lake Berryessa community and label it as #1. A group member would then refer to the Mapping Activity Sheet and,

under Challenge #1, write "Lake Berryessa—lack of jobs and employment opportunities."

For countywide assets, ask participants to place stickers on the borders of the map. For example, a group might want to list Napa County's public education system as their #1 health asset. A group member would place and number a blue sticker on the border and refer to the Mapping Activity Sheet. Under Asset #1, he would write "Napa County's public education system."

Remind participants that this activity is designed to highlight the *current health assets and challenges* in Napa County. There will be opportunities later in the planning process to discuss specific solutions.

### 5 COLLECT (2–3 minutes)

At the conclusion of the session, collect responses from all participants and encourage them to complete their response for each of the three activities.

### 6 PROMOTE (5 minutes)

*Materials: Sign-in sheet*

Encourage participants to stay involved in the Live Healthy Napa County process by signing up to receive Live Healthy Napa County email updates. Let them know that a website will be available soon, and that their friends and neighbors can participate by filling out the survey online.

### 7 COMPLETE (10 minutes after workshop)

Following the session, complete the last page of this guide and return the information as described in Step 8, "Return." We would like to know who participated in the community workshops, so please complete the group Outreach Reporting Form on the second-to-last page of this packet.

Please provide your contact information and tell us about your group. Share your observations about the characteristics of your group to help us determine whom we have reached through this process. If you are not comfortable estimating ages or guessing ethnicities of group members, please provide some descriptive comments to help us determine who participated (e.g., "some participants were retirees who spoke Spanish").

## FACILITATOR'S GUIDE

The Outreach Reporting Form includes the following information for you to fill out, including your contact information and information about the group. An example of how to fill out the form follows.

### *Sample Outreach Reporting Form*

- Date of Discussion: *11/10/2012*
- Discussion Group Leader(s) Name: *Joe Facilitator*
- Discussion Group Leader Telephone: *555-555-5555*
- Discussion Group Leader Email: *youremail@email.com*
- Group Name: *Chamber of Commerce*
- Outreach Event Location: *Downtown Church*
- Number of Participants: *16*
- Age Group/Age Range: *Adults: mixed ages 21 to 55*
- Group Characteristics: *Adult wellness group members, mixed ethnicity, some members speak Spanish.*

If you had time for a longer discussion, please use the second page of the form to record the results. Be sure to note the key points and the topics that generated the most discussion.

### ⑧ RETURN (5 minutes after workshop)

Use the pre-addressed envelope to return all of your materials to the team within one week after the outreach event to:

MIG

Attention: Jamillah Jordan  
800 Hearst Avenue  
Berkeley, CA 94710

Please be sure to include all of the following:

- Completed Vision Poster
- Completed surveys
- Completed Mapping Activity Worksheets
- Completed Outreach Reporting Form
- Completed Sign-In Sheet
- Any additional notes from your workshop

*Thank you for your help!*

# Live Healthy Napa County Community Health Survey

Please take a minute to complete the survey below. **The purpose of this survey is to get your opinions about community health issues and concerns in Napa County.** Live Healthy Napa County (LHNC) will use the results of this survey and other information to identify the most important problems that can be addressed through community action.

**Your opinion is important!** If you have already completed a survey, please don't fill out another one. Thank you and if you have any questions, please contact us (*see contact information on back*).

1. Where do you live? Please check **one** from the following list:

- American Canyon
- Angwin
- Calistoga
- City of Napa
- Deer Park
- Lake Berryessa
- Oakville
- Rutherford
- St. Helena
- Yountville
- Other: \_\_\_\_\_

2. Where do you work? Please check **one** from the following list:

- American Canyon
- Angwin
- Calistoga
- City of Napa
- Deer Park
- Lake Berryessa
- Oakville
- Rutherford
- St. Helena
- Yountville
- Work at home
- Not working
- Work outside of Napa County
- Unincorporated Napa County
- Other: \_\_\_\_\_

*For the following questions, please circle the number to the left of your answer.*

3. In the list below, what do you think are the **three** most important factors that make this county a good place to live?

Circle only 3 numbers of the 15 below:

- 1 Community involvement
- 2 Low crime/safe neighborhoods
- 3 Good schools
- 4 Access to health care
- 5 Parks and recreation
- 6 Clean environment
- 7 Affordable housing
- 8 Acceptance of diversity
- 9 Good jobs and healthy economy
- 10 Strong family life
- 11 Healthy behaviors and lifestyles
- 12 Low death and disease rates
- 13 Religious or spiritual values
- 14 Arts and cultural events
- 15 Other: \_\_\_\_\_

4. In the list below, what do you think are the **three most important** health issues in Napa County? (The most important health issues are those problems that you feel have the greatest impact on overall community health in Napa County.)

Circle only 3 numbers of the 21 below:

- |  |   |
|--|---|
| 1 Motor vehicle crashes                            | 12 Homelessness   |
| 2 Violence (e.g., gangs, firearm-related injuries) | 13 Tobacco use  |
| 3 Mental health issues                             | 14 Alcohol and drug abuse   |
| 4 Sexually transmitted diseases (e.g., HIV, HPV)   | 15 Lack of access to health care                                  |
| 5 Teenage pregnancy                                | 16 Chronic diseases (e.g., cancer, diabetes, high blood pressure) |
| 6 Domestic violence                                | 17 Aging problems (e.g., arthritis, hearing/vision loss, etc.)    |
| 7 Child abuse / Child neglect                      | 18 Agricultural pesticides  |
| 8 Hunger   | 19 Air quality  |
| 9 Healthy food access/ Poor diet                   | 20 Water quality/ Water conservation                              |
| 10 Inactivity/ Lack of exercise                    | 21 Other: _____   |
| 11 Unsafe roads/ Sidewalk conditions               |   |

5. I think Napa County is a \_\_\_\_\_ community to live in.

Circle one to fill in the blank.

- 1 Very Unhealthy    2 Unhealthy    3 Healthy    4 Very Healthy    5 Don't Know

6. I think Napa County is a \_\_\_\_\_ place to grow up or raise children.

Circle one to fill in the blank.

- 1 Very Unsafe    2 Unsafe    3 Safe    4 Very Safe    5 Don't Know

7. Where do you go most often to access health care services for yourself and your family?

Circle one number that best applies:

- 1 Napa County hospitals
- 2 Napa County clinics/ health centers
- 3 Napa County emergency rooms
- 4 Community-based organizations
- 5 Schools/Universities
- 6 Mobile health vans
- 7 Alcohol or drug dependency programs
- 8 Napa County Health and Human Services Agency
- 9 Other: \_\_\_\_\_

8. If you needed health care services in the past year, were you able to get these services in Napa County?

Circle one number that best applies:

- |       |   |
|-------|---|
| 1 Yes | 3 I was able to get some services in Napa County, but not all the services that I needed. |
| 2 No  | 4 I did not need any health care services.  |

If no, please explain why you were not able to get health care services in Napa County.

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9. If you got health care services outside of your home city, circle one number that best matches why:

- 1 My doctor of choice is in another city.
- 2 No providers for services I need.
- 3 My insurance only covers doctors in another area.
- 4 No appropriate doctors accept Medicare or Medi-Cal.
- 5 Other: \_\_\_\_\_

10. Within the past year, what types of mental health services did you or anyone in your family use?

Circle all numbers that apply:

- |                      |  |
|----------------------|--|
| 1 None               | 5 Residential Treatment                              |
| 2 Crisis Care        | 6 Needed services, but did not use because:<br>_____ |
| 3 Hospitalization    |  |
| 4 Counseling/Therapy |  |

11. How do you pay for your health care?

Circle all numbers that apply:

- |  |                           |
|--|---------------------------|
| 1 No insurance (pay cash)                                      | 6 Healthy Families        |
| 2 Health Insurance (e.g., private insurance, Blue Shield, HMO) | 7 Veterans Administration |
| 3 Medi-Cal   | 8 Indian Health Service   |
| 4 Medicare   | 9 Other: _____            |
| 5 Medicare Supplemental Insurance                              |                           |

12. Within the past year, what types of social service benefits did you or anyone in your family receive?

Circle all numbers that apply:

- |                              |                          |
|------------------------------|--------------------------|
| 1 None                       | 8 Subsidized child care  |
| 2 Food stamps (SNAP)         | 9 Child welfare services |
| 3 Healthy Families insurance | 10 Unemployment services |
| 4 TANF (Cash Aid)            | 11 Legal Aid             |
| 5 Housing assistance         | 12 Social Security       |
| 6 Medi-Cal/Medicare          | 13 Other: _____          |
| 7 Respite care               |                          |

13. If you received benefits, were you able to get them in Napa County?

- Yes
- No

If no, please describe/explain.

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Please answer the following questions about yourself so we can see how different types of people feel about these local health issues. *(This section is optional.)*

22. Zip code where you live: \_ \_ \_ \_ \_

23. Your Gender:  Male  Female

24. Your age:

Circle one.

- 1 Under 18 years
- 2 18 to 25 years
- 3 26 to 39 years
- 4 40 to 54 years
- 5 55 to 64 years
- 6 65 to 80 years
- 7 Over 80 years

25. Ethnic group(s) you most identify with:

Circle all that apply.

- 1 African American/Black
- 2 Asian/Pacific Islander
- 3 Hispanic/Latino
- 4 Native American
- 5 White/Caucasian
- 6 Other: \_\_\_\_\_

26. Your highest educational level:

Circle one.

- 1 Less than High School graduate
- 2 High School Diploma
- 3 GED
- 4 Some college
- 5 College degree
- 6 Graduate or professional degree or higher
- 7 Other: \_\_\_\_\_

27. Annual Household Income:

Circle one.

- 1 Less than \$20,000
- 2 \$20,000 to \$34,999
- 3 \$35,000 to \$49,999
- 4 \$50,000 to \$64,999
- 5 \$65,000 to \$79,999
- 6 \$80,000 to \$100,000
- 7 Over \$100,000

Number of people in your household\*: \_\_\_\_\_

*\*Household means the number of family and non-family members living in the same house together.*

28. Where did you get this survey?

Circle one.

- 1 Church
- 2 Community Meeting/ Event
- 3 Grocery Store/ Shopping Mall
- 4 Post Office
- 5 Electronic mail
- 6 Other: \_\_\_\_\_

**Thank you very much for your response!**

Please return completed surveys to the address below by November 30, 2012. You can also scan and fax or email the completed surveys. If you would like more information about this project, please contact us at the number below.

Mail to: MIG, Attn: Jamillah Jordan  
800 Hearst Avenue  
Berkeley, CA 94710

Phone: 510-845-7549  
Fax: 510-845-8750  
Email: jamillahj@migcom.com

## Live Healthy Napa County Outreach Toolkit Reporting Form

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**Please fill out this form for all sessions.**

***Date of Discussion:***

***Facilitator(s):***

***Group Name:***

***Group's Contact Person:***

***Telephone:***

***Email:***

***Event Location (Facility and City Name):***

***Number of Participants:***

***Age Group/Age Range:***

***Group Characteristics:***

**(Use a general description such as: Chamber of Commerce members, church group, American Canyon High School students, etc.)**

Over →

***Specific Issues or Points of Discussion:***

**Please return all reporting forms and questionnaires within one week of your meeting by mail in the enclosed addressed envelope to:**

**MIG  
Attention: Jamillah Jordan  
800 Hearst Ave.  
Berkeley, CA 94710**







800 HEARST AVENUE | BERKELEY, CA 94710  
(510) 845-7549 | WWW.MIGCOM.COM

Attachment: MIG\_City of Moreno Valley\_Engage Moval Proposal (3262 : ACCEPTANCE OF THE TRANSFORMATIVE CLIMATE COMMUNITIES

# Resource Allocation Matrix

	Esmeralda Garcia Principal-in-Charge		Jamilah Jordan Project Manager		Project Associate		Christine Santana Graphic Designer		MIG Totals	Direct Costs	Professional Fees Totals	
	Hours @	\$195	Hours @	\$150	Hours @	\$110	Hours @	\$100				
<b>Task 1: Project Kickoff and Logistics</b>												
1.1 Project Team Kickoff	6	\$1,170	6	\$900	6	\$660	0	\$0	18	\$2,730	\$350	\$3,080
1.2 Establishment of Activities	1	\$195	2	\$300	0	\$0	0	\$0	3	\$495	\$0	\$495
1.3 Website Development and Maintenance	1	\$195	8	\$1,200	20	\$2,200	6	\$600	35	\$4,195	\$125	\$4,320
1.4 Toolbox Expectations	1	\$195	4	\$600	2	\$220	0	\$0	7	\$1,015	\$0	\$1,015
1.5 Outreach and Engagement Materials	2	\$390	10	\$1,500	18	\$1,980	14	\$1,400	44	\$5,270	\$150	\$5,420
<i>Subtotal</i>	11	\$2,145	30	\$4,500	46	\$5,060	20	\$2,000	107	\$13,705	\$625	\$14,330
<b>Task 2: Disadvantaged Community Assessment, Outreach, and Engagement</b>												
2.1 Assessment of Disadvantaged Communities (DAC) Data and Characteristics	1	\$195	4	\$600	10	\$1,100	0	\$0	15	\$1,895	\$150	\$2,045
2.2 Door-to-Door Canvassing	1	\$195	4	\$600	12	\$1,320	0	\$0	17	\$2,115	\$2,650	\$4,765
2.3 Focus Groups (2)	1	\$195	14	\$2,100	16	\$1,760	0	\$0	31	\$4,055	\$200	\$4,255
2.4 Town Hall and Community Workshops (4)	8	\$1,560	40	\$6,000	50	\$5,500	8	\$800	106	\$13,860	\$2,200	\$16,060
2.5 Pop-Up Tabling Sessions (3)	0	\$0	4	\$600	10	\$1,100	0	\$0	14	\$1,700	\$500	\$2,200
2.6 Social Media Outreach	0	\$0	6	\$900	18	\$1,980	0	\$0	24	\$2,880	\$50	\$2,930
<i>Subtotal</i>	11	\$2,145	72	\$10,800	116	\$12,760	8	\$800	207	\$26,505	\$5,750	\$32,255
<b>Task 3: Review Engagement and Develop Draft Toolbox</b>												
3.1 Community Input Summary	1	\$195	16	\$2,400	20	\$2,200	0	\$0	37	\$4,795	\$0	\$4,795
3.2 Outreach and Engagement Best Practices	1	\$195	12	\$1,800	24	\$2,640	0	\$0	37	\$4,635	\$0	\$4,635
3.3 Draft Outreach Toolbox	1	\$195	20	\$3,000	36	\$3,960	8	\$800	65	\$7,955	\$250	\$8,205
3.4 Town Hall #2	2	\$390	10	\$1,500	12	\$1,320	2	\$200	26	\$3,410	\$200	\$3,610
<i>Subtotal</i>	5	\$975	58	\$8,700	92	\$10,120	10	\$1,000	165	\$20,795	\$450	\$21,245
<b>Task 4: Presentation of Results and Final Toolbox</b>												
4.1 Presentation of Outreach Toolbox	1	\$195	10	\$1,500	10	\$1,100	0	\$0	21	\$2,795	\$300	\$3,095
4.2 Toolbox Revisions	1	\$195	3	\$450	8	\$880	0	\$0	12	\$1,525	\$0	\$1,525
4.3 Final Outreach Toolbox	3	\$585	26	\$3,900	30	\$3,300	4	\$400	63	\$8,185	\$125	\$8,310
4.4 Strategic Growth Council Report	2	\$390	8	\$1,200	8	\$880	2	\$200	20	\$2,670	\$50	\$2,720
<i>Subtotal</i>	7	\$1,365	47	\$7,050	56	\$6,160	6	\$600	116	\$15,175	\$475	\$15,650
<b>Task 5: Project Management and Team Coordination</b>												
5.1 Final Outreach Toolbox	4	\$780	16	\$2,400	8	\$880	0	\$0	28	\$4,060	\$50	\$4,110
5.2 Strategic Growth Council Report	6	\$1,170	20	\$3,000	8	\$880	2	\$200	36	\$5,250	\$200	\$5,450
<i>Subtotal</i>	10	\$1,950	36	\$5,400	16	\$1,760	2	\$200	64	\$9,310	\$250	\$9,560
Professional Time Subtotal	44	\$8,580	243	\$36,450	326	\$35,860	46	\$4,600	659	\$85,490	\$7,550	\$93,040
10% Administrative Mark Up											\$755	
<b>Total Project Cost</b>												\$93,795



**AGREEMENT FOR OUTREACH TOOLBOX FOR DISADVANTAGED COMMUNITIES**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **MIG, Inc.**, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

**RECITALS**

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

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (Scope of Work); and

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

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

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

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

Attachment: Agreement for Project Related Services - MIG (3262 : ACCEPTANCE OF THE TRANSFORMATIVE CLIMATE COMMUNITIES GRANT

## AGREEMENT FOR OUTREACH TOOLBOX FOR DISADVANTAGED COMMUNITIES

### DESCRIPTION OF PROJECT

1. The Project is described as **Professional Services to Prepare an Outreach Toolbox for Disadvantaged Communities.**

### SCOPE OF SERVICES

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

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

### PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **\$93,795** in accordance with the payment terms provided on Exhibit "C" attached hereto and incorporated herein by this reference.

### TIME FOR PERFORMANCE

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

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

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through **October 31, 2019**, subject to any earlier termination in accordance with this Agreement.

(a) The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

8. (a) The Consultant agrees that the personnel, including the principal Project

## **AGREEMENT FOR OUTREACH TOOLBOX FOR DISADVANTAGED COMMUNITIES**

manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

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

### **SPECIAL PROVISIONS**

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

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

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

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

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing

## AGREEMENT FOR OUTREACH TOOLBOX FOR DISADVANTAGED COMMUNITIES

and during the performance of this Agreement, Consultant agrees as follows:

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

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

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

## AGREEMENT FOR OUTREACH TOOLBOX FOR DISADVANTAGED COMMUNITIES

sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

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

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

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

This section shall survive termination or expiration of this Agreement.

### 15. Insurance.

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

(b) If at any time during the life of the Agreement or any extension, Consultant

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

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

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

(e) If Consultant should subcontract all or any portion of the services to be

## AGREEMENT FOR OUTREACH TOOLBOX FOR DISADVANTAGED COMMUNITIES

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

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

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

18. (a) The Consultant shall deliver to the **Planning Official or his designee**, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

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

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

19. (a) This Agreement shall terminate without any liability of City to Consultant



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

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

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

## AGREEMENT FOR OUTREACH TOOLBOX FOR DISADVANTAGED COMMUNITIES

it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

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

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

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent

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written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

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

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant

## AGREEMENT FOR OUTREACH TOOLBOX FOR DISADVANTAGED COMMUNITIES

shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

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

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

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared

## AGREEMENT FOR OUTREACH TOOLBOX FOR DISADVANTAGED COMMUNITIES

by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

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

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

- a) CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
- b) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.

## AGREEMENT FOR OUTREACH TOOLBOX FOR DISADVANTAGED COMMUNITIES

- c) CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
- d) CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- e) CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- f) CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- g) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- h) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
- i) Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.

**AGREEMENT FOR OUTREACH TOOLBOX FOR  
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- j) CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- k) CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- l) CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- m) CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

**SIGNATURE PAGE FOLLOWS**



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

City of Moreno Valley

MIG, Inc.

BY: \_\_\_\_\_  
Thomas M. DeSantis, City Manager

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

Name: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(President or Vice President)

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

Name: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Department Head  
(if contract exceeds 15,000)

\_\_\_\_\_  
Date

Attachment: Agreement for Project Related Services - MIG (3262 : ACCEPTANCE OF THE TRANSFORMATIVE CLIMATE COMMUNITIES GRANT

## EXHIBIT A

### SCOPE OF WORK

The project shall be completed **BY OCTOBER 3, 2019**. A project schedule is attached below as Exhibit "E".

The consultant will address, prepare and/or coordinate the following:

#### **I. General**

A. The Contractor shall create an outreach toolbox, *Engage Moyal*, targeted toward disadvantaged communities. The outcome of these services will be used to promote safe, healthy, sustainable, and vibrant neighborhoods by elevating the discussion in disadvantaged communities regarding how involvement in planning processes can help accomplish City goals for its residents. It will strive for minimal environmental impacts through engagement of community input on transportation and other infrastructure changes. Additionally, the toolbox will begin to educate and strengthen the communities' resiliency to the impacts of climate change, traffic congestion, toxic waste, and air pollution.

#### **II. Specific Tasks**

##### Task 1: Project Kick-Off and Logistics

**A. Project Team Kick Off** - The Provider will conduct a kickoff meeting with City staff and grant partners to discuss and confirm project schedule, deliverables, and project expectations that include: invoicing; progress reports; and other relevant project information. The Provider will schedule Provider team conference call meetings every four weeks between City staff and the Provider to maintain good communication throughout the project on upcoming tasks, and to make sure the project remains on schedule and within budget.

Provider will review relevant and available documents prior to the kick-off meeting. These documents include, but are not limited to: resource documents on the Strategic Growth Council; the City's General Plan (2006); and the Moreno Valley Municipal Code. At the conclusion of the kick-off meeting, Provider will prepare a project team contact list, meeting minutes, a refined schedule, and a list of any additional documents needed from the City.

Deliverables:

1. Official Project Schedule, with milestones and dates identified
2. Monthly Progress Reports
3. Monthly Invoices
4. Monthly or as needed for staff/ Provider meetings

**B. Establishment of Activities** - The Provider will finalize the list of activities to be completed under each Task, subject to City staff review and approval.

Deliverables:

1. Finalized List of Activities

**C. Website Development** - The Provider will produce a website for *Engage Moval*, that complements and integrates well with the existing Community Development website (<http://www.moval.org/cdd/>), and features information on project efforts. These web pages will provide the public, at minimum, with background on the project, updates on town halls and community workshops, and summaries of results and best practices.

Deliverables:

1. Web pages (will be linked to the City's Community Development website, <http://www.moval.org/cdd/>)

**D. Establish Toolbox Expectations** - The Provider will provide an outline for the outreach toolbox and include detailed expectations from applicable parties (Provider, the City, grant partners, etc.). These expectations must adhere to the schedule and budget approved by City staff.

Deliverables:

1. Toolkit Outline

**E. Development of Engagement Materials** – The Provider will produce all outreach and engagement materials for dissemination. These materials may be used for, but are not limited to: focus group testings; town halls; community workshops; and targeted tabling sessions.

Deliverables:

1. Handouts
2. Flyers
3. Sign in Sheets

## Task 2: Disadvantaged Community Assessment, Outreach, and Engagement

### **A. Assessment of Disadvantaged Communities (DAC) Data and Characteristics** –

The Provider will coordinate with City's GIS Division and become familiar with CalEnviroScreen 3.0 to collect accurate maps on disadvantaged communities in the City. Within each identified disadvantaged community, the Provider will conduct research and document the demographic data of the City's disadvantaged residents. Data should include, at minimum, information on disadvantaged residents such as number of households, household incomes, employment metrics, ethnic composition, and health outcomes. Data must be setup to monitor and track trends and changes over time.

Deliverables:

1. DAC Data and Characteristic Findings

**B. Door-to-Door Canvassing** - The Provider will conduct door-to-door surveys to gather what City residents want improved in the City. Canvassing will take place in the disadvantaged neighborhoods indicated in the DAC Data and Characteristic Findings. The Provider will need to maintain documentation of the number of residents visited and amount of feedback received.

Deliverables:

1. Documented Feedback from Disadvantaged Neighborhoods

**C. Focus Group Testing** - The Provider will prepare for and conduct 2 Focus Group Tests. The Provider will provide handouts, presentations, and other materials, subject to City staff review and approval.

Deliverables:

1. Sign-In Sheets
2. Documented Feedback from Focus Groups
3. Meeting Notes

**D. Town Hall and Community Workshops** - The Provider will prepare for and conduct 1 Town Hall and 3 Community Workshops. The Provider will provide handouts, presentations and other materials, subject to City staff review and approval.

Deliverables:

1. Sign-In Sheets
2. Meeting Notes

**E. Targeted Tabling Sessions** – The Provider, in conjunction with appropriate grant partners, will conduct targeted tabling sessions at school meetings, the Hispanic Chamber of Commerce, and City Health-focused Events. The Provider will provide information on *Engage Moyal* and arrange for handouts and flyers subject to City staff approval. The Provider will maintain documentation of the number of attendees spoken to during the events amount of feedback received.

Deliverables:

1. Sign-In Sheets
2. Documented Feedback from attendees

**F. Social Media Outreach** – Per City recommendations, the Provider will produce and manage appropriate social media platforms to promote *Engage Moyal*. Social media accounts do not need to be maintained after the project deadline but the Provider will need to maintain documentation of social media posts, feedback, and statistics.

Deliverables:

1. Social Media Posts, Feedback, and Statistics

Task 3: Review Engagement and Develop Draft Toolbox

**A. Compile Results of Outreach and Engagement** – The Provider will compile all results from Task 2 into an easy-to-read matrix for City staff use.

Deliverables:

## 1. Compiled Packet of Outreach and Engagement Results

**B. Review and Assess Results of Outreach and Engagement** – The Provider will analyze the matrix from Task 3A and produce a summary of results and best practices. The summary of results and best practices must demonstrate and rank which engagement tools are considered the most productive or unproductive.

Deliverables:

### 1. Summary of Results and Best Practices

**C. Develop Draft Toolbox** – Utilizing the matrix and summary of results and best practices compiled in Subtask 3A and 3B, the Provider will prepare the Draft Outreach Toolbox. The Draft Outreach Toolbox will outline the entire process and findings of *Engage Moval* and present the most successful outreach strategies of the program. The Provider will create a resourceful toolkit that can be used within different departments in the City.

Deliverables:

### 1. Draft Outreach Toolkit

**D. Town Hall** – The Provider will host 1 Town Hall to present the draft toolkit and outreach results to the City's residents.

Deliverables:

### 1. Feedback Notes

## Task 4: Presentation of Results and Final Toolbox

### A. Presentation of Outreach Toolbox

i. Development of presentations for City Council, Planning Commission, and other appropriate Commissions – The Provider will produce an *Engage Moval* presentation to be presented at City Council, Planning Commission, and other pertinent commission meetings as directed by the City. This presentation will include a summary of engagement results and an overview of the Draft Outreach Toolbox.

ii. Present Summary of Activities and Draft Toolbox to City Council, Planning Commission, and other appropriate Commissions – The Provider will present the summary of engagement results and overview of the Draft Outreach Toolbox from Task 4.1 to the City Council, Planning Commission, and other appropriate commissions as directed by the City.

Deliverables:

### 1. Outreach Toolbox Presentation

### 2. Meeting Notes

**B. Incorporate Feedback in Draft Toolbox** – Feedback received from the Town Hall in Task 3D and from City Council/Commission Meetings in Task 4A will be incorporated to produce the Final Outreach Toolbox.

Deliverables:

1. Feedback Notes

**C. Develop Final Toolbox** – The Provider will develop the Final Outreach Toolbox utilizing feedback received from Tasks 3D and 4B, as well as any changes requested by City staff, Planning Commission, City Council, and grant partners. The Final Draft of the Toolbox shall include a compilation of all key deliverables as indicated by City staff.

Deliverables:

1. Final Outreach Toolbox, including one (1) high-resolution, electronic copy of all the documents; one (1) low-resolution, electronic copy of all the above in suitable format and size for posting on the City's website; three (3) bound hard copies; and one (1) unbound hard copy.

**D. Develop and Submit Final Report and Toolbox to the Strategic Growth Council (SGC)** – The Provider will produce and submit a final report and the Final Outreach Toolbox to the Strategic Growth Council. The format of the report will be up to the discretion of the SGC but as agreed to by the Proposer in consultation with the City.

Deliverables:

1. Final Report to the SGC

End of Scope of Services

**EXHIBIT B**CITY - SERVICES TO BE PROVIDED  
TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.



**EXHIBIT C****TERMS OF PAYMENT**

1. This work is to be performed for a "Not-to-Exceed" fee.
2. The Consultant's compensation shall not exceed \$93,795 (detailed Cost Breakdown attached below as Exhibit "F").
3. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by the Proposal.

The City will pay the Provider for work completed based on a monthly basis that has been broken down into key deliverables completed and accepted by the City. The key deliverables are as follows:

End of October 2018:

- Summary Progress Report
- Kick-off Meeting
- Finalized List of Activities

End of November 2018:

- Summary Progress Report
- Draft Toolbox Expectations/Outline
- Marketing Materials
- \*Website Development

End of December 2018:

- Summary Progress Report
- \*Website Development
- Disadvantaged Community Data and Characteristic Findings
- \*Documented Feedback from attendees of various meetings/city events

End of January 2019:

- Summary Progress Report
- \*Documented Feedback from attendees of various meetings/city events
- Social Media Development

End of February 2019:

- Summary Progress Report
- \*Documented Feedback from attendees of various meetings/city events
- \*Documented Feedback from Focus Groups
- \*Documented Feedback from Disadvantaged Neighborhoods Canvassed
- Social Media Development

End of March 2019:

- Summary Progress Report
- \*Documented Feedback from Focus Groups
- Documented Feedback from Disadvantaged Neighborhoods Canvassed
- Sign-in sheets and meeting notes from Community Workshops and Town Hall
- Social Media Posts, Feedback, and Statistics

End of April 2019:

- Summary Progress Report
- \*Documented Feedback from Disadvantaged Neighborhoods Canvassed
- \*Documented Feedback from Focus Groups
- \*Sign-in sheets and meeting notes from Community Workshops and Town Hall

End of May 2019:

- Summary Progress Report
- \*Sign-in sheets and meeting notes from Community Workshops and Town Hall
- Compiled Packet of Outreach and Engagement Results

End of June 2019:

- Summary Progress Report
- Summary of Results and Best Practices

End of July 2019:

- Summary Progress Report
- Draft Toolbox Document
- Feedback Notes from Town Hall
- Outreach Toolbox Presentation

End of August 2019:

- Summary Progress Report
- Feedback Notes from City Council Meeting
- Summary of Feedback

End of September 2019:

- Summary Progress Report
- Final Toolbox Document
- Strategic Growth Council Report

\*The final metrics of these deliverables will be confirmed at the Project kick-off meeting to be scheduled for October 2018.

- A. The City shall make sole and final determination if a deliverable/milestone as described above is complete and acceptable for payment.

- B. Invoices will specifically identify job title, person-hours, and costs incurred by each task.
- C. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery are to be included in the “Not-to-Exceed” fee.
- D. All tasks including labor and reimbursable costs such as printing, postage, and delivery shall have supporting documentation presented at the time payment is requested.
- E. The City will pay the Provider for all acceptable services rendered in accordance with this executed Agreement.
- F. When the Provider is performing, or is requested to perform, work beyond the scope of service in this Agreement an “Amendment to the Agreement” will be executed between the City and Consultant.
- G. The Provider shall receive no compensation for any re-work necessary as result of the Provider’s errors or oversight.

#### All Work

- 4. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/city\\_hall/departments/fin-man-serv/b-license.shtml](http://www.moval.org/city_hall/departments/fin-man-serv/b-license.shtml)
- 5. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City’s determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the Planning Division at

[planning@moval.org](mailto:planning@moval.org) or calls directed to (951) 413-3206.

6. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:  
  
[http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)
7. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
8. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
9. Detailed Cost Breakdown attached below as Exhibit "F"

**EXHIBIT D**

**INSURANCE REQUIREMENTS**

**Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the California Labor Code and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant’s profession.

**Minimum Limits of Insurance**

Consultant shall maintain limits of liability of not less than:

1. General Liability:
  - \$1,000,000 per occurrence for bodily injury and property damage
  - \$1,000,000 per occurrence for personal and advertising injury
  - \$2,000,000 aggregate for products and completed operations
  - \$2,000,000 general aggregate
2. Automobile Liability:
  - \$1,000,000 per accident for bodily injury and property damage
3. Employer’s Liability:
  - \$1,000,000 each accident for bodily injury
  - \$1,000,000 disease each employee
  - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence  
\$2,000,000 policy aggregate

**Umbrella or Excess Insurance**

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the “Minimum Limits of Insurance,” this insurance policy(ies) shall “follow form” and afford no less coverage than the primary insurance policy(ies).

**Deductibles and Self-Insured Retentions**

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

**Other Insurance Provisions**

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant’s insurance coverage shall be primary and no contribution shall be required of City.

The Workers’ Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

### **Acceptability of Insurers**

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.



### Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

**ENGAGE MoVal: Outreach Toolbox for Disadvantaged Communities**

**TIMELINE**

Tasks	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19
<b>Task 1: Project Kick-Off and Logistics</b>													
Project Team Kick-Off*													
Establishment of Activities and Timelines													
Website Development													
Establish Toolbox Expectations													
Engagement Materials Development													
<b>Task 2: Disadvantaged Community Assessment, Outreach, and Engagement</b>													
Assessment of DAC Data and Characteristics													
Door-to-Door Canvassing													
Focus Group Testings													
Town Hall and Community Workshops													
Targeted Tabling Sessions at School Meetings, Chamber of Commerce, Health, and City Events													
Social Media Outreach													
<b>Task 3: Review Engagement and Develop Draft Toolbox</b>													
Review and Assess Results of Outreach and Engagement													
Compile Results of Outreach and Engagement													
Project Team Development of Engagement Best Practices													
Develop Draft Toolbox													
Town Hall to Present Draft Findings and Results													
<b>Task 4: Presentation of Results and Final Toolbox</b>													
Development of Presentation and Staff Report for City Council, Planning Commission, and other appropriate Commissions													
Present Summary of Activities and Draft Toolbox to City Council, Planning Commission, other appropriate Commissions, and pertinent stakeholders													
Incorporate Feedback in Draft Toolbox													
Develop Final Toolbox													
Develop and Submit Final Report and Toolbox to Strategic Growth Council													

\*Invoicing requirements and discussions of activities/timelines will be established during project team kick-off

Attachment: Agreement for Project Related Services - MIG (3262 : ACCEPTANCE OF THE

Exhibit F

# Resource Allocation Matrix

	Esmeralda Garcia Principal-in-Charge		Jamilah Jordan Project Manager		Project Associate		Christine Santana Graphic Designer		MIG Totals	Direct Costs	Professional Fees Totals	
	Hours @	\$195	Hours @	\$150	Hours @	\$110	Hours @	\$100				
<b>Task 1: Project Kickoff and Logistics</b>												
1.1 Project Team Kickoff	6	\$1,170	6	\$900	6	\$660	0	\$0	18	\$2,730	\$350	\$3,080
1.2 Establishment of Activities	1	\$195	2	\$300	0	\$0	0	\$0	3	\$495	\$0	\$495
1.3 Website Development and Maintenance	1	\$195	8	\$1,200	20	\$2,200	6	\$600	35	\$4,195	\$125	\$4,320
1.4 Toolbox Expectations	1	\$195	4	\$600	2	\$220	0	\$0	7	\$1,015	\$0	\$1,015
1.5 Outreach and Engagement Materials	2	\$390	10	\$1,500	18	\$1,980	14	\$1,400	44	\$5,270	\$150	\$5,420
<i>Subtotal</i>	11	\$2,145	30	\$4,500	46	\$5,060	20	\$2,000	107	\$13,705	\$625	\$14,330
<b>Task 2: Disadvantaged Community Assessment, Outreach, and Engagement</b>												
2.1 Assessment of Disadvantaged Communities (DAC) Data and Characteristics	1	\$195	4	\$600	10	\$1,100	0	\$0	15	\$1,895	\$150	\$2,045
2.2 Door-to-Door Canvassing	1	\$195	4	\$600	12	\$1,320	0	\$0	17	\$2,115	\$2,650	\$4,765
2.3 Focus Groups (2)	1	\$195	14	\$2,100	16	\$1,760	0	\$0	31	\$4,055	\$200	\$4,255
2.4 Town Hall and Community Workshops (4)	8	\$1,560	40	\$6,000	50	\$5,500	8	\$800	106	\$13,860	\$2,200	\$16,060
2.5 Pop-Up Tabling Sessions (3)	0	\$0	4	\$600	10	\$1,100	0	\$0	14	\$1,700	\$500	\$2,200
2.6 Social Media Outreach	0	\$0	6	\$900	18	\$1,980	0	\$0	24	\$2,880	\$50	\$2,930
<i>Subtotal</i>	11	\$2,145	72	\$10,800	116	\$12,760	8	\$800	207	\$26,505	\$5,750	\$32,255
<b>Task 3: Review Engagement and Develop Draft Toolbox</b>												
3.1 Community Input Summary	1	\$195	16	\$2,400	20	\$2,200	0	\$0	37	\$4,795	\$0	\$4,795
3.2 Outreach and Engagement Best Practices	1	\$195	12	\$1,800	24	\$2,640	0	\$0	37	\$4,635	\$0	\$4,635
3.3 Draft Outreach Toolbox	1	\$195	20	\$3,000	36	\$3,960	8	\$800	65	\$7,955	\$250	\$8,205
3.4 Town Hall #2	2	\$390	10	\$1,500	12	\$1,320	2	\$200	26	\$3,410	\$200	\$3,610
<i>Subtotal</i>	5	\$975	58	\$8,700	92	\$10,120	10	\$1,000	165	\$20,795	\$450	\$21,245
<b>Task 4: Presentation of Results and Final Toolbox</b>												
4.1 Presentation of Outreach Toolbox	1	\$195	10	\$1,500	10	\$1,100	0	\$0	21	\$2,795	\$300	\$3,095
4.2 Toolbox Revisions	1	\$195	3	\$450	8	\$880	0	\$0	12	\$1,525	\$0	\$1,525
4.3 Final Outreach Toolbox	3	\$585	26	\$3,900	30	\$3,300	4	\$400	63	\$8,185	\$125	\$8,310
4.4 Strategic Growth Council Report	2	\$390	8	\$1,200	8	\$880	2	\$200	20	\$2,670	\$50	\$2,720
<i>Subtotal</i>	7	\$1,365	47	\$7,050	56	\$6,160	6	\$600	116	\$15,175	\$475	\$15,650
<b>Task 5: Project Management and Team Coordination</b>												
5.1 Final Outreach Toolbox	4	\$780	16	\$2,400	8	\$880	0	\$0	28	\$4,060	\$50	\$4,110
5.2 Strategic Growth Council Report	6	\$1,170	20	\$3,000	8	\$880	2	\$200	36	\$5,250	\$200	\$5,450
<i>Subtotal</i>	10	\$1,950	36	\$5,400	16	\$1,760	2	\$200	64	\$9,310	\$250	\$9,560
Professional Time Subtotal	44	\$8,580	243	\$36,450	326	\$35,860	46	\$4,600	659	\$85,490	\$7,550	\$93,040
10% Administrative Mark Up											\$755	
<b>Total Project Cost</b>												\$93,795

Attachment: Agreement for Project Related Services - MIG (3262 : ACCEPTANCE OF THE TRANSFORMATIVE CLIMATE COMMUNITIES GRANT



## Report to City Council

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**TO:****FROM:** Richard J. Sandzimier, Community Development Director**AGENDA DATE:** October 2, 2018

**TITLE:** SECOND READING AND CONSIDERATION OF ADOPTION OF ORDINANCE NO. 943 AUTHORIZING A CHANGE OF ZONE FOR THE PROPERTY LOCATED AT THE NORTHWEST CORNER OF BRODIAEA AVENUE AND HEACOCK STREET

---

### **RECOMMENDED ACTION**

**Recommendation:**

That the City Council adopt Ordinance No. 943.

### **SUMMARY**

This report recommends adoption of Ordinance No. 943, introduced at the last City Council meeting, approving a Change of Zone (PEN17-0144) changing the zone from Business Park and Business Park Mixed Use to Light Industrial and removing a portion of the site from the Mixed Use Neighborhood Overlay District at the northwest corner of Brodiaea Avenue and Heacock Street.

### **DISCUSSION**

Based on review and consideration of the application for a Change of Zone submitted by the applicant Alere Properties, the City Council introduced the ordinance to amend the Official Zoning Atlas, changing the zoning classification from Business Park (BP) and Business Park Mixed Use (BPX) to Light Industrial (LI) and removing a portion of the site from the Mixed Use Neighborhood Overlay District (MUN) on approximately 12.6 acres. The 3.8 acres to the north fronting on Alessandro Boulevard will remain Business Park Mixed Use with the Mixed Use Overlay. The site is located at the northwest corner of Brodiaea Avenue and Heacock Street extending to Alessandro Boulevard.

This Ordinance was introduced at the meeting of September 18, 2018.

### **ALTERNATIVES**

The City Council may consider the following alternatives:

1. Conduct the second reading by title only and adopt Ordinance No. 943. Staff recommends this alternative.
2. Provide revisions to the draft Ordinance and have staff return with the revised draft for another adoption process.
3. Provide alternate direction to staff.

### **FISCAL IMPACT**

There are no anticipated fiscal impacts from the recommended action.

### **NOTIFICATION**

Agenda was posted in accordance with the Brown Act.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Chris Ormsby  
Senior Planner

Department Head Approval:  
Richard J. Sandzimier  
Community Development Director

### **CITY COUNCIL GOALS**

None

### **CITY COUNCIL STRATEGIC PRIORITIES**

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

### **ATTACHMENTS**

1. Ordinance No. 943
2. Exhibit A to Ordinance No. 943

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	9/25/18 5:26 PM
City Attorney Approval	<u>✓ Approved</u>	9/26/18 9:55 AM
City Manager Approval	<u>✓ Approved</u>	9/26/18 3:09 PM

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION NO. PEN17-0144: AN AMENDMENT TO THE OFFICIAL ZONING ATLAS, CHANGING THE ZONING CLASSIFICATION FROM BUSINESS PARK (BP) AND BUSINESS PARK MIXED USE (BPX) TO LIGHT INDUSTRIAL (LI), AND REMOVING A PORTION OF THE SITE FROM THE MIXED-USE OVERLAY NEIGHBORHOOD (MUN) DISTRICT, ON APPROXIMATELY 16.4 ACRES LOCATED AT THE NORTHWEST CORNER OF BRODIAEA AVENUE AND HEACOCK STREET.

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

SECTION 1 GENERAL:

1.1. The applicant, Alere Property Group LLC., filed Application No. PEN17-0144, requesting an amendment to Page 9 of the Official Zoning Atlas to the zoning classification for Assessor Parcel Numbers 297-170-036 and 297-170-038 as described in the title of this resolution and the attached Exhibit A; and

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on September 18, 2018, for deliberations and decision.

1.3 The matter was fully discussed, and the public and other agencies presented testimony and documentation.

1.4 An Environmental Impact Report with Findings and Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program has been completed and is being recommended for certification, prior to action on the Change of Zone, and other concurrent planning applications.

SECTION 2 FINDINGS:

2.1 Based upon substantial evidence presented to this City Council during the September 18, 2018 meeting, including written and oral staff reports, the recommendation of the Planning Commission and the record from the public hearing, this City Council hereby specifically finds as follows:

- A. Conformance with General Plan Policies – The proposed Change of Zone is consistent with the General Plan, and its goals, objectives, policies and programs.

Ordinance No. \_\_\_\_\_  
Date Adopted: October \_\_\_\_, 2018



FACT: The current General Plan designation is Business Park (BP), which provides for industrial uses within the southern portion of the City. The General Plan encourages a mix of industrial uses to provide a diversified economic base and ample employment opportunities. The proposed high cube warehouse building as designed furthers the identified benefits of the Land Use Plan described in Section 2.1.3 of the General Plan Land Use Plan, and is consistent with the Land Use Plan map in Figure 2-2 of the General Plan.

Objective 2.5 promotes “a mix of industrial uses which provide a sound and diversified economic base and ample employment opportunities for the citizens of Moreno Valley that have good access to the regional transportation system....” The placement of the facility on Brodiaea Avenue provides direct access to Interstate 215 from Brodiaea Avenue to Cactus Avenue, a distance of less than three miles. Stated policies require the avoidance of adverse impacts on surrounding properties and the screening of industrial uses to reduce glare, noise, dust, vibrations and unsightly views.

The project as designed and conditioned would achieve the objectives of the City of Moreno Valley’s General Plan. The proposed project is consistent with the General Plan and does not conflict with the goals, objectives, policies, and programs established within the Plan. The project will facilitate the orderly and future expansion of the industrial area providing employment and other benefits to the community.

- B. Conformance with the Zoning Regulations – The proposed zoning is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

FACT: With the approval of the Change of Zone and the removal of the site from the Mixed Use Neighborhood Overlay District, the project as designed will be consistent with the purposes and intent of Title 9 of the Municipal Code. Although the Change of Zone shifts the Light Industrial zoning slightly farther to the north, the BPX zoning to the north along Alessandro Boulevard would remain in place allowing for support commercial services to Business Park uses in the area. Overall, the proposed Light Industrial is compatible with the established land use designations of the parcels to the south and further to the west toward Graham Street, allowing for various types of business park and industrial uses.

The surrounding land uses near the site include single-family residential zoning to the east, Neighborhood Commercial to the north and Business Park/Industrial uses to the south.

- C. Health, Safety and Welfare – The proposal will not be detrimental to the public health, safety or welfare.

FACT: The proposed project, of approximately 261,807 square feet of warehouse space, is located about two (2) miles northwest of Fire Station No. 65, within close proximity to emergency services, which is consistent with General Plan Goal 9.6.2 requiring emergency services that are adequate to meet minor emergency and major catastrophic situations.

The proposed project was reviewed by the Airport Land Use Commission. The project was evaluated for consistency with the March Air Reserve Base Land Use Compatibility Plan (ALUCP). The project was deemed consistent with the ALUCP with specific conditions of approval that have been incorporated into the City’s conditions of approval.

The proposed project as designed and conditioned will not result in a development that would be inconsistent with General Plan Objective 6.1 to minimize the potential for loss of life and protect residents, workers, and visitors to the City from physical injury and property damage due to seismic ground shaking and secondary effects or General Plan Objective 6.2 to minimize the potential for loss of life and protect residents, workers, and visitors to the City from physical injury and property damage, and to minimize nuisances due to flooding.

Mitigation measures are included to reduce the level of environmental impacts. After the application of all feasible mitigation measures, the Project would result in one (1) significant and unavoidable environmental effect, Air Quality, as stated on page S-6 of the Final EIR.

The economic, employment and infrastructure benefits that are expected to result from development of the project have been found to outweigh the unavoidable adverse environmental effects of the project; this finding has been considered by the Planning Commission as the recommending body to the City Council for the project. The specific findings are articulated in the Facts, Findings and Statement of Overriding Considerations prepared for the project in accordance with the provisions of the California Environmental Quality Act (CEQA).

SECTION 3 AMENDMENT OF THE OFFICIAL ZONING ATLAS:

3.1 The City of Moreno Valley Official Zoning Atlas, as adopted by Ordinance No. 359 on April 14, 1992, of the City of Moreno Valley, and as amended thereafter from time to time by the City Council of the City of Moreno Valley, is further amended by placing in effect the zone or zone classification to Page 96 of the Official

Attachment: Ordinance No. 943 (3268 : Second Reading Ordinance for Zone change at Brodiaea Commerce Center)

Zoning Atlas as shown on the attached map marked "Exhibit A" and included herein by reference and on file in the office of the City Clerk.

SECTION 4 EFFECT OF ENACTMENT:

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

SECTION 5 NOTICE OF ADOPTION:

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

SECTION 6 EFFECTIVE DATE:

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

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Ordinance No. \_\_\_\_  
Date Adopted: October \_\_\_\_, 2018

**ORDINANCE JURAT**

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

I, Patricia Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. YYYY-\_\_\_\_ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the \_\_\_\_ day of \_\_\_\_\_, YYYY, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

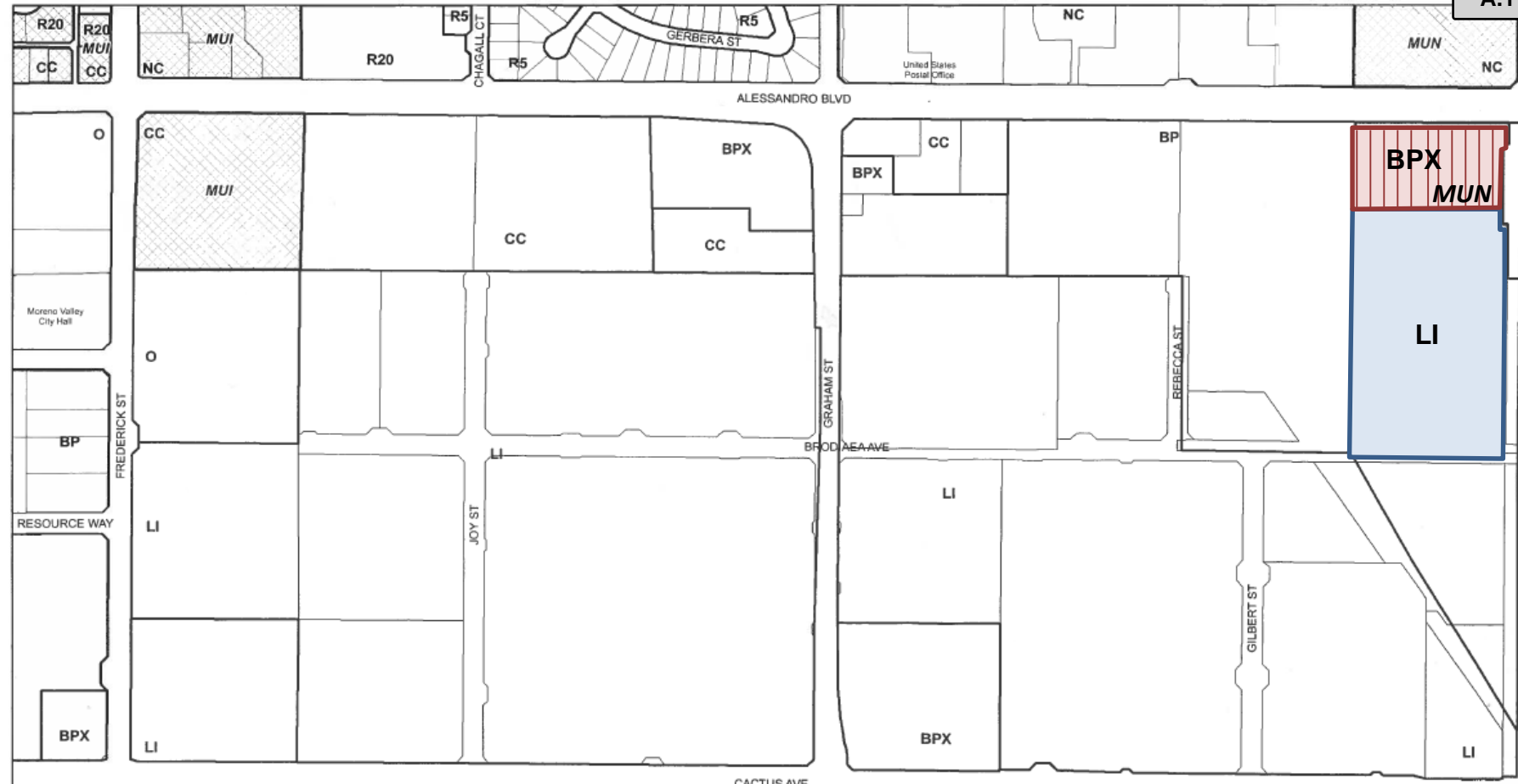
(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

Attachment: Ordinance No. 943 (3268 : Second Reading Ordinance for Zone change at Brodiaea Commerce Center)

Ordinance No. \_\_\_\_  
Date Adopted: October \_\_\_\_, 2018



### PEN17-0144 - Change of Zone

- Light Industrial (LI)
- Business Park Mixed Use (BPX)
- Mixed Use Overlay District – Mixed Use Neighborhood (MUN)

Attachment: Exhibit A to Ordinance No. 943 (3268 : Second Reading Ordinance for Zone



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** October 2, 2018

**TITLE:** APPROVE CALTRANS ADOPT-A-HIGHWAY PROGRAM AGREEMENT WITH ADOPT-A-HIGHWAY LITTER REMOVAL SERVICES OF AMERICA, INC. FOR LITTER REMOVAL AND VEGETATION CONTROL ON SR 60 FREDERICK/PIGEON PASS INTERCHANGE, AND ADOPT THE PROPOSED RESOLUTION

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve Agreement for California Department of Transportation (Caltrans) Adopt-a-Highway program with Adopt-a-Highway Litter Removal Services of America, Inc. (AAH-LRSA) for litter removal and vegetation control on State Route (SR) 60 Frederick/Pigeon Pass interchange in the amount of \$43,600 and authorize the City Manager to execute the Agreement; and
2. Adopt Resolution No. 2018-XX, a Resolution of the City Council of the City of Moreno Valley, California, authorizing the City Manager to execute agreements, amendments, encroachment permits, and associated documents, subject to the City Attorney's approval, with Caltrans and Contracted Sponsors for the Adopt-a-Highway program, up to \$175,000 per project, per year, dependent upon the availability of funds in the City Council approved budget, and in accordance with Purchasing policies and applicable regulations.

### **SUMMARY**

During FY 2017/18, the Public Works Department focused on working with Caltrans regarding the cleanliness of State's rights-of-way. The City has utilized the Caltrans online reporting system to request litter removal and vegetation control for SR 60 on/off ramps with varying degree of success. As an alternative to the uncertain frequency of Caltrans' maintenance work, City staff explored other options. One of the options is for

the City to undergo a pilot project whereby participating in Caltrans' Adopt-a-Highway program. The Adopt-a-Highway program is anticipated to address maintenance service gaps in the State right-of-way, particularly those affecting the City's gateway entries. The recommended action is to enter into an agreement for vegetation control and litter removal of the SR 60 Frederick/Pigeon Pass Interchange area as an opportunity to assess the success of the Adopt-a-Highway program. If the pilot project is successful, it is anticipated that additional areas can be adopted, pending available funds.

## **DISCUSSION**

City staff met with the Caltrans staff to discuss the City's commitment to enhancing the quality of life and economic development in the City. During this meeting, Caltrans indicated that their maintenance crews have been diverted to handle illegal encampment clean ups, resulting in decreased landscape maintenance service of State right-of-ways in recent months.

Caltrans confirmed that their Adopt-a-Highway program provides an avenue for individuals, organizations, businesses, and public agencies to help maintain roadsides and non-travel areas of off/on-ramps within California's State Highway System. Participants may perform the work with volunteers, City forces, or contractors.

The City has submitted Adopt-a-Highway program applications for three SR 60 interchanges for the following City gateway entries:

1. SR 60 Frederick/Pigeon Pass Interchange (Pilot Project)
2. SR 60 Heacock Interchange
3. SR 60 Perris Interchange

The Caltrans' adoption process can lead to a long-term commitment by the City, therefore staff submitted one application (SR 60 Frederick/Pigeon Pass Interchange) under the sponsor program as a pilot project. The other two applications have been deemed complete by Caltrans, but currently do not require the City to enter into an immediate third-party agreement for clean-up; meaning there are alternatives available if the pilot project at Frederick/Pigeon Pass is not acceptable to the City.

The SR 60 Frederick/Pigeon Pass Interchange Adopt-a-Highway program application was submitted to Caltrans as a contracted adoption, meaning the City will utilize a professional contractor to perform adoption activities. Contracted adoptions are preferred by Caltrans when the litter removal and vegetation control frequency is difficult to maintain by volunteer groups, or if the use of motorized equipment is necessary for vegetation control.

The recommended service agreement will supplement, but not replace, Caltrans' regular maintenance activities at the project site. For the pilot project area, litter abatement is to occur monthly while vegetation control is to occur quarterly. This schedule was negotiated with Caltrans, to carefully manage City costs while evaluating the merits of the pilot project and the adoption program as a whole.



The SR 60 Heacock Interchange and SR 60 Perris Interchange Adopt-a-Highway program applications were submitted to Caltrans as volunteer adoptions, meaning the City is not obligated to use a contractor to perform adoption activities. There is an option to switch to a contracted adoption if the litter removal and vegetation control frequency at these locations proves difficult to maintain with City resources. In preparation for exercising this option, the City is actively preparing to solicit proposals from qualified contractors.

Staff is requesting City Council approve and authorize the City Manager to execute the Agreement and approve the proposed resolution. This action will expedite the processing of future agreement-related documents with Caltrans. Vegetation control and litter removal for the pilot project area will commence approximately 30 days after Caltrans encroachment permit issuance and agreement execution.

**ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely processing of agreements and permits for the Adopt-a-Highway Contracted Adoption of SR 60 Frederick/Pigeon Pass Interchange.*
  
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay City-funded maintenance of the SR 60 Frederick/Pigeon Pass Interchange.*

**FISCAL IMPACT**

This project is financed by the CalRecycle City/County Payment Program (Account No. 2200-70-78-77311) and Transportation Engineering General Fund (Account No. 1010-70-76-45110). CalRecycle has approved the utilization of approximately \$4,800 in City/County Payment Program funds for the litter removal components of this program.

**TOTAL PROJECT RELATED COSTS:**

Sponsor Sign Manufacture and Installation Costs.....	\$400
SR 60 Frederick/Pigeon Pass Litter Removal .....	\$4,800
SR 60 Frederick/Pigeon Pass Vegetation Control.....	<u>\$38,400</u>
Total Estimated Project Costs .....	\$43,600

Future Caltrans Adopt-a-Highway agreements would be dependent upon the availability of funds within the City Council approved budget, solicited in accordance with purchasing policies and applicable regulations.

**NOTIFICATION**

Publication of this report.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Name: Samantha Rodriguez  
Title: Management Analyst

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

Concurred By:  
Name: Robert Lemon  
Title: Maintenance and Operations 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.

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

- 1. AAH - LSRA Draft Agreement
- 2. Resolution 2018-XX

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	9/24/18 1:38 PM
City Attorney Approval	<u>✓ Approved</u>	9/25/18 5:38 PM
City Manager Approval	<u>✓ Approved</u>	9/26/18 4:20 PM

**AGREEMENT**

**PROJECT NO. XXX XXXX**

**SR 60 Pigeon Pass Interchange Adopt-a-Highway Program  
Freeway On/Off Ramp Litter Removal and Vegetation Control**

THIS Agreement, effective as of the date signed by the City of Moreno Valley by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Adopt-a-Highway Litter Removal Service of America, Inc.**, a Corporation, 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. City Special Provisions, including the General Provisions and Technical Provisions
- E. Compensation
- F. Reference Documents, including Caltrans Adopt-a-Highway Program Regulations
- G. Contractor's Certificates of Insurance and Additional Insured Endorsements

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

**2. 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.

**3. PAYMENT.**

**3.1. Contract Price and Basis for Payment.** In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate Bid Items, if any, awarded by the City is forty three thousand six hundred Dollars (\$43,600) ("Contract Price"). It is understood and agreed that the

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

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.

**3.2. 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.

**4. CONTRACT TIME.**

**4.1 Contract Term.** The term of this Contract shall be from October 1, 2018 to October 1, 2019, unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

Critical Contract requirements include, but are not limited to, the following:

- Submitting and obtaining approval of critical required Caltrans applications
- Obtaining an approved Caltrans Encroachment Permit
- Attending the required Caltrans Safety Orientation

**5. INSURANCE.**

**5.1. 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.

**5.2. 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

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additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

**5.3. 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.

**5.4. 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.

**5.5. 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.

**5.6. 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.

**5.7. 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.

**5.8. 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.

**5.9. 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.

**5.10. 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.

**5.11. 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.

**5.12. 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.

**6. 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.

**7. 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.

## **8. INDEMNIFICATION.**

**8.1. 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.

**8.2. Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless exclude only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active

negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 10. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

**8.3. Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

**8.4. 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.

**8.5. 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.

**8.6. No Limitation or Waiver of Rights.** Contractor's obligations under this Paragraph 10 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 10 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements

imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

**8.7. 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.

**8.8. Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 10 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

**9. SUCCESSORS AND ASSIGNS.** The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

CITY OF MORENO VALLEY, Municipal Corporation

(Name of Contractor)

BY: \_\_\_\_\_  
City Manager

License No./  
Classification: \_\_\_\_\_

DATE: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

**SIGNING INSTRUCTIONS TO THE CONTRACTOR:**

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed here



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

# SAMPLE

State of California

County of \_\_\_\_\_

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

personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

### ADDITIONAL OPTIONAL INFORMATION

#### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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- 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: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

CONTRACTOR'S BONDS

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

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CONTRACTOR'S BONDS  
00600



CITY OF MORENO VALLEY  
Project No. XXX XXXX

PREMIUM \$ \_\_\_\_\_

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

**PROJECT NO. XXX XXXX**

**Pigeon Pass Interchange Adopt-a-Highway Program  
Freeway On/Off Ramp Weed and Litter Abatement**

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. XXX XXXX**, and all Contract Documents are hereby referred to and made a part hereof; and

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

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

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

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

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

**(SIGNATURE PAGE FOLLOWS)**

FAITHFUL PERFORMANCE BOND  
00601-1

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

CITY OF MORENO VALLEY  
Project No. XXX XXXX

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.

FAITHFUL PERFORMANCE BOND  
00601-2

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

# 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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- 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

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

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

Document Date \_\_\_\_\_

\_\_\_\_\_  
Additional Information

#### CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner (s)
- Attorney-in-Fact
- Other \_\_\_\_\_

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

CITY OF MORENO VALLEY  
Project No. XXX XXXX

BOND NO. \_\_\_\_\_

PREMIUM \$ \_\_\_\_\_

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

**PROJECT NO. XXX XXXX**

**Pigeon Pass Interchange Adopt-a-Highway Program  
Freeway On/Off Ramp Weed and Litter Abatement**

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. XXX XXXX**, 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: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

CITY OF MORENO VALLEY  
Project No. XXX XXXX

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.

PAYMENT BOND  
00602-2

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

# SAMPLE

State of California

County of \_\_\_\_\_

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

personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

### DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND  
SIGNATURE PAGE

(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

Document Date \_\_\_\_\_

Additional Information

### CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner (s)
- Attorney-in-Fact
- Other \_\_\_\_\_

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Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)



**COMPENSATION**

PROJECT NO. XXX XXXX

SR 60 Pigeon Pass Interchange Adopt-a-Highway Program  
Freeway On/Off Ramp Litter Removal and Vegetation Control

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)



## SECTION 1 – PROPOSAL

### 1.1.1 CONTRACT PRICE

The Contractor's compensation shall not exceed FORTY THREE THOUSAND TWO HUNDRED DOLLARS \$43,600.00. The City agrees to pay AAH-LRSA, 12 payments of \$3,600.00 per payment, over a period of 12 months, to be paid monthly upon receipt. The total contract cost shall not exceed \$43,600.00.

In addition to the one time set up/sign fee of \$200.00, the sponsor agrees that a separate set up/sign fee of \$200.00 will be due upon execution of this agreement. This fee includes one standard color sign with company name/logo. Additional charges may apply in the event of damage to either recognition or background panel, city or state specification changes or company name/logo changes.

### 1.1.2 AAH-LRSA QUOTES

#### SR 60 Pigeon Pass Freeway Interchange Pricing – Base Work Annual Cost

Service	Cost Per Quadrant	Number of Quadrants	Annual Cost
Vegetation Control <sup>(1)</sup>	\$7,680.00	5	\$38,400.00
Litter Removal <sup>(2)</sup>	\$960.00	5	\$4,800.00
<b>Total Base Work Cost</b>			<b>\$43,200.00</b>

**Footnotes:**

- (1) Vegetation control pricing is for a service level of 4 times per year, which is the minimum frequency established by Caltrans for this agreement.
- (2) Litter removal pricing is for service level of 12 times per year, which is the minimum frequency established by Caltrans for this agreement.

#### SR 60 Pigeon Pass Freeway Interchange Pricing – Base Work Invoice Cost

Service	Invoice Frequency	Invoice Amount	Annual Cost
Vegetation Control	Quarterly	\$9,600.00	\$38,400.00
Litter Removal	Monthly	\$400.00	\$4,800.00
<b>Total Base Work Cost</b>			<b>\$43,200.00</b>

#### SR 60 Pigeon Pass Freeway Interchange Pricing – Additional Work Cost

Service	Quantity	Cost
Deposit	1	\$0.00
Initial sign set up fee	1	\$200.00
Set up/sign fee	1	\$200.00
<b>Total Additional Work Cost</b>		<b>\$400.00</b>

#### SR 60 Pigeon Pass Freeway Interchange Pricing – Total Contract Cost

Total Annual Cost – Base Work	\$43,200.00
Total Annual Cost – Additional Work	\$400.00
<b>Total Annual Contract Cost</b>	<b>\$43,600.00</b>

### END OF SECTION 1

SPECIAL PROVISIONS  
PART 1 – GENERAL PROVISIONS  
00701-2

Attachment: AAH - LRSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

## SECTION 2 – PAYMENT TERMS

### 2.1 PAYMENT TERMS

The "Sponsor" listed below agrees to pay the cost of litter removal on the section of highway identified herein, as allowed under a permit to be obtained pursuant to the Adopt A Highway program, offered and supervised by the Department of Transportation (DOT).

**Sponsor:** City of Moreno Valley #01  
**Legal Company Name:** City of Moreno Valley  
**Name on Sign:** City of Moreno Valley  
**Address:** 25180 Santiago Dr.  
 Moreno Valley, CA 92551  
**Telephone:** (951) 413-3156 **Fax:**  
**Contact:** Samantha Rodriguez/Michael Wolfe  
**Location:** Reference approved site plans  
**Segment:** Reference approved site plans  
**Level of Service:** 12 x LR 4 x VC

If this Agreement is breached by Sponsor for failure to pay any installment when due, AAH-LRSA may at their discretion, and without notice to Sponsor, terminate this agreement, stop AAH-LRSA performance under this agreement, and cause the Sponsor's Recognition panel to be removed from the highway. In the event of a breach, Sponsor shall pay the sum due prior to the date that AAH-LRSA suspends performance, and in addition, as liquidated damages for future damages to AAH-LRSA, a sum equal to one-third (1/3) of the remaining balance due under the term of the agreement.

As the Department of Transportation holds AAH-LRSA responsible for cleaning each adopted area throughout the term of the permit, whether or not the sponsor's recognition signage is in place, there will be no interruption in billing or service in the event that a sponsor's recognition panel is removed from the highway as a result of unforeseen events. If the sign is removed for more than sixty (60) days, the sponsor has the right to suspend the term of the contract with AAH-LRSA until the signage has been reinstalled at which time the contract period will resume.

### 1.2 INVOICING

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](http://www.moval.org/do_biz/biz-license.shtml)

A late fee of (4%) of each installment not paid within 30 days, shall be paid with the next regular installment.

### END OF SECTION 2

SPECIAL PROVISIONS  
PART 1 – GENERAL PROVISIONS  
00701-3

Attachment: AAH - LRSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

CITY OF MORENO VALLEY  
Project No. XXX XXXX

**CITY SPECIAL PROVISIONS**

PROJECT NO. XXX XXXX

SR 60 Pigeon Pass Interchange Adopt-a-Highway Program  
Freeway On/Off Ramp Litter Removal and Vegetation Control

**PART 1**

**GENERAL PROVISIONS**

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

**SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**

**1-1.1 GENERAL**

The Work shall be performed in accordance with the City Special Provisions which amend, modify, and/or supplement Sections 1 through 800 of the latest edition of the “Greenbook,” Standard Specifications for Public Works Construction (including all supplement amendments), in effect and published at the Bid Deadline.

**1-2 TERMS AND DEFINITIONS**

<u>WORD or WORDS</u>	<u>DEFINITION</u>
Admitted	Entitled to transact insurance business in California (CCP995.120).
Agency	The City of Moreno Valley.
Alternate Bid, Alternate Bid Price	The amount stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as Alternate Work, to be added or deducted from the Base Bid, which shall be the Contractor’s responsibility if the City accepts the Alternate Bid Item.
Applicable Law	All state, federal, and local laws, statutes, ordinances, codes, rules, and regulations governing the Work.
Base Bid, Base Bid Price	The amount stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base Contract Work (i.e. not including Alternate Bid Items).
Bidding Requirements	The Notice Inviting Bids, Instructions to Bidders, Bidder’s Proposal, Subcontractor Listing, Bidder’s Bond, and Contractor’s Statement.
Bid Item	An item of Work listed on the Bid Schedule.
Board	The City Council of the City of Moreno Valley, which is the awarding authority of the City.
CA Building Code	The latest edition adopted by the City of Moreno Valley of the <u>CALIFORNIA BUILDING CODE</u> , as published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601. Builders Books, Inc., 7943 Canoga Avenue, Canoga Park, California 91304, Telephone 1-800-273-7375. The City does not endorse any bookstore, but has provided a source where the information may be obtained.

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

<u>WORD or WORDS</u>	<u>DEFINITION</u>
CA Electrical Code	The latest edition adopted by the City of Moreno Valley of the CALIFORNIA ELECTRICAL CODE BASED ON THE 2013 NATIONAL ELECTRICAL CODE as developed by the National Fire Protection Association, 1 Batterymarch Park, P.O. Box 9101, Quincy, MA 02269-9101.
CA Fire Code	The latest edition adopted by the City of Moreno Valley of the <u>CALIFORNIA FIRE CODE</u> , as published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601, and Western Fire Chiefs Association, Palm Brook Corporate Center, 3602 Inland Empire Boulevard, Suite B-205, Ontario, California 90601.
CA Mechanical Code	The latest edition adopted by the City of Moreno Valley of the <u>CALIFORNIA MECHANICAL CODE</u> , as published by the International Association of Plumbing and Mechanical Officials.
CA Plumbing Code	The latest edition adopted by the City of Moreno Valley of the <u>CALIFORNIA PLUMBING CODE</u> , as published by the International Association of Plumbing and Mechanical Officials.
Calendar Day	24 hours beginning at 12 midnight and ending at 11:59 p.m.
Change Order	A written instrument prepared by the City and signed by the City and the Contractor, stating their agreement upon all of the following: (1) the scope of the change in the Work; (2) the amount of the adjustment, if any, in the Contract Price; and (3) the extent of the adjustment, if any, in the Contract Time. See Subsection 3-2.1.1 of the City Special Provisions.
Change Order Proposal Request	A request issued by the City to the Contractor that describes a proposed change to the Work and requests that the Contractor submit an itemized Change Order Proposal to the City. See Subsection 3-2.1 of the City Special Provisions.
City	The City of Moreno Valley.
City Council	The City Council of the City of Moreno Valley.
City Special Provisions	Provisions of the City that amend, modify, and/or supplement Sections 1 through 800 of the latest edition of the "Greenbook," Standard Specifications for Public Works Construction (including all supplement amendments), in effect and published at the Bid Deadline.
Construction Change Directive	A written order prepared and signed by the City, directing a change in the Work prior to the Contractor's agreement on adjustment, if any, in the Contract Price or Contract Time, or both. See Subsection 3-2.1.2 of the City Special Provisions.
Contract Documents	The Contract Documents are enumerated in the Agreement.

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

<u>WORD or WORDS</u>	<u>DEFINITION</u>
Contract Time	The number of Working Days stated in the Agreement for the completion of the Work.
Contractor's Representative	See Subsection 7-6 of the City Special Provisions.
Detour	A temporary route for traffic (vehicular or pedestrian) around a closed portion of a road or traveled way.
District	The Riverside County Flood Control & Water Conservation District (RCFC&WCD)
Drawings or Plans	The part of the Contract Documents which show the characteristics and scope of the Work to be performed, and which have been prepared or approved by the Engineer.
Engineer or City Engineer	The City Engineer of the City of Moreno Valley or other person designated by the City Engineer acting either directly or through authorized agents.
Estimated Quantities	The quantities Work anticipated to be performed, as set forth in the Bid Schedule, designated as units or a lump sum.
Excavation	Any operation in which earth, rock, or other material in the ground is moved, removed, or otherwise displaced by means of tools, equipment, or explosives in any of the following ways: grading, trenching, digging, ditching, drilling, augering, tunneling, scraping, cable or pipe plowing and driving, or any other way (CGC 4216).
Field Order	A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.
Final Acceptance	Final Acceptance (Final Acceptance of the Work) occurs when the Engineer determines that Final Completion (as defined in Subsection 9-3.1 of the City Special Provisions) of the Work has been achieved and a Notice of Completion has been recorded with the County of Riverside by the City. The date of Final Acceptance is the date the Notice of Completion is recorded by the County of Riverside Recorder.
Final Completion	See Subsection 9-3.1 of the City Special Provisions for the steps (1 and 2) necessary to achieve Final Completion.
Furlough Day	A day on which the City is closed for business for budget reasons. A Furlough Day may be a Working Day.
Geotechnical and/or Soils Engineer	The private consulting geotechnical engineer retained to perform soils material testing.

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<u>WORD or WORDS</u>	<u>DEFINITION</u>
Hazardous Material	<p>(1) A substance or combination of substances, which because of its quantity, concentration, or physical, chemical or infectious characteristics, may either:</p> <p style="padding-left: 40px;">(a) Cause, or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or</p> <p style="padding-left: 40px;">(b) Pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of or otherwise managed.</p> <p>(2) Unless expressly provided otherwise, the term "hazardous material" shall be understood to also include extremely hazardous material.</p>
Inspector	The representative of the Engineer who is assigned to inspect conformance of the work to the Plans and Specifications.
Laboratory	The designated laboratory authorized by the City to test materials and/or Work.
Labor Surcharge and Equipment Rental Rates	The latest edition in effect on the date the Work is performed. Published by the California Department of Transportation, Caltrans Publications, 1900 Royal Oaks Drive, Sacramento, California 95815.
Major Contract Bid Item	A Bid Item for which the Total Price is 10% or more of the Contract Price.
Manufacturer	A person, firm, or corporation that fabricates, processes, or creates materials or equipment to be incorporated into the Project from raw materials or component parts.
Minor Contract Bid Item	A Bid Item for which the Total Price is less than 10% of the Contract Price.
Notice of Completion	A notice executed by the Engineer and recorded with the County of Riverside Recorder that provides formal notice of the completion of Work and Final Acceptance by the City. The Notice of Completion contains the name and address of the City, name and address of the Contractor, description of the site sufficient for identification, including the street address of the site, if any, and date of Final Completion. The date of Final Acceptance is the date the Notice of Completion is recorded by the County of Riverside Recorder.
Notice to Proceed or Notice to Proceed with Construction	A written notice issued by the City to the Contractor that authorizes the Contractor to perform the Work.

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<u>WORD or WORDS</u>	<u>DEFINITION</u>
Notice to Proceed to Fulfill Preconstruction Requirements and/or Order of Materials	A written notice issued by the City to the Contractor that authorizes the Contractor to proceed with preconstruction requirements and the acquisition or purchase of materials that are to be incorporated into the Work and establishes the date of commencement of the Contract Time.
Owner	City of Moreno Valley unless otherwise specified.
Private Architect or Engineer	(If applicable) The private professional architect or consulting engineer who has prepared and signed the Plans.
Project	The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other contractors and the City's own forces.
Punch List	A list of items of Work to be completed or corrected by the Contractor in order to complete the Work as specified in the Contract Documents.
Registered Bidder	A Bidder that registers with the City by providing its street address, e-mail, phone, and fax to the City at the time of pick-up of or request for Bidding Documents.
Reference Documents	Drawings and documents showing existing site conditions or as-built improvements and made available to Bidders for general background information about the Project. No guarantee is made that existing improvements or site conditions are accurately shown or described on the Reference Documents.
Reference Specification	Any specifications referred to in the Bidding Documents other than Standard Specifications and City Special Provisions, including, but not limited to bulletins, standards, rules, methods of analysis or tests, codes, State Standard Specifications, and specifications of other agencies, engineering societies, or industrial associations. These refer to the latest edition, including amendments, in effect and published at the Bid Deadline, unless otherwise specifically referred to by edition, volume, or date.
Shop Drawings	All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
Specifications	Standard Specifications, Reference Specifications, City Special Provisions, and specifications in Addenda and Contract Change Orders. These refer to the latest edition, including amendments, in effect and published at the Bid Deadline unless otherwise specifically referred to by edition, volume, or date.
Standard Plans	Standard detail drawings and/or instructions of the Engineering Division of the Public Works Department of the City of Moreno Valley. Also referred to as Standard Drawings.

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<u>WORD or WORDS</u>	<u>DEFINITION</u>
Standard Specifications	The latest edition of the "Greenbook," <u>Standard Specifications for Public Works Construction</u> , including all <u>Supplemental Amendments</u> , in effect and published at the Bid Deadline, otherwise specifically referred to by edition, volume, or date, prepared by Public Works Standards, Inc., as published by Building News, Inc., 990 Park Center Drive, Suite E, Vista, California 92801. Telephone No. 760.734.1113.
State	The State of California
State Standard Plans	The latest edition of the Standard Plans of the State of California, Department of Transportation, including amendments, in effect and published at the Bid Deadline, unless otherwise specifically referred to by edition, volume, or date.
State Standard Specifications	The latest edition of the Standard Specifications of the State of California, Department of Transportation, in effect and published at the Bid Deadline, unless otherwise specifically referred to by edition, volume, or date.
Supplier	Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
Technical Provisions	Part of the City Special Provisions consisting of a written description of a technical nature of materials, equipment, construction system, standards, and workmanship, which amend, modify, or supplement Sections 1 through 800 of the latest edition of the "Greenbook," Standard Specifications for Public Works Construction (including all supplement amendments), in effect and published at the Bid Deadline, and other agency or utility specifications.
Transportation Division	A division within the City of Moreno Valley Department of Public Works that is assigned traffic-related matters.
Traffic Engineer	The representative of the Engineer who is assigned traffic-related matters.
Work	The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, services provided or to be provided by the Contractor to fulfill the Contractor's obligations.
Work Directive	A unilateral written order issued by the City directing the Contractor to continue performance of the Work or a disputed item of Work pending resolution of a claim or dispute concerning the scope of Work.
Working Day	See Subsection 6-7.2 of the City Special Provisions.

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WORD or WORDS      DEFINITION

Written Notice      A notice in writing required under the Contract Documents. Written Notice is deemed delivered and the service thereof completed, when: (1) posted by certified or registered U.S. Mail, return receipt requested, to the appropriate party at its last given address, or (2) delivered in person to said party or its authorized representative at the worksite.

**1-3 ABBREVIATIONS**

**1-3.2 Common Usage**

<u>Abbreviation</u>	<u>Word or Words</u>
ADA	Americans with Disabilities Act
AWG	American Wire Gage
B&P	Business and Professions Code
CA	California Administration Code
CA MUTCD	California Manual on Uniform Traffic Control Devices
CBC	California Building Code as amended by Title 8 of the City's Municipal Code
CC	Civil Code Section No.
CGC	California Government Code
CCP	California Code of Civil Procedure Section No.
CVC	California Vehicle Code
DBE	Disadvantaged Business Enterprise
EDC	Educational Code Section No.
IC	California Insurance Code Section No.
LC	Labor Code Section No.
MOU	Memorandum of Understanding – Riverside County Transportation Department and Riverside County Flood Control and Water Conservation District for Design, Construction, Inspection and Maintenance of Flood Control Drainage Facilities (June 2008)
NEC	National Electrical Code
PCC	Public Contract Code
PS & E	Plans Specifications and Estimates
RFI	Request for Information

**1-3.3 Institutions**

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGA	American Gas Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AIISI	American Iron & Steel Institute
ANSI	United States of America Standards Institute
APHA	American Public Health Association
APWA	American Public Works Association
ASA	American Standards Association (now ANSI)

**1-3.3 Institutions (continued)**

ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSD	Community Services District of the City of Moreno Valley
EIA	Electronic Industries Association
EMWD	Eastern Municipal Water District
IEEE	Institute of Electrical and Electronics Engineers
MVHA	Moreno Valley Housing Authority
NBFU	National Board of Fire Underwriters
OSA	Office of State Architect
PCA	Portland Cement Association
RCFC & WCD	Riverside County Flood Control and Water Conservation District
RCTC	Riverside County Transportation Commission
RTA	Riverside Transportation Authority

<u>Abbreviation</u>	<u>Word or Words</u>
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SSPC	Steel Structures Painting Council
USASI or USAS	United States of America Standards Institute (Now ANSI)
WMWD	Western Municipal Water District
WRCOG	Western Riverside Council of Governments

**1-4.2 Units of Measure and Their Abbreviations**

1 Acre	43,560 sf
Cubic Yards	CY
Each	EA
Feet	FT
Linear Feet	LF
Lump Sum	LS
Square Feet	SF
Square Yards	SY
Ton	TN

**END OF SECTION 1**

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## SECTION 2 – SCOPE AND CONTROL OF WORK

### 2-1 ASSIGNMENT

**2-1.1 Contractor Indebtedness.** Indebtedness incurred by or on behalf of the Contractor for any reason in connection with the Work must be paid by the Contractor. The City, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD) have no obligation for any indebtedness or claim other than payments under terms of the Contract, and the Contractor shall not represent that it has any authority to create such an obligation on behalf of the City of Moreno Valley, the MVHA, or the CSD. The Contractor shall indemnify and hold harmless the City of Moreno Valley, the MVHA, and the CSD, its officers, employees and agents from any loss, demand, damages, claims or actions arising from or in connection with said indebtedness.

### 2-2 SUBCONTRACTS

#### 2-2.1 General

Pursuant to Labor Code Section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations website at [http://www.dir.ca.gov/dir/Labor\\_law/DLSE/Debar.html](http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html).

All subcontracts shall include a provision that requires each subcontractor, to the extent of the Work to be performed by each subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all of the obligations and responsibilities that the Contractor assumes toward the City. Each subcontract agreement shall preserve and protect the rights of the City under the Contract Documents with respect to the Work to be performed by each subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to each subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the City. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with sub-subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the subcontractor shall be bound by this subsection of the Standard Specifications and the City Special Provisions. If any provision of any subcontract is inconsistent with any provision of the Contract Documents or the intent of the Contract Documents, then the Contract Documents shall control. Subcontracts shall also contain certification by the subcontractors that said subcontractor is experienced in and qualified to do, and knowledgeable about, the subcontracted Work. Copies of subcontracts shall be provided to the Engineer upon request.

#### 2-2.2 Self Performance

Any Bid that does not indicate that Work valued at least fifty percent (50%) of the Contract Price (except Specialty Items) will be performed by the Bidder's own forces, will be considered non-responsive and will be rejected with no further consideration. If, after execution of the Agreement, the City discovers the Contractor is performing Work valued at less than fifty percent (50%) of the Contract Price (except Specialty Items), the Contractor will be notified that it is in breach of the Contract. The Contractor's obligation to self-perform at least fifty percent (50%) of the Contract

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Price (except Specialty Items) is not subject to Change Orders that increase the value of subcontracted items of Work.

**2-2.3 Status of Subcontractors**

The Contractor shall be as fully responsible to the City for the acts and omissions of subcontractors and of persons employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor. The Contractor shall be responsible for the coordination of the trades, subcontractors, and material suppliers engaged upon their Work. Neither the City nor any representative of the City will undertake to settle any difference between the Contractor and subcontractors or between subcontractors.

**END OF SECTION 2**

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## SECTION 3 – CHANGES IN WORK

### 3-1 CHANGES REQUESTED BY THE CONTRACTOR

#### 3-1.1 General

*Add the following at the end of Subsection 3-1.1:*

If the Contractor alleges that instructions issued after the date of the Contract will result in increases to the Contract Price or Contract Time, if latent or unforeseen conditions require modification of the Contract Documents, or the Contractor otherwise becomes aware of the need for or desirability of a change in the Work, a Change Order Proposal (“COP”) may be submitted to the City in writing, using the forms provided herein in Subsection 3-6.2 of the City Special Provisions, and must specify the reasons for such change, including relevant circumstances and impacts on the construction schedule. The Contractor may request additional compensation and/or time through a COP but not for instances that occurred more than **ten (10) Calendar Days** prior to the COP. The Contractor’s failure to initiate a COP within such period shall be deemed a waiver of the right to adjustment of the Contract Price or the Contract Time for the alleged change. Any COP that is approved by the City will be incorporated in a Change Order or Construction Change Directive. If the City determines that the Work in question is not a change, the Owner shall issue a Work Directive, ordering the Contractor to proceed with the Work without delay. If the COP is denied but the Contractor believes that it does have merit, the Contractor may submit a claim to the City.

### 3-2 CHANGES INITIATED BY THE AGENCY

#### 3-2.1 General

The City reserves the right to make changes in the Work, including the elimination of any Bid Item, after execution of the Contract and without invalidating the Contract by:

- A. Change Order approved by the City Council, City Manager, Public Works Director, or City Engineer (dollar value of approval authority for each as per City policy); or
- B. Construction Change Directive approved by the City Council, City Manager, Public Works Director, or City Engineer (dollar value of approval authority for each as per City policy);

A change that causes the total value of all changes to exceed the Contract contingency amount established at the time of award of the Contract must be approved by the City Council. No payments in excess of the original Contract Price will be made until a Change Order is approved in the normal course of business. The City may, at any time, without notice to the Contractor’s surety(ies), order changes in the Work within the general scope of the Contract. Such changes in the Work shall not relieve or release the surety(ies) of its(their) obligations under the Performance and Payment Bonds issued for the Project. Changes in the Work made pursuant to this Article 3 shall in no way release any guarantee or warranty provided by the Contractor.

The City may issue a Change Order Proposal Request (“COPR”), in writing, to the Contractor, describing a proposed change to the Work and requesting that the Contractor submit an itemized Change Order Proposal (“COP”) to the City, using the forms provided herein in Subsection 3-6.2 of the City Special Provisions, within **ten (10) Calendar Days** after the City’s issuance of the COPR. If the Contractor fails to submit a COP within such period of time, it shall be presumed that



the change described in the City's COPR will not result in an increase to the Contract Price or Contract Time and the change shall be performed by the Contractor without such increases. A COPR does not authorize the Contractor to commence performance of the changed work. The Contractor shall not perform any change until receipt of the City's written approval. If the City approves the Contractor's COP, Owner shall issue a Change Order or Construction Change Directive.

Whenever a change is pending, the Contractor shall notify the City if it is necessary to halt other Work in the area of the change that would be affected thereby, until such time as the change is authorized.

Any change to the Contract Price shall be in a sum mutually agreed to by the Contractor and the City, except that when, in the opinion of the City, such basis is not feasible, the change to the Contract Price shall be determined as provided for in Subsection 3-3, "Extra Work," of the Standard Specifications and the City Special Provisions.

**3-2.1.1 Change Order**

A Change Order is a written instrument prepared by the City and signed by the City and the Contractor, stating their agreement upon all of the following:

- A. The scope of the change in the Work;
- B. The amount of the adjustment, if any, in the Contract Price; and
- C. The extent of the adjustment, if any, in the Contract Time.

**3-2.1.1.1 Accord and Satisfaction**

The Contractor's agreement on any Change Order shall be a full compromise and settlement of all adjustments to the Contract Time and Contract Price, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences, and other extraordinary or consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effect of said Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in the Change Order. By execution of any Change Order, The Contractor agrees that the Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of whatsoever nature, character or kind arising out of or incidental to the Change Order. No action, conduct, omission, product failure, or course of dealing by the City shall act to waive, modify, change, or alter the requirement that Change Orders must be in writing, signed by the City and the Contractor, and that such written Change Orders are the exclusive method for effectuating any change to the Contract Sum and/or Contract Time.

**3-2.1.2 Construction Change Directive**

A Construction Change Directive is a written order prepared and signed by the City, directing a change in the Work prior to the Contractor's agreement on adjustment, if any, in the Contract Price or Contract Time, or both. The City may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and Contract Time being adjusted accordingly. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved. A Construction Change Directive shall be used in

the absence of total agreement on the terms of a Change Order. The City's form of Construction Change directive is provided in Subsection 3-6.2 of the City Special Provisions.

**3-2.2.2 Increases of More than 25 Percent**

Should the actual quantity of a Major Item of Work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications exceed the Bid quantity by more than 25 percent, a Change Order will be issued and payment for the quantity in excess of 25 percent of the Bid quantity will be made on the basis of an adjustment to the Contract Unit price mutually agreed to by the City and the Contractor or pursuant to Subsection 3-2.4 "Agreed Prices."

For Minor Items of Work, the Contractor will be paid using the Contract Unit Price, regardless of whether the actual quantity of the Minor Item of Work covered by a Contract Unit Price exceeds the bid quantity by more than 25 percent.

**3-2.2.3 Decreases of More than 25 Percent**

Should the actual quantity of a Major Item of Work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications be less than 75 percent of the Bid quantity, an adjustment in payment will not be made unless so requested in writing by the Contractor. If the Contractor so requests, a Change Order shall be issued and payment shall be made on the basis of an adjustment to the Contract Unit Price mutually agreed to by the City and the Contractor, or pursuant to Subsection 3-2.4 "Agreed Prices"; however, in no case will payment be less than would be made for the actual quantity at the Contract Unit Price.

For Minor Items of Work, the Contractor will be paid using the Contract Unit Price, regardless of whether the actual quantity of the Minor Item of Work covered by a Contract Unit Price is less than 75 percent of the Bid quantity.

**3-2.2.4 Changes for Items Not Covered by Unit Prices**

Payment for any change for an Item of Work not covered by a Contract Unit Price shall be made pursuant to Subsection 3-3 "Extra Work."

**3-3 EXTRA WORK**

**3-3.1 General**

The Contractor shall not perform any Extra Work except upon written authorization from the Engineer.

All Extra Work shall conform to the Plans and Specifications.

The Contractor shall furnish to the Engineer each subcontractor's signed detailed estimate of the cost for labor, materials, and equipment, including the markup by such subcontractor for overhead and profit for Work added or deducted to a subcontractor's scope of Work. The Contractor shall furnish to the Engineer the Sub-subcontractor's signed detailed estimate of the cost for labor, materials, and equipment, including the markup by such sub-subcontractor for overhead and profit for Work added or deducted to a sub-subcontractor's scope of Work. The Contractor shall furnish to the Engineer the vendor or supplier's signed detailed estimate or quotation of the cost to the Contractor for Work added or deducted from a vendor or supplier's scope of Work.

**3-3.2.1 General**

Any change in the Work for an Item of Work not covered by a Contract Unit Price that involves both added and deleted Work shall be paid on the basis of the net total cost. The cost of deleted Work not covered by a Contract Unit Price shall be determined by the Engineer based on the schedule of lump sum prices submitted by the Contractor in accordance with Subsection 9-2, "Lump Sum Work," of the Standard Specifications and the City Special Provisions.

**3-3.2.2.1 Labor**

The cost of labor will be the actual cost for wages prevailing locally for each craft or type of worker (including foreman when authorized by the Engineer) performing the Extra Work at the time the Extra Work is done, plus liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, as well as assessments or benefits required by lawful collective bargaining agreements.

To the actual wages, as defined above, will be added a labor surcharge set forth in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" that is in effect on the date upon which the Extra Work is performed. The labor surcharge shall constitute full compensation for all payments imposed by State and federal laws and for all other payments made to, or on behalf of, the workers, other than actual wages, subsistence and travel paid to the workers. The labor surcharge includes Workers' Compensation, Social Security, Medicare, Federal Unemployment, State Unemployment, and State Training taxes.

Except when direct supervision is provided by working foremen whose time is included in accordance with Subsection 3-2.2.2, the cost of direct supervision of Extra Work, when such direct supervision is provided exclusively for the Extra Work and not in conjunction with or at the same time as supervision for other Work, and when approved in advance in writing by the Engineer, may be charged to the Extra Work. Such cost includes only the actual cost of supervision labor, plus payroll taxes, insurance, and pension costs. The cost of transportation, use of vehicle, and other costs incurred by supervision will not be allowed.

**3-3.2.2.2 Materials**

If the Contractor does not furnish satisfactory evidence of the cost of the materials from the actual supplier thereof within a specified time period after the date of delivery of material, the Engineer reserves the right to establish the cost of the materials at the lowest current wholesale prices at which the materials were available, in the quantities concerned, delivered to the location of the Work site, less any discounts.

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**3-3.2.2.3 Tool and Equipment Rental**

No payment will be made for individual pieces of equipment or tools not listed in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" that is in effect on the date upon which the Extra Work is performed and that have a replacement value of \$200 or less, whether or not consumed by use. Such equipment or tools shall be considered to be small tools.

The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Labor Surcharge and Equipment Rental Rates publication that is in effect on the date upon which the Extra Work is performed.

Move in and out, or minimum charges other than the hourly rate, shall not apply to equipment available from the force already on the Project site.

For equipment that is rented from a local equipment agency, the Contractor will be paid at the hourly rate shown on the rental agency invoice or agreement for the time the equipment is used on Extra Work. If a minimum equipment rental amount is required by the local equipment rental agency, the actual amount charged will be paid to the Contractor.

If it is deemed necessary by the Engineer to use equipment not listed in the Labor Surcharge and Equipment Rental Rates publication, a suitable rental rate for that equipment will be established by the Engineer. The Contractor may furnish any cost data that might assist the Engineer in the establishment of the rental rate. If the rental rate established by the Engineer is \$10.00 per hour or less, the provisions above concerning rental of equipment from a local equipment agency shall apply.

Rental time will not be allowed while equipment is inoperative due to breakdowns.

When owner operated equipment is used to perform Extra Work to be paid on a force account basis, the Contractor will be paid for the equipment and operator as follows:

1. Payment for the equipment will be made at the rental rates listed for such equipment in the Labor Surcharge and Equipment Rental Rates publication that is in effect on the date upon which the Extra Work is performed.
2. Payment for the cost of labor will be made in conformance with the provisions in Subsection 3-3.2.2.1 "Labor" of the City Special Provisions.

**3-3.2.3 Markup**

The markup for overhead and profit on Extra Work shall be in accordance with the following schedule.

**3-3.2.3.1 Work by Contractor.** For Extra Work performed by the Contractor's forces, the following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit: twenty percent (20%) for labor, fifteen percent (15%) for materials, and fifteen percent (15%) for equipment rentals.

**3-3.2.3.2 Work by Subcontractor.**

For Extra Work performed by a subcontractor, the markup established in Subsection 3-3.2.3.1 of the City Special Provisions shall be applied to the subcontractor's costs. An additional five percent (5%) shall be added to the subcontractor's final cost, which shall reimburse the Contractor for administrative costs, including overhead and profit.

#### **3-3.2.3.4 Work by Specialist.**

If the Engineer and the Contractor agree that a service or an item of Extra Work cannot be performed by the forces of the Contractor or those of any of its subcontractors or sub-subcontractors, such service or Extra Work item may be performed by a specialist. Invoices for such services or items of Extra Work calculated on the basis of current market prices may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide such complete itemization.

If the Contractor is required to perform Extra Work that requires a fabrication or matching process in a fabrication or machine shop facilities away from the Project site, the charges for that portion of the Extra Work performed in such facility may, by agreement between the Contractor and Engineer, be accepted as a specialist billing.

For Extra Work performed by a specialist, fifteen percent (15%) shall be added to the specialist's invoice price less a credit to the City for any cash or trade discount offered or available, whether or not such discount may have been taken; such percentage shall reimburse the Contractor for administrative costs, including overhead and profit.

#### **3-3.2.3.5 Work not Covered by Unit Prices**

Markup for overhead and profit on any change in the Work for an Item of Work not covered by a Contract Unit Price that involves both added and deleted Work shall be paid, in accordance with this Subsection 3-3.2.3 of the City Special Provisions, only if the net cost increases the Contract Price (i.e. if the cost for added Work exceeds the cost for deleted Work).

### **3-3.3 Daily Reports by Contractor**

The Contractor shall submit daily reports for Extra Work showing all labor, material, and equipment costs incurred.

The daily reports shall describe in detail the Extra Work that was performed and the location (station, etc.). Separate daily reports shall be submitted for Extra Work that is performed for more than one location and for different tasks that are performed on the same day. Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily reports, or if not available, they shall be submitted with subsequent daily reports. The Contractor shall maintain the Contractor's records in such a manner as to provide a clear accounting of the costs.

Upon completion of the Extra Work, the Contractor shall submit a summary of costs, including markup for overhead and profit. All costs shall be in accordance with Subsection 3-3.2, "Payment," of the Standard Specifications and the City Special Provisions. The signature of the City's Inspector on a daily report shall indicate agreement with the information reflected therein, not that the Contractor is entitled to payment of the costs in the report. The Engineer shall review the



daily reports. The Engineer shall compare Inspector's records with the completed daily reports furnished by the Contractor and make any necessary adjustments. When the daily reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the Extra Work performed.

**3-3.4 Extension of Time**

If the Contractor is delayed in completing the Extra Work due to a change ordered by the City, the time for completion of Work will be extended for a period equal to the number of days by which the entire Project has been delayed because of such change. The Contractor will not be liable for liquidated damages for such period of time and shall have no claim for any additional compensation for any such delay except as otherwise provided in the Standard Specifications or City Special Provisions.

**3-5 DISPUTED WORK**

In the event of disputed Work, the City shall have the right to unilaterally issue a written Work Directive and Contractor shall continue performance pending resolution of the dispute and shall maintain cost data described in Subsection 3-3 of the Standard Specifications and the City Special Provisions. The City's form of Work Directive is provided in Subsection 3-6 of the City Special Provisions. Payment shall be made for such disputed Work as is later determined by negotiation between the parties or as is fixed by a court of law.

**3-6 FORMS**

**3-6.1 Change Order Form**

**3-6.2 Change Order Proposal Forms**

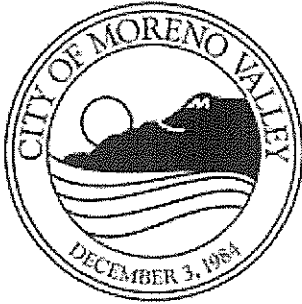
- (a) Change Order Proposal Summary Report
- (b) Labor Cost Report
- (c) Labor Rates Report
- (d) Material Cost Report
- (e) Equipment Cost Report
- (f) Special Forces/Services Cost Report

**3-6.3 Construction Change Directive Form**

**3-6.4 Work Directive Form**

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

CITY OF MORENO VALLEY  
Project No. XXX XXXX



**CITY OF MORENO VALLEY  
PUBLIC WORKS DEPARTMENT  
Capital Projects Division**

**CONTRACT CHANGE ORDER NO. 1**

PROJECT NO.:

DESCRIPTION: **SR 60 Pigeon Pass Interchange Adopt-a-Highway Program Freeway On/Off Ramp Litter Removal and Vegetation Control**

TO: **Adopt a Highway Litter Removal Services of America, Inc.**

You are hereby requested to comply with the following changes from the Contract Plans and Specifications:

SUMMARY OF CHANGES		Change in Contract Price <sup>1</sup>
Description (Detailed Explanation Attached)		
1.	Additional Work	\$0.0
2.	Adjustment in Final Bid Quantities	\$0.0
<b>Net Change in Contract Price</b>		<b>\$0.0</b>

<sup>1</sup> Deduction or decrease in Contract Price is denoted in parentheses

The following change is hereby made a part of the Contract Documents and shall be performed under the same terms and conditions as required by the original Contract Documents. Except as modified herein, the original Contract Documents and all prior amendments shall remain in full force and effect and all of the terms of the Contract Documents are hereby incorporated in this Change Order.

**SUMMARY OF ALL CHANGE ORDERS**

ORIGINAL CONTRACT AMOUNT .....	\$42,000.00
CCO1 (FINAL) .....	\$0.00
TOTAL .....	\$000,000.00

**SUMMARY OF WORKING DAYS**

FIRST DAY OF WORK: ..... Date  
 CONTRACT WORKING DAYS: ..... X  
 TIME EXTENSION:  
     CCO 1 (Final) ..... Y  
 NEW TOTAL WORKING DAYS: ..... X+Y  
 LAST DAY OF WORK: ..... New Date

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Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)



**CHANGE ORDER DETAIL**

Change Order No.: 1

Project No.:

Description: SR 60 Pigeon Pass Interchange Adopt-a-Highway Program Freeway On/Off Ramp Litter Removal and Vegetation Control

The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file in the Department of Public Works. Shown as separate paragraphs: (A) Reason for Change; (B) Description of Change; (C) Change in Contract Costs; and (D) Change in Completion Date.

**Item No. 1:**

A. Reason for Change:

B. Description of Change:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST <sup>1</sup>
New Item				0	0	0	0.00

C. Change in Contract Cost:  
Add \$0.00

D. Change in Completion Date:  
Add Y Working Days

**Item No. 2: Adjustment in Final Bid Quantities:**

A. Reason for Change:  
Due to conditions encountered during construction, modifications to the amount of Work were determined to be appropriate, and the changes were addressed by means of adjusting applicable contract quantities, as outlined below.

SPECIAL PROVISIONS  
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Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

B. Description of Change:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST <sup>1</sup>

<sup>1</sup>Deduction or decrease in Contract Price is denoted in parentheses

C. Change in Contract Cost:  
Add \$0.00

D. Change in Completion Date:  
No Change.

**SIGNATURE PAGE TO FOLLOW:**

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

CITY OF MORENO VALLEY  
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The original Contract Price was Forty Two Thousand and 00/100 Dollars (\$42,000.00). Contract Change Order No.1 (Final) increased the Contract Price by 00/100 Dollars (\$0.00). The new Contract Price will be 00/100, resulting in an increase of approximately 0.00% to the original Contract.

The original Contract Time of X(x) Working Days was extended by Y (y) Working Days per Change Order No. 1 (Final). The last contract Working Day is new Date.

Ordered: \_\_\_\_\_ Date: \_\_\_\_\_  
Public Works Director/City Engineer

Concurred by: \_\_\_\_\_ Date: \_\_\_\_\_  
Capital Projects Division Manager

Concurred by: \_\_\_\_\_ Date: \_\_\_\_\_  
Project Manager

Acceptance by the Contractor:

This Change Order is in full compromise and settlement of all adjustments to Contract Time and Contract Price, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences and other extraordinary or consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effect of said Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in this Change Order. By execution of this Change Order, the Contractor agrees that this Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of any nature, character or kind arising out of or incidental to this Change Order.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

CHANGE ORDER PROPOSAL FORM

3-6.2(a) CONTRACT CHANGE ORDER PROPOSAL SUMMARY REPORT

Date \_\_\_\_\_

CCO Proposal No. \_\_\_\_\_ Contractor \_\_\_\_\_

Item No. \_\_\_\_\_ Location \_\_\_\_\_

AMOUNT

General Contractor

1. Labor Cost: .....\$ \_\_\_\_\_

2. Material Cost: .....\$ \_\_\_\_\_

3. Equipment Cost: .....\$ \_\_\_\_\_

4. Special Forces/Services: .....\$ \_\_\_\_\_

**Subtotal Contractor Cost:**.....\$ \_\_\_\_\_

5. Subcontractor/Sub-subcontractor Name \_\_\_\_\_

a. Labor Cost .....\$ \_\_\_\_\_

b. Material Cost.....\$ \_\_\_\_\_

c. Equipment Cost .....\$ \_\_\_\_\_

**Subtotal Subcontractor/Sub-subcontractor Cost**.....\$ \_\_\_\_\_

6. Subcontractor/Sub-subcontractor Name \_\_\_\_\_

a. Labor Cost .....\$ \_\_\_\_\_

b. Material Cost.....\$ \_\_\_\_\_

c. Equipment Cost .....\$ \_\_\_\_\_

**Subtotal Subcontractor/Sub-subcontractor Cost**.....\$ \_\_\_\_\_

**TOTAL CONTRACT CHANGE ORDER COSTS**.....\$ \_\_\_\_\_

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

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**CHANGE ORDER PROPOSAL FORM**

**3-6.2(b) LABOR COST REPORT**

Date \_\_\_\_\_

CCO Proposal No. \_\_\_\_\_ Contractor or Subcontractor \_\_\_\_\_

Item No. \_\_\_\_\_ Location \_\_\_\_\_

CLASSIFICATION AND NAME	HOURS	HOURLY RATE	EXTENDED AMOUNTS
Classification:	OT	\$	\$
Name:	REG	\$	\$
Classification:	OT	\$	\$
Name:	REG	\$	\$
Classification:	OT	\$	\$
Name:	REG	\$	\$
Classification:	OT	\$	\$
Name:	REG	\$	\$
Classification:	OT	\$	\$
Name:	REG	\$	\$
Classification:	OT	\$	\$
Name:	REG	\$	\$
<b>TOTAL LABOR</b>			<b>\$</b>

Overhead/profit 20% ..... \$ \_\_\_\_\_

Total labor/overhead/profit..... \$ \_\_\_\_\_

Subcontractor's mark-up of total Sub-subcontractor  
labor/overhead/profit (if applicable) 5% ..... \$ \_\_\_\_\_

General contractor's mark-up of total Subcontractor  
or Sub-subcontractor labor/overhead/profit (if applicable) 5% ..... \$ \_\_\_\_\_

**Total**..... \$ \_\_\_\_\_

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PART 1 – GENERAL PROVISIONS  
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Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

**CHANGE ORDER PROPOSAL FORM**

**3-6.2(c) LABOR RATES REPORT**

Date \_\_\_\_\_

CCO Proposal No. \_\_\_\_\_

Contractor or Subcontractor \_\_\_\_\_

Item No. \_\_\_\_\_

Location \_\_\_\_\_

CLASSIFICATION:		
<b>TAXABLE BASE:</b>		<b>AMOUNT</b>
Base Hourly Pay		\$
Vacation		\$
<b>TOTAL TAXABLE BASE</b>		<b>\$</b>
<b>TAXES &amp; INSURANCE</b>	<b>PERCENT</b>	<b>AMOUNT</b>
Social Security Tax		\$
State Unemployment Tax		\$
Federal Unemployment Tax		\$
Workmen's Compensation		\$
Liability & Umbrella Insurance		\$
<b>TOTAL TAXES &amp; INSURANCE</b>		<b>\$</b>
<b>FRINGE BENEFITS</b>	<b>AMOUNT</b>	
Pension		\$
Health & Welfare		\$
Training		\$
Other Fringe Benefits		\$
<b>TOTAL FRINGE BENEFITS</b>		<b>\$</b>
<b>TOTAL LABOR RATE PER CLASSIFICATION</b>		<b>\$</b>

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

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**CHANGE ORDER PROPOSAL FORM**

**3-6.2(d) MATERIAL COST REPORT**

Date \_\_\_\_\_

CCO Proposal No. \_\_\_\_\_ Contractor or Subcontractor \_\_\_\_\_

Item No. \_\_\_\_\_ Location \_\_\_\_\_

INVOICE NO.	DESCRIPTION	AMOUNT
1.	Material	\$ _____
	Sales Tax (Prevailing Tax Rate) 7.75%	\$ _____
	<b>Subtotal</b>	\$ _____
2.	Material	\$ _____
	Sales Tax (Prevailing Tax Rate) 7.75%	\$ _____
	<b>Subtotal</b>	\$ _____
3.	Material	\$ _____
	Sales Tax (Prevailing Tax Rate) 7.75%	\$ _____
	<b>Subtotal</b>	\$ _____
<b>SUBTOTAL MATERIAL COST</b>		\$ _____

**NOTE: An itemized list of materials, manufacturers, serial numbers, invoices, and other pertinent date shall be submitted along with the material cost report.**

Overhead/profit 15% .....\$ \_\_\_\_\_

Total material/overhead/profit .....\$ \_\_\_\_\_

Subcontractor's mark-up of total Sub-subcontractor material/overhead/profit (if applicable) 5% .....\$ \_\_\_\_\_

General contractor's mark-up of total Subcontractor or Sub-subcontractor material/overhead/profit (if applicable) 5% .....\$ \_\_\_\_\_

**Total** .....\$ \_\_\_\_\_

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PART 1 – GENERAL PROVISIONS  
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Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)



**CHANGE ORDER PROPOSAL FORM**

**3-6.2(e) EQUIPMENT COST REPORT**

Date \_\_\_\_\_

CCO Proposal No. \_\_\_\_\_ Contractor or Subcontractor \_\_\_\_\_

Item No. \_\_\_\_\_ Location \_\_\_\_\_

**3-6.2 (e) EQUIPMENT COST REPORT**

EQUIPMENT NO. (Description, Type, Size)	HOURS	HOURLY RATE	EXTENDED AMOUNTS
<b>SUBTOTAL EQUIPMENT COST</b>			\$ _____

Overhead/profit 15% .....\$ \_\_\_\_\_

Total equipment/overhead/profit.....\$ \_\_\_\_\_

Subcontractor's mark-up of total Sub-subcontractor  
equipment/overhead/profit (if applicable) 5% .....\$ \_\_\_\_\_

General contractor's mark-up of total Subcontractor  
or Sub-subcontractor equipment/overhead/profit (if applicable) 5% .....\$ \_\_\_\_\_

**Total**.....\$ \_\_\_\_\_

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PART 1 – GENERAL PROVISIONS  
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Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

CITY OF MORENO VALLEY  
Project No. XXX XXXX

**CHANGE ORDER PROPOSAL FORM**

**3-6.2 (f) SPECIAL FORCES/SERVICES COST REPORT**

Date \_\_\_\_\_

CCO Proposal No. \_\_\_\_\_

Contractor or Subcontractor \_\_\_\_\_

Item No. \_\_\_\_\_

Location \_\_\_\_\_

INVOICE NO.	DESCRIPTION	AMOUNT
1.		\$
		\$
<b>Subtotal</b>		\$
2.		\$
		\$
<b>Subtotal</b>		\$
3.		\$
		\$
<b>Subtotal</b>		\$
<b>SUBTOTAL MATERIAL COST</b>		\$

**NOTE:** An itemized list of materials, manufacturers, serial numbers, invoices, and other pertinent date shall be submitted along with the special forces/services cost report.

Overhead/profit 15% ..... \$ \_\_\_\_\_

**Total Special Forces/Services Overhead/Profit.....** \$ \_\_\_\_\_

SPECIAL PROVISIONS  
PART 1 – GENERAL PROVISIONS  
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Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

3-6.3 CONSTRUCTION CHANGE DIRECTIVE

Distribution to: OWNER  CONTRACTOR  OTHER  PROJECT MANAGER

<b>PROJECT:</b>	<b>DIRECTIVE NO.:</b>
	<b>DATE:</b>
	<b>CONTRACT DATE:</b>
<b>TO CONTRACTOR:</b>	<b>CONTRACT FOR:</b>

You are hereby directed to make the following change(s) to this Contract:

**PROPOSED ADJUSTMENTS**

- The proposed basis of adjustment to the Contract Price is:
  - Lump Sum (increase) (decrease) of \$ \_\_\_\_\_.
  - Unit Price of \$ \_\_\_\_\_ per \_\_\_\_\_.
  - Daily time and materials records of actual costs plus a overhead and profit, as provided in **Subsection 3-3, "Extra Work," the Standard Specifications and the City Special Provisions**, [subject to a Not-To-Exceed Amount of \$ \_\_\_\_\_].
  - as follows:
- The Contract Time is proposed to (be adjusted) (remain unchanged). The proposed adjustment, if any, is (an increase of \_\_\_ days) (a decrease of \_\_\_ days).

If the Contractor disagrees with the proposed adjustments, it must submit its own proposal within 10 days of the date of this Construction Change Directive pursuant to Contract Documents or the proposed adjustment will become final and binding on the Contractor.

When signed by the City and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Ordered: \_\_\_\_\_ Date: \_\_\_\_\_  
Public Works Director/City Engineer

Concurred by: \_\_\_\_\_ Date: \_\_\_\_\_  
Maintenance and Operations Division Manager

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_  
Project Manager

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PART 1 – GENERAL PROVISIONS  
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Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

**3-6.4 WORK DIRECTIVE**

Distribution to: OWNER  CONTRACTOR  FIELD  OTHER  PROJECT MANAGER

---

<b>PROJECT:</b>	<b>WORK DIRECTIVE NO.:</b>
	<b>DATE:</b>
	<b>CONTRACT DATE:</b>
<b>TO CONTRACTOR:</b>	<b>CONTRACT FOR:</b>

You are hereby directed to continue performance of the following Work, without delay, pending resolution of the dispute concerning such Work and maintain the cost data described in Subsection 3-3, "Extra Work," of the Standard Specifications and the **City Special Provisions** to the Contract for the performance of such Work:

Neither the issuance of this Work Directive nor the requirement for the Contractor to maintain cost data constitutes approval by the City of a change in the Work or modification of the Contract Documents.

Ordered: _____ Public Works Director/City Engineer	Date: _____
Concurred by: _____ Maintenance and Operations Division Manager	Date: _____
Prepared by: _____ Project Manager	Date: _____

**END OF SECTION**

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

CITY OF MORENO VALLEY  
Project No. XXX XXXX

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

## SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

### 6-5 TERMINATION OF THE CONTRACT FOR CONVENIENCE

#### 6-5.1 Termination for Cause

**6-5.1.1 Grounds.** The City shall have the right to terminate the Contractor's performance of the Work, in whole or in part, if:

- A. The Contractor fails to promptly commence the Work or unnecessarily or unreasonably delays the Work or improperly discontinues the prosecution of the Work or abandons the Work;
- B. The Contractor refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to perform the Work in strict accordance with the Contract Documents, and the latest approved construction schedule;
- C. The Contractor fails to make prompt payment of amounts properly due subcontractors after receiving payment from the City;
- D. The Contractor disregards Applicable Law, statutes, ordinances, codes, rules, regulations, or lawful orders of a public authority;
- E. The Contractor fails to resume performance of Work which has been suspended or stopped, within a reasonable time after receipt of notice from the City to do so or (if applicable) after cessation of the event preventing performance;
- F. Any representation or warranty made by the Contractor in the Contract Documents or any certificate, schedule, instrument, or other document delivered by the Contractor pursuant to the Contract Documents shall have been false or materially misleading when made;
- G. After commencement of the Work, the City becomes aware that the Contractor is using an ineligible contractor, subcontractor or supplier who was barred from performing Work or providing materials or services on City projects at the time of Bid;
- H. The Contractor fails to make payment to subcontractors for materials or labor in accordance with the respective Contract Documents and Applicable Law;
- I. The Contract is assigned or the Work is sublet otherwise than as specified in the Contract Documents;
- J. The Contractor otherwise is guilty of breach of a provision of the Contract Documents; or
- K. The Contractor materially fails to execute the Work in accordance with the Contract Documents or, in the City's opinion, is violating any of the terms of the Contract or is not executing the Contract in good faith or is not following instructions of the City as to additional force necessary in the opinion of the City for completion of the Work within the required time.

When the City terminates the Contractor's performance of the Work for one of the reasons stated in this Subsection 6-5.1.1 of the City Special Provisions, the Contractor shall not be entitled to receive further payment until the Work is finished by others in accordance with Subsection 6-5.1.2 of the City Special Provisions.

**6-5.1.2 City's Rights Upon Termination of Contract.** When any of the reasons specified in Subsection 6-5.1.1 of the City Special Provisions exist, the City may, in addition to and without

CITY OF MORENO VALLEY  
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prejudice to any other rights or remedies of the City, notify the Contractor not to resume or to discontinue all Work, or any part thereof, by written notice of default. The City shall advise the Performance Bond surety of the notice of default and that they will be given **fifteen (15) Calendar Days** to arrange for completion of the Work in accordance with the Contract Documents by another contractor or contractors satisfactory to the City. Should the surety fail to effect satisfactory arrangements within said 15-day period, the City shall have the right to issue a notice of termination and to:

- A. Exclude the Contractor from the Project site;
- B. Take possession of the Project site and of all materials, equipment, tools and construction equipment, and machinery thereon owned by the Contractor;
- C. Suspend any further payments to the Contractor;
- D. Accept assignment of Subcontracts pursuant; and
- E. Finish the Work by whatever reasonable method the City may deem expedient.

**6-5.1.3 Cost of Completion of Work.** The City shall charge the cost to complete the Work, including, but not limited to, protection, investigation, labor, services, equipment, materials, permits, fees, supervisory and administrative costs to the Contractor and its Performance Bond surety. If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including expenses and damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If City's cost to complete the Work and damages incurred by City due to the Contractor's default exceed the unpaid Contract Price, the Contractor and its Performance Bond surety shall pay the difference to the City.

**6-5.1.4 Erroneous Termination.** If it has been adjudicated or otherwise determined that the City has erroneously or negligently terminated the Contractor for cause, then said termination shall automatically convert to a termination by the City for convenience as set forth in Subsection 6-5.2 of the City Special Provisions.

**6-5.1.5 Acceptance of Incomplete or Non-Conforming Work.** In lieu of the provisions of Subsection 6-5 of the City Special Provisions for terminating the Contractor's performance, Owner may pay the Contractor for the portion of Work completed according to the provisions of the Contract Documents and may treat the incomplete Work as if they had never been included or contemplated by this Contract, in which case the Contract Price will be reduced by the value of the deleted Work determined in accordance with Section 3, "Changes in Work," of the Standard Specifications and the City Special Provisions. No Claim under this provision will be allowed the Contractor for overhead or prospective profits on Work not completed by the Contractor.

## **6-5.2 Termination for Convenience**

**6-5.2.1 Grounds.** The City may, at any time, terminate the Contractor's performance of the Work, in whole or in part, for the City's convenience without regard to the Contractor's fault or breach upon fourteen (14) Calendar Days' written notice to the Contractor.

**6-5.2.2 Immediate Contractor Action.** Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall, unless the notice directs otherwise, do the following:

- A. Cease performance of the Work to the extent specified in the notice;
- B. Cooperate with the City to secure the site and demobilize in a safe and orderly fashion;
- C. Take actions necessary, or that the City may direct, for the protection and preservation of the Work;



CITY OF MORENO VALLEY  
Project No. XXX XXXX

- D. Except for Work directed to be performed in the notice, incur no further costs and enter into no further subcontracts and purchase orders;
- E. If requested by the City, assign to the City, in the manner and to the extent directed, all of the right, title and interest to the Contractor under the subcontracts, and the City shall have no liability for acts, omissions, or causes of action resulting therefrom which accrued prior to the date of termination and assignment, which liability shall remain with the Contractor; and
- F. Turn over to the City, as soon as possible, but not later than thirty (30) Calendar Days after receipt of such termination notice, the originals of all of the Contractor's records, files, documents, drawings, and any other items relating to the Project, whether located on the Project site, at the Contractor's office, or elsewhere.

**6-5.2.3 Waiver of Claims.** In the event that the City terminates the Contractor's performance of the Work for convenience, the Contractor agrees to waive any claims for damages, including, but not limited to, home office overhead, loss of anticipated profits on account thereof, and, as the sole right and remedy of the Contractor, the City shall pay the Contractor in accordance with Subsection 6-5.2.4 of the City Special Provisions. The provisions of the Agreement, which by their nature survive Final Acceptance, shall remain in full force and effect after such termination to the extent provided in such provisions.

**6-5.2.4 Compensation.** Upon termination for convenience, the Contractor shall be entitled to be paid the full cost of all Work properly done by the Contractor prior to the date of termination not previously paid for, less sums already received by the Contractor on account of the portion of the Work satisfactorily performed, but in no event shall the amounts paid hereunder exceed the portion of Work completed in accordance with the Contract Documents. In no event shall the Contractor be entitled to recover any costs, overhead, or profit for Work not performed prior to the termination notice(s).

## 6-6 DELAYS AND EXTENSIONS OF TIME

### 6-6.1 General

Work will not be allowed on days predicted by the South Coast Air Quality Management District (SAQMD) to be "Stage III" smog episode days. Notification will be given to the Contractor's Representative by the Engineer no later than 3:00 p.m. on the day preceding the predicted "Stage III" episode day. The Contractor will be entitled to an extension of Contract Time for such delays, but the Contractor will not be entitled to damages or additional payment due to such delays.

Work required to maintain the Project site in a safe condition (including but not limited to maintenance of traffic control), shall be allowed on **all** days.

**6-6.3.1 Excusable Non-Compensable Delay.** The Parties acknowledge that the following types of events are not within the responsibility or control of City or are reasonably contemplated by the Parties to occur during the course of performance of the Work, which may impact the schedule for performance of the Work and may entitle the Contractor to an extension of the Contract Time: (1) "Force Majeure" events as defined herein ("Excusable Non-Compensable Delays"). "Force Majeure" means any of the following events, which materially and adversely affect the Contractor's obligations hereunder: earthquakes, acts of God, epidemic, blockade, embargoes, rebellion, war, terrorism, national emergency, riot, act of sabotage, civil commotion, industry-wide labor strike which has material adverse impact on the Work, discovery of any archaeological, paleontological, or cultural resources, spill of hazardous substances by a third party at or near the Project site which is required to be reported to the California Environmental Protection Agency, Department of Toxic Substances

Control, discovery at, near, or on the Project site of any species listed as "threatened" or "endangered" under the Federal or State Endangered Species Act, or unusually severe weather conditions.

An extension of the Contract Time shall be the Contractor's sole remedy of the Contractor for Excusable Non-Compensable Delays. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with the Excusable Non-Compensable Delays defined above.

**6-6.3.2 Excusable Compensable Delay.** "Excusable Compensable Delay" means any delay to the Critical Path of the Work occurring after commencement and prior to completion of the Work: (1) which directly impacts the Contract Time established in the Agreement; (2) for which the City is responsible, is unreasonable under the circumstances involved and not within the contemplation of the Parties; and (3) is not due, in whole or in part, to the breach, negligence, or fault of the Contractor, or its subcontractors or suppliers. The Contractor's remedy for Excusable Compensable Delay shall be an extension of the Contract Time and reimbursement of actual costs directly resulting from such delays and markup established according to Subsection 3-3.2.3 of the City Special Provisions.

**6-7 TIME OF COMPLETION**

**6-7.2 Working Day**

The term "Working Day" shall mean any Calendar Day except Saturdays, Sundays, and legal holidays observed at the locale of the Project. City Hall is open Monday through Thursday 7:30 a.m. to 5:30 p.m. and on Fridays 7:30 a.m. to 4:30 p.m.

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

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
Veterans' Day.....	November 11
Thanksgiving.....	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, and if a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed.

**6-7.3 Contract Time Accounting**

*Add the following at the end of Subsection 6-7.3:*

The Contract Time for completion of the Work, including corrective items of Work, shall be in accordance with Section 5 of the Agreement. Contract Time extensions, when granted by the

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Engineer, will be in Working Days, will be in accordance with the Contract Documents, and will be set forth in writing via Change Order.

#### **6-7.4 Work Outside Regular Hours**

Work shall not be allowed outside of regular working hours (weekdays, 7:00 a.m. to 3:30 p.m., unless otherwise specified) without the advance approval of the Engineer, except Work items relating to maintenance and clean-up of the Work area for the purpose of public safety and convenience. The Contractor shall request such approval from the Engineer at least 48 hours (two Working Days) in advance of the proposed Work. The Contractor shall not fuel, grease, or otherwise service equipment or trucks from 7:00 p.m. to 6:00 a.m., Monday through Friday, and at no time on Sunday or holidays. Service work on equipment will be allowed on Saturday from 8:00 a.m. to 4:00 p.m.

Should Work outside of the above hours be approved, inspection, testing and construction engineering costs as a result of the Work outside of regular working hours shall be paid by the Contractor at the hourly rate, including fringe benefits, at straight time or time and one-half rates as applicable, or if a consultant inspection service is retained by the City, then the Contractor will reimburse the City for the actual cost. Under no circumstances will Work outside regular hours be allowed without full-time inspection.

### **6-8 COMPLETION, ACCEPTANCE, AND WARRANTY**

#### **6-8.1 Completion**

"Completion" shall be understood to mean "Final Completion," as defined in Subsection 1-2 of the City Special Provisions.

#### **6-8.2 Acceptance**

"Acceptance" shall be understood to mean "Final Acceptance," as defined in Subsection 1-2 of the City Special Provisions.

#### **6-8.3 Warranty**

The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including "or equal" substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's Performance Bond surety shall be liable for breaches of these warranties and the correction guarantees described herein.

In addition to the Contractor's obligations described above, if, within **one (1) year** after the date of Final Acceptance or designated portion thereof, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the

requirements of the Contract Documents, the Contractor shall, at its own expense, correct it promptly after receipt of written notice from the City to do. Such correction shall consist of making any repair or replacement necessary, including repair of settled backfill and resurfacing. In addition, the Contractor shall pay administrative costs related to inspection, testing, Contract administration, and attorneys' fees incurred to bring the Work to full compliance with the Contract Documents. If the Contractor fails to make such correction promptly, the City may, at its sole option, with its own or outside forces, correct the deficiencies. In such case, an appropriate Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including compensation for the additional services and expenses made necessary by the failure of the Contractor to correct the deficiencies. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the City shall invoice the Contractor for the difference and the Contractor shall pay the difference to the City, immediately.

During the one-year correction guarantee period, the Contractor shall act on all regular complaints within 48 hours and immediately for emergency repairs. The Owner will not be required to call subcontractors, suppliers, or manufacturers directly.

The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor (i.e. the one-year correction period will re-start upon completion of corrective Work).

If, in the opinion of the Engineer, defective or non-conforming Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operations of the City, the City will attempt to give the notice required by this Subsection of the City Special Provisions. If the Contractor cannot be contacted or does not comply with the Engineer's request for correction within a reasonable time as determined by the Engineer, the City may, in accordance with this Subsection of the City Special Provisions, proceed to make such correction or provide such attention, and the costs of such correction or attention shall be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees provided in this Subsection of the City Special Provisions or elsewhere in the Contract Documents.

This Subsection of the City Special Provisions does not in any way limit the warranty on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. The Contractor shall furnish to the City all appropriate warranty or guarantee certificates, as required, upon completion of the Project.

Nothing contained in this Subsection of the City Special Provisions shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in herein relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

**END OF SECTION 6**

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**SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR****7-2.2 Prevailing Wages****7-2.2.1 Determination of Prevailing Wage Rates**

**7-2.2.1.1** The City has determined that the Contractor and subcontractors of any tier must pay not less than the prevailing wage rates to all workers employed in execution of the Contract. The Director of the Department of Industrial Relations, State of California (DIR) pursuant to the California Labor Code, has determined the general prevailing rates of wages in the locality in which the Work is to be performed. The City has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the Labor Code determinations of the generally prevailing rates of per diem wages and the prevailing rate for holiday and overtime work in the locality in which the Work is to be performed. Copies of said rates are on file with the Capital Projects Division of the City and will be made available for inspection during regular business hours and are also available on the Internet at the California Department of Industrial Relations website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

**7-2.2.1.2** The wage rate for any classification not listed, but which may be required to execute the Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification, or type of worker employed under the Contract. Per diem wages include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay, apprenticeship or other training programs authorized by California Labor Code § 3093, and similar purposes when the term “per diem wages” is used herein. Holiday and overtime work, when permitted by law, must be paid for at the rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. In accordance with Section 1773.2 of the California Labor Code, the Contractor must post a schedule showing all applicable prevailing wage rates at appropriate and conspicuous locations on the job site where they can easily be seen by workers.

**7-2.2.1.3** The Contractor is required to utilize apprentices as required by the California Labor Code and applicable regulations. Only apprentices, as defined in California Labor Code § 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code § 3070 *et seq.* are eligible to be employed for the Work.

**7-2.2.2 Payment of Prevailing Wage Rates****7-2.2.2.1 Statutory Requirements**

The Project is subject to the provisions of Labor Code § 1720 *et seq.* and the requirements of Title 8 of the California Code of Regulations § 16000 *et seq.*, which govern the payment of prevailing wage rates on public works projects. The Contractor and subcontractors of any tier shall be governed by and required to comply with these statutes and regulations in connection with the Project. Pursuant to Labor Code § 1771, the Contractor and subcontractors of any tier must pay not less than the prevailing wage rates to all workers employed in execution of the Contract. The Contractor and all subcontractors must comply with all applicable statutes and regulations, including, but not limited to, Labor Code §§ 1771, 1775, 1777.5, 1813, and 1815.



**7-2.2.2.2 Weekly Payments to Employees**

The Contractor and subcontractors of any tier must pay each worker on the Project, unconditionally and not less often than once each week, the full amounts that are due and payable for the period covered by the particular payday in accordance with the prevailing wage scale determination, regardless of any contractual relationship which may be alleged to exist between the Contractor, all subcontractor, and such laborers. Thus, an employer must establish a fixed workweek and an established payday. On each payday, each worker must receive all sums due at the end of the preceding workweek and must be provided with an itemized wage statement.

**7-2.2.2.3 Classifications**

The City shall require that any class of laborers or mechanics, including apprentices and trainees, which are not listed in the General Wage Determinations and which are to be employed under this Contract, shall be classified conformably to such wage determinations. In the event the City does not concur in the Contractor's proposed classification or reclassification of a particular class of laborers and mechanics (including apprentices and trainees) to be used, the question, accompanied by the recommendation of the City, shall be referred to the State Director of Industrial Relations for determination.

**7-2.2.2.4 Fringe Benefit Cash Equivalent**

The City shall require, whenever the minimum wage rate prescribed for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof must be established. In the event the interested parties cannot agree upon cash equivalent of the fringe benefit, the questions, accompanied by the recommendation of the City, shall be referred to the State Director of Industrial Relations for determination.

**7-2.2.3 Penalty for Prevailing Wage Rate Underpayment**

Pursuant to Labor Code § 1775, the Contractor must, as a penalty, forfeit not more than Two Hundred Dollars (\$200.00) to the State or the Owner for each Calendar Day or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for the Work by the Contractor or by subcontractors of any tier, in connection with the Work. The difference between prevailing wage rates and the amount paid to each worker each Calendar Day, or portion thereof, for which each worker paid less than the prevailing wage rate, must be paid to each worker by the Contractor.

**7-2.2.4 Withholding**

The City shall upon its own action or upon written request of an authorized representative of the Department of Labor or DIR, withhold or cause to be withheld from the Contractor under this Contract 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 City 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.

**7-2.2.5 Responsibility for Subcontractors' Payment of Prevailing Wages**

Pursuant to Labor Code § 1774, the Contractor is responsible for ensuring that subcontractors of any tier comply with requirements for payment of prevailing wages. The Contractor is responsible for Labor Code violations by subcontractors of any tier. The agreement executed between the Contractor and each subcontractor must contain a copy of the provisions of Labor Code §§ 1771, 1775, 1777.5, 1813, and 1815, at a minimum. The Contractor must monitor each subcontractor's payment of prevailing wage rates. Upon becoming aware of the failure of any subcontractor of any tier to pay its workers the specified prevailing wage, the Contractor must diligently take action to halt and rectify the failure, including, without limitation, retaining sufficient funds due to the subcontractor to cover the underpayment. Before making final payment to any subcontractor, the Contractor must obtain an affidavit from the subcontractor, signed under penalty of perjury, which states that the subcontractor has paid the specified, determined prevailing wage rate to its employees for the Project, as well as any amounts due pursuant to Labor Code § 1813. The Contractor must provide copies of such affidavits to the Owner and provide the Contractor's affidavit that it has paid the specified, determined prevailing wage rate to its employees for the Project, as well as any amounts due under Labor Code § 1813.

**7-2.3 Payroll Records****7-2.3.1 Certified Payroll Records and Basic Payroll Records**

The Contractor and Subcontractors of any tier must maintain Certified Payroll Records and "Basic Payroll Records," defined as time cards, front and back copies of canceled checks, cash receipts, trust fund forms, daily logs, employee sign-in sheets, accounting ledgers, tax forms and/or any other record maintained for the purposes of reporting payroll, during the course of the Work and must preserve them for a period of **three (3) years** after completion of the Project for all tradeworkers executing the Work of the Contract. Certified Payroll Records must be submitted at the times designated in **Subsection 7-2.3.2** below or upon request as described in **Subsection 7-2.3.3** below. The City reserves the right to require the Contractor to routinely submit Basic Payroll Records may be requested by the City at any time and must be provided within **ten (10) Calendar Days** following the receipt of the request.



**7-2.3.2 Submittal of Certified Payroll Records**

Pursuant to Labor Code § 1776, the Contractor and each subcontractor of any tier must maintain an accurate, weekly payroll record showing the employee full name, address, social security number, work classification, amount paid per hour, straight time, overtime and holiday hours worked each day and weekly totals, the actual per diem wages paid to each person employed for the Work, and the gross/net wages paid for this Project/all projects, as well as the Contractor name and address, Project name and location, and dates of payroll. If payments are made to any third party trust, funds or plans for health and welfare, pension or vacation trusts, those payments must be stated on the Certified Payroll Record. The basic wage rate paid per hour plus the employer contributions for benefits, including training fund contributions, must at least equal the prevailing wage rate for that classification.

The Contractor must maintain and submit one (1) copy of its Certified Payroll Records and those of its subcontractors weekly with the Contractor's application for payment. The City requires the Contractor to submit to the City each week, no later than seven (7) Calendar Days after the payday for the week covered, the Certified Payroll Records of the Contractor and its subcontractors of every tier. If there is no Work on a given week or on a given day, the Certified Payroll Record must indicate "no work" for that week or day(s). The Certified Payroll Records must account for each day of the week including Saturdays, Sundays and holidays. The Contractor and subcontractors of every tier must write "final" on the last submitted Certified Payroll Record for the Project.

The Certified Payroll Records must be verified by a written declaration made by a person with authority to represent the reporting entity, under penalty of perjury, that the information contained in the payroll record is true and correct and that the reporting entity has complied with the requirements of California Labor Code §§ 1771, 1811, and 1815 for any Work performed by his, her or its employees on the Project.

In addition, the City reserves the right to require the Contractor to provide monthly certified payroll records of local hiring and non-local hiring to ascertain local participation and shall allow the City and City's staff to conduct onsite visits upon request to ascertain local hiring participation.

The Contractor agrees that submission of Certified Payroll Records as well as all related or subsequent requests for supporting document made by the City shall be a condition precedent to the Contractor's receipt of a progress, final, or retention payment. The City shall withhold any portion of the progress, final, or retention payment up to and including the entire payment until the Certified Payroll Records requirement is met by the Contractor or its subcontractors. If the Contractor or any subcontractor is determined to have failed to pay workers in compliance with the applicable prevailing wage sections of the Labor Code, the City shall continue to withhold progress, final, or retention payments until sufficient funds have been withheld for payment of wages to workers and all applicable penalties.

**7-2.3.3 Making Certified Payroll Records Available Upon Request**

Pursuant to Labor Code § 1776, in addition to its obligation to deliver certified payroll records to the Owner on a weekly basis as set forth above, the Contractor must also make payroll records available for inspection at all reasonable hours at the principal office of the Contractor on the following basis: (i) a certified copy of an employee's payroll record must be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a

certified copy of all payroll records must be made available for inspection or furnished upon request to the Owner, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations; (iii) a certified copy of payroll records must be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public must be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, the requesting party must, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractors and the entity through which the request was made; and the public may not be given access to such records at the principal office of the Contractor; (iv) the Contractor must file a certified copy of the payroll records with the entity that requested such records within **ten (10) Calendar Days** after receipt of a written request; and (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor of any tier, performing a part of the Work must not be marked or obliterated. The Contractor must inform the Owner of the location of payroll records, including the street address, city and county and must, within **five (5) Working Days**, provide a notice of a change or location and address.

#### 7-2.3.4 Forfeiture for Failure to Comply with Written Record Request Laws

The Contractor or all subcontractors shall have **ten (10) Calendar Days** in which to comply, subsequent to receipt of written request regarding Certified Payroll Records or Basic Payroll Records. In the event the Contractor or a subcontractor fails to strictly comply after such 10-day period, the Contractor or subcontractor shall, as a penalty to the State or the Owner, forfeit One Hundred Dollars (\$100.00) for each Calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from any portion of the Contract Price then or thereafter due the Contractor. The Contractor is not subject to a penalty assessment pursuant to this paragraph due to the failure of a subcontractor to comply with this Subsection of the City Special Provisions.

#### 7-2.3.5 Statement of Employer Payments

Within **five (5) Calendar Days** of the City's request, the Statement of Employer Payments (**DSLE Form PW 26**) must be completed and submitted to the City by the Contractor and any subcontractor who pays benefits to a third party trust, plan or fund for health and welfare benefits, vacation funds or makes pension contributions. The form must contain, for each worker classification, the fund or trust name, address, administrator, and amount per hour contributed and frequency of contributions. Training fund contributions must also be reported on this form. In February and August of each year during the Project, the Contractor and Subcontractors of any tier must verify changes in wage rates for any trade classifications used on the Project.

#### 7-2.4.1 Limits on Hours of Labor

Pursuant to Labor Code § 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to Labor Code § 1811, the time of service of any worker employed at any time by the Contractor or by a Subcontractor, of any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one Calendar Day and forty (40) hours during any one

calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of the Contractor or any Subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

#### **7-2.4.2 Penalty for Excess Hours**

Pursuant to Labor Code §§ 1813 and 1815, the Contractor shall pay to the State or the Owner a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of the Contract by the Contractor or any Subcontractor, of any tier, for each Calendar Day during which such worker is required or permitted to work more than eight (8) hours in any Calendar Day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

#### **7-2.4.3 Contractor Responsibility for Cost of Excess Hours**

Any Work performed by workers necessary to be performed after regular working hours or on Sundays or other holidays must be performed without adjustment to the Contract Price or any other additional expense to the City.

#### **7-2.5 Apprentices**

##### **7-2.5.1 Apprenticeship Committee Contract Award Information**

Pursuant to Labor Code § 1777.5 and Title 8 California Code of Regulations § 230, the Contractor and Subcontractors of any tier who are not already approved to train by an apprenticeship program sponsor must, within ten (10) Calendar Days of signing the Contract or Subcontract, as applicable, but in any event prior to the first day in which the Contractor has workers employed on the Project, must submit contract award information. This information may be submitted on a Public Works Contract Award Information form (DAS form 140). The contract award information must be provided to the appropriate local apprenticeship committees whose geographic area of operation include the area of the Project and can supply apprentices to the Project.

##### **7-2.5.2 Employment of Apprentices**

Labor Code § 1777.5 and Title 8 California Code of Regulations § 200 *et seq.* provide detailed requirements for employing apprentices on public works. The responsibility of complying with Section 1777.5 and the regulations lies exclusively with the Contractor. When the Contractor or Subcontractor employs workers in any Apprenticeable Craft or Trade, the Contractor and Subcontractor must employ apprentices in at least the ratio set forth in Labor Code Section 1777.5.

Every apprentice employed to perform any of the Work must be paid the prevailing rate of per diem wages for apprentices in the trade to which such apprentice is registered, and such individual must be employed only for the work of the craft or trade to which such individual is registered.

Only apprentices, as defined in Labor Code § 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code § 3070 *et seq.* are

eligible to be employed for the Work. The employment and training of each apprentice shall be in accordance with either of the following:

- a. The apprenticeship standards and apprentice agreements under which such apprentice is training; or
- b. The rules and regulations of the California Apprenticeship Council, including regulations Section 230.1(c), which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

### 7-2.5.3 Apprenticeship Certificate and Request for Dispatch of Apprentices

- a. When the Contractor or any Subcontractor of any tier in performing any of the Work employs workers in any Apprenticeable Craft or Trade, as defined in **Subsection 7-2.5.4** below, the Contractor and such Subcontractor may apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Work for a certificate approving the Contractor or such Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected, provided, however, that the approval as established by the Joint Apprenticeship Committee or Committees shall be subject to the approval of the Administrator of Apprenticeship. The Joint Apprenticeship Committee or Committees, subsequent to approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or such Subcontractor in order to comply with California Labor Code § 1777.5. There shall be an affirmative duty upon the Joint Apprenticeship Committee or Committees, administering the apprenticeship standards of the crafts or trades in the area of the site of the Work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards.
- b. Contractors who are not already approved to train apprentices must request dispatch of required apprentices from one of the applicable Apprentices Committees whose geographic area of operation includes the site of the Project by giving the committee actual notice of at least forty-eight (48) hours (excluding Saturdays, Sundays and holidays) before the date on which one or more apprentices are required. Contractors and Subcontractors may use **DAS form 142** to make the request for apprentices. However, if a non-signatory contractor declines to abide by and comply with the terms of a local committee's standards, the Apprenticeship Committee shall not be required to dispatch apprentices to such contractor. Conversely, if in response to a written request, an Apprenticeship Committee does not dispatch any apprentice to a contractor who has agreed to employ and train apprentices in accordance with either the Apprenticeship Committee's Standards or the California Apprenticeship Counsel Regulations (Title 8, Section 230 *et seq.*) within 72 hours of such request (excluding Saturdays, Sundays and holidays) the Contractor shall not be considered in violation of Section 230.1 as a result of failure to employ apprentices for the remainder of the Project, provided the Contractor has made the request in enough time to meet the required ratio. If an Apprenticeship Committee dispatches fewer apprentices than the Contractor or Subcontractor requested, the Contractor or Subcontractor shall be considered in compliance if the Contractor employs those apprentices who are dispatched, provided that, where there is more than one Apprenticeship Committee able and willing to



unconditionally dispatch apprentices, a contractor or Subcontractor who is not a participant in an apprenticeship program has requested dispatch from at least two committees.

#### 7-2.5.4 Ratio of Apprentices to Journeymen

- a. The ratio of Work performed by apprentices to journeymen, who shall be employed in the Work, may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman, except as otherwise provided in California Labor Code § 1777.5. The ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the site of the Work and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any Work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The Contractor must employ apprentices for the number of hours computed as above before the end of the Contract or subcontract, as applicable. The Contractor must, however, endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the site of the Work. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a Joint Apprenticeship Committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification. Bars
- b. The Contractor or any Subcontractor covered by this Paragraph and California Labor Code § 1777.5, that has agreed to be covered by an Apprenticeship Program's standards, upon the issuance of the approval certificate, or that has been previously approved in such craft or trade, must employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards, but in no event less than the 1-to-5 hourly ratio. Upon proper showing by the Contractor that it employs apprentices in such craft or trade in the State of California on all of its contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in this Paragraph and California Labor Code § 1777.5.

#### 7-2.5.5 Exemption

The requirement to employ apprentices shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than Thirty Thousand Dollars (\$30,000.00) or **twenty (20) Working Days**. The term "Apprenticeable Craft or Trade," as used herein shall mean a craft or trade determined as an Apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

#### 7-2.5.6 Contributions to Trust Funds

The Contractor or any Subcontractor of any tier who performs any of the Work by employment of journeymen or apprentices in any Apprenticeable Craft or Trade shall contribute to the California Apprenticeship Council in the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor or any Subcontractor, of any tier, may take as a credit for payments to the Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply

apprentices to the Project. Contractors who do not contribute to an apprenticeship program must submit their contributions to the California Apprenticeship Council. Training Fund contributions are due and payable on the 15th day of the month for work performed during the preceding month. Training contributions to the California Apprenticeship Council shall be paid by check and shall be accompanied by a **Completed Training Fund Contribution form (CAC-2)**. Contractors who contribute to an apprenticeship program are entitled to a full credit in the amount of those contributions. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to such fund(s) as set forth in California Labor Code §227. Such contributions shall not result in an increase in the Contract Price.

#### 7-2.5.7 Contractor's Compliance

The responsibility of compliance with this Subsection of the City Special Provisions for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Subsection of the City Special Provisions are subject to the provisions of California Labor Code § 3081. In the event the Contractor willfully fails to comply with the provisions of this Paragraph and California Labor Code § 1777.5, pursuant to California Labor Code § 1777.7, the Contractor shall: (i) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of noncompliance is made by the Administrator of Apprenticeship; and (ii) forfeit, as a civil penalty, One Hundred Dollars (\$100.00) for each Calendar Day of noncompliance. Notwithstanding the provisions of California Labor Code § 1727, upon receipt of such determination, the City shall withhold such amount from the Contract Price then due or to become due. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the City pursuant to this Paragraph shall be deposited in the fund that funded the Project unless otherwise specified by the City Engineer. The interpretation and enforcement of California Labor Code §§ 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

#### 7-2.6 Employment of Minors

The Contractor shall not employ or engage any minor less than 16 years of age for the purpose of building or construction work of any kind (Title 8 CAC 11701, LC 1294). When minors between 16 and 18 years of age are employed or engaged in building or construction work, the Contractor must obtain permits to work and permits to employ minors from school authorities in the school district in which the minor resides or attends school (ED 49110 to 49113, 49131, & 49160). Any contractor that hires a minor of 16 years of age or older who is a high school graduate or who has been awarded a certificate of proficiency is exempt from the permit requirements (ED 49101).

The Contractor shall keep on file all permits to work and permits to employ, records showing the names, ages (dates of birth) and address of all minors employed, along with payroll records for at least three years (ED 49161, LC 1174, 1175, 1299). The minors' records are to be open at all times for inspection by school attendance officers, members of the Industrial Welfare Commission, and designees, probation officers, officers of the Superintendent at Public Instruction, and officers of the Division of Labor Standards Enforcement (ED 49164, 49181, LC 1174, 1299). The Contractor shall submit to the City a copy of Permits to Work and Permits to Employ or proof of graduation or certificate of proficiency before any minor is allowed to work.

Failure to comply with the provisions of the child labor laws may cause the imposition of criminal and civil sanctions.

**7-2.7 Labor Nondiscrimination**

Pursuant to Labor Code Section 1735, no discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating Labor Code Section 1735 is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code.

**7-2.7.1** During the performance of this Contract, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40) or sex. Contractors and Subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and Subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (CGC 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Title 2, Division 4, Chapter 5 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

**7-2.7.2** The Contractor shall include the nondiscrimination and compliance provisions of Subsection 7-2.5 of the City Special Provisions in all subcontracts to perform Work under the Contract.

**7-2.7.3** These provisions are applicable to all Contractors and Subcontractors having a construction Contract or subcontract of \$5,000 or more:

1. As used herein:
  - a. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;
  - b. "Minority" includes:
    - i. Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
    - ii. Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
    - iii. Asian/Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
    - iv. American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).

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2. Whenever the Contractor or any Subcontractor subcontracts a portion of the Work, it shall physically include in each subcontract of \$5,000 or more, the nondiscrimination clause in this Contract directly or through incorporation by reference.
3. The Contractor shall implement the specific nondiscrimination standards provided in paragraph 6(a) through (e) of this Subsection of the City Special Provisions.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women, shall excuse the Contractor's obligations under this Subsection of the City Special Provisions, Government Code Section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The Contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the Contractor's compliance with this Subsection of the City Special Provisions shall be based upon its effort to achieve maximum results from its actions. The Contractor must be able to demonstrate fully its efforts under steps (a) through (e) below.
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Provide written notification within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment, and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training,

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rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's Equal Employment Opportunity Policy and obligations, and discharge their responsibilities accordingly.

- e. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities, to ensure that the equal employment related activities, the employment opportunity policy, and the Contractor's obligations under these Specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations that assist in fulfilling their equal employment opportunity obligations. The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under this Subsection of the City Special Provisions provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
  8. The Contractor is required to provide equal employment opportunities for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (CGC Section 12900 et seq.) if a particular group is employed in a substantially disparate manner.
  9. Establishment and implementation of a bona fide Affirmative Action Plan pursuant to Title 2 California Code of Regulations Section 8104(b) shall create a rebuttal presumption that a contractor is in compliance with the requirements of Government Code Section 12990 and its implementing regulations.
  10. The Contractor shall not use the nondiscrimination standards to discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age over 40.
  11. The Contractor shall not enter into any subcontract with any person or firm decertified from state Contracts pursuant to Government Code Section 12990.
  12. The Contractor shall carry out such sanctions and penalties for violation of this Subsection of the City Special Provisions and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990, and its implementing regulations by the awarding agency. Any contractor who fails to carry out such sanctions and penalties shall be in violation of this Subsection of the City Special Provisions and Government Code Section 12900.

13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's equal employment opportunity policy is being carried out, to submit reports relating to the Provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractor shall not be required to maintain separate records.

## 7-5 PERMITS

Work shall not be started until the Contractor has obtained all necessary licenses and permits. The Contractor shall obtain and pay for all permits and give all notices necessary and incident to the due and lawful prosecution of the Work and to the preservation of the public health and safety. Unless otherwise indicated within these City Special Provisions, fees will not be collected on those permits issued by the City for City-owned projects; some exceptions include Temporary Use Permit, City Business Licenses, etc. It is the responsibility of the Contractor to verify required permits and responsibility of payment therefor prior to Bid submittal.

### 7-5.2 National Pollutant Discharge Elimination System

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) permit training for Urban Runoff management to the Contractor's employees and Subcontractors, if any. Each day that the Contractor fails to provide Urban Runoff management training is a violation of the current version of the Regional Water Quality Control Board Order, and a breach of the Contract with the City. The 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 the Contract. By submitting a Bid, the Contractor certifies to the City that it has trained its employees and Subcontractors, if any, for Urban Runoff management and included sufficient sums in the Bid Price to cover such costs of said training.

The Contractor is responsible for all clean up and payment of all fines levied as a result of any illegal discharge (as defined in the NPDES Permit) occurring as a result of the Contractor's Work and/or operations.

### 7-5.3 Right of Entry

The City shall provide any required rights of entry at no cost to the Contractor for Work on private property that is shown on the Plans. Such rights of entry do not relieve the Contractor of the need to provide, at its own cost, permits and insurance required of the Contractor by other agencies and organizations.

### 7-5.4 Licenses

The Contractor and Subcontractors shall obtain and incur all costs for licenses necessitated by their operations. The Contractor and all Subcontractors shall obtain and keep current a City of Moreno Valley Business License prior to commencement and throughout the duration of their Work.

## **7-8 WORK SITE MAINTENANCE**

### **7-8.1 General**

Materials spilled along or on streets, roads, any public right of way, parking areas, or private property shall be removed completely and promptly.

All clean up costs shall be included in the various related items of Work and no additional compensation will be allowed as a result of suspension of Work for failure to comply with clean up orders.

Waste Management of the Inland Empire, a division of Waste Management, Inc. (Tel: 951.280.5400) has an exclusive franchise agreement with the City of Moreno Valley for the collection, transportation, recycling, composting, and disposal of solid waste, green waste, special waste, and construction and demolition waste and for providing temporary bin/roll-off services for all commercial and residential premises within the City, pursuant to Moreno Valley Municipal Code Chapter 6.02, "Refuse Collection, Transfer and Disposal."

#### **7-8.4.2 Storage in Public Streets**

Construction materials, stockpile and equipment shall not be stored in streets, roads, parking areas or any public right of way unless otherwise specified in the City Special Provisions or approved by the Engineer. All materials or equipment not installed or used in construction shall be stored at a location approved by the Engineer. All stockpile and storage areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of work.

#### **7-8.7 Flood Hazards and Dry Weather Flow**

Special attention is directed to possible flood hazards and nuisance water such as irrigation and other runoff. The Contractor shall be responsible for all personal injuries and for all damages to any portion of the Work occasioned by the above causes and the Contractor shall make good such injuries or damages at no cost to the City prior to Final Acceptance.

#### **7-8.8 Vermin Control**

At the time of Final Acceptance, structures entirely constructed under the Contract shall be free of rodents, insects, vermin, and pests. Necessary extermination work shall be arranged and paid for by the Contractor as part of the Work within the Contract Time and Contract Price, and shall be performed by a licensed exterminator in accordance with requirements of Applicable Law. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from exterminating operations.

#### **7-8.9 Protection of the Work**

The Contractor shall protect all Work, materials, and equipment from damage from any cause whatsoever, and shall provide adequate and proper storage facilities during the progress of

the Work. The Contractor shall provide for the safety and good condition of all Work until Final Acceptance by the City, and shall replace all damaged or defective Work, materials, and equipment before requesting Final Acceptance.

The Contractor is and shall be held responsible for the protection and correction of the Work of all trades from smears, splashes, stains, or damages that might occur during the progress of the Work.

The Contractor shall remove graffiti from all Work, materials, equipment, and signs within the project. Equipment, materials, or signs containing graffiti shall not be brought to the Project. Any graffiti found on Work, materials, equipment, or signs shall be cleaned or removed from the Project within 24 hours after discovery. The cost of graffiti removal shall be borne by the Contractor as part of the Contract Price.

**7-8.10 Solid Waste Disposal and Recycling Report**

The Contractor shall complete monthly Solid Waste Disposal and Recycling Reports and submit them to the City, as outlined in the Solid Waste Disposal and Recycling Report – Instructions (see Appendix). The cost of the reports shall be borne by the Contractor as part of the Contract Price.

**7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

Damaged traffic signal loop detectors must be replaced within seventy two (72) hours.

**7-10 SAFETY**

**7-10.1 Street Closures, Detours, and Barricades**

Street closures are usually not allowed on City streets, and may be specifically prohibited as stipulated in the Contract Documents. Otherwise, the Contractor may request full street closure consideration from the Engineer. The Contractor shall submit a request for street closure to the Engineer. The Engineer may route the request through the various City departments for approval consideration. Once there is approval from all necessary departments, the matter will be brought before the City Council for approval consideration. The estimated time frame for department and City Council consideration is approximately six (6) weeks from the time the request is received. The Contractor shall notify the Police, Fire, and Public Works Departments of, or serving, the City of Moreno Valley at least 48 hours in advance of closing, or partially closing, or of reopening, any street, alley, or other public thoroughfare, and shall comply with the requirements of said departments in respect thereto. If the telephone numbers herein below are changed, the Contractor is not relieved of the responsibility of notifying said departments.

The following telephone numbers are listed to assist the Contractors in compliance with these requirements:

Fire Department.....	Emergency 911
Business .....	951.486.6784
Police Department .....	Emergency 911
Business .....	951.486.6700
Public Works Department .....	951.413.3100
Transportation Engineering .....	951.413.3140

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Maintenance & Operations .....	951.413.3160
Capital Projects.....	951.413.3130
Land Development.....	951.413.3120
Moreno Valley Utility .....	951.413.3500

In any site affected by peak hour traffic flows, no lane closure shall be allowed before 8:30 a.m. or after 4:00 p.m. unless approved in writing by the Engineer.

**7-10.2 Traffic Controls**

Traffic controls, including, but not limited to, vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures shall be in accordance with the City Special Provisions; Traffic Control Plans; California MUTCD, latest edition at the time of bid; "Work Area Traffic Control Handbook"(WATCH – latest edition at the time of bid); and Section 7-10, "Safety" and Part 6, "Temporary Traffic Control" of the latest edition of the "Greenbook," Standard Specifications for Public Works Construction, including all supplement amendments, in effect and published at the Bid Deadline. Nothing in the City Special Provisions shall be construed as relieving the Contractor from his or her responsibility to provide for the safety and convenience of traffic and the public during construction.

In the event of conflict, the order of precedence shall be as follows:

1. City Special Provisions
2. Traffic Control Plans
3. California MUTCD
4. Work Area Traffic Control Handbook (WATCH)
5. Standard Specifications

Whenever vehicles or equipment are parked on the shoulder of a roadway within six feet (6') of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment, and along the edge of the pavement at twenty-five foot (25') intervals to a point not less than twenty-five feet (25') past the last vehicle or piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. A W20-1 (Road Work) or W21-5b (Shoulder Work) sign shall be mounted on a telescoping flag tree with flags.

The Contractor shall install temporary railing (Type K-Modified) between any lane carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

1. Excavations – Any excavation the near edge of which is twelve feet (12') or less from the edge of the lane, except:
  - a. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - b. Excavations less than one foot deep.
  - c. Trenches less than one foot wide for irrigation pipe or electrical conduit or excavations less than one foot in diameter.
  - d. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
  - e. Excavations in side slopes, where the slope is less steep or equal to 4:1.
  - f. Excavations protected by existing barrier or railing.

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2. Temporarily Unprotected Permanent Obstacles – Whenever the Work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
3. Storage Areas – Whenever material or equipment is stored within twelve feet (12') of the lane and such storage is not otherwise prohibited by the Specifications.

#### **7-10.2.1 Traffic Control Plan**

The Contractor shall submit a Traffic Control Plan signed by a Traffic Engineer to the City of Moreno Valley at or prior to the pre-construction meeting for approval by the Transportation Engineering Division.

#### **7-10.3 Haul Routes**

Unless otherwise specified in the City Special Provisions, haul routes shall conform to City-established truck routes, or as approved by the Traffic Engineer.

#### **7-10.4 Safety**

##### **7-10.4.2 Safety Orders**

Federal and State laws have established occupational safety and health standards with which all employers must comply. These laws require an employer to provide a safe place of employment (i.e., one that is reasonably free from danger to life or health).

The California Division of Industrial Safety (Cal/OSHA) issues citations if, during an inspection, it observes an employee exposed to an unsafe or unsanitary condition. Citations may also be issued when employee exposure can be shown to have occurred even though not observed during an inspection. Every citation will identify the violation and the gravity of the violation (serious, general, or regulatory).

In addition to the authority to issue citations, Cal/OSHA has the authority to prohibit entry into an unsafe area and the use of unsafe equipment when an imminent hazard exists (LC 6325). A violation of this type of order is a misdemeanor.

When an actual exposure cannot be demonstrated but a condition is found to exist that would be a violation if an exposure were to occur, then Cal/OSHA may issue an "Information Memorandum." To allow an employee to be exposed to a condition identified in an Information Memorandum constitutes a willful violation of the Safety Orders.

Should a contractor receive a citation, shut-down (yellow tag), or an Information Memorandum, the Contractor shall notify the Engineer of such.

##### **7-10.4.4 Hazardous Substances**



The Contractor shall take precautions not to spill or contaminate an area with hazardous material. Materials found to be hazardous substances pursuant to the Hazardous Substances Information and Training Act (Labor Code Section 6360 et seq.), such as epoxy resins, motor oils, and petroleum derivatives, shall be disposed of properly. If any hazardous material is spilled or contaminates an area, the Contractor shall notify the Riverside County Department of Health, Environmental Health Division, and have the spill or contaminated area cleaned up at the Contractor's expense. The hazardous materials shall be disposed of in accordance with the laws governing said material at a State or United States Environmental Protection Agency approved treatment, storage or disposal facility, or recycling facility. The Contractor shall give the City a copy of the Uniform Hazardous Waste Manifest promptly after disposition of the hazardous material. This provision shall not be construed to affect or limit any other liability, duty, or responsibility of the Contractor or other person with regard to safeguarding the health and safety of employees and other persons exposed to a toxic or hazardous material.

Any Work which involves digging trenches or other excavations that extend deeper than four feet (4') below the surface where discovery of hazardous waste or other unusual conditions may have an effect on the Work, the procedures shall be as follows:

1. The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:
  - a. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - b. Subsurface or latent physical conditions at the site differing from those indicated.
  - c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
2. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a Change Order pursuant to Section 3 "Changes in Work" of the General Provisions.
3. That, in the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided by the Contract, but shall proceed with all the Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties (PCC 7104).

#### 7-10.4.6 Emergency Phone Numbers

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The Contractor shall keep a list of emergency phone numbers on the Project site. Whenever more than ten (10) employees are on the Project site at any time, said list shall be posted on a bulletin board, to be supplied and installed on the Project site by the Contractor, at his expense, in a location visible and accessible to all employees.

#### 7-10.4.7 Safety Responsibility

The Contractor shall be solely and completely responsible for the condition of the premises on which the Work is performed and for the safety of all persons and property on the site during performance of the Work. This requirement shall not be limited to normal working hours, but shall apply continuously.

The Contractor shall provide the Engineer with the Contractor's Injury and Illness Prevention Program and a site program five (5) Working Days before the pre-construction meeting. The Injury and Illness Prevention Program shall include the name and telephone number of the Project Safety Manager or Officer.

The Contractor shall correct all unsafe conditions immediately. The Engineer shall use the following guidelines when an unsafe condition is identified:

1. Imminent Hazard – a condition that if not corrected would most likely result in an accident causing severe or permanently disabling injury or death.

When an Imminent Hazard is known to exist or when the Contractor either delays in correcting or permits repeated occurrences of an Imminent Hazard, the Engineer shall immediately order the Contractor verbally and in writing to suspend the operations affected and not permit the Work to resume until the Imminent Hazard has been corrected. The Contractor shall remove all personnel not necessary to make the corrections. The local Division of Industrial Safety office will be notified of the Imminent Hazard and of the action taken.

2. Dangerous Condition (Serious Hazard) – a condition that does not present an immediate danger to workers or the public, but if not corrected, could result in a disabling injury and possible death, or could develop into an Imminent Hazard.

When a Dangerous Condition is known to exist, the Engineer shall notify the Contractor verbally and in writing of the conditions and allow a reasonable period for correcting the Dangerous Condition. The Contractor shall remove all personnel not necessary to make the corrections. If the Engineer is not certain of the remedial measures proposed or taken by the Contractor, then the City or Caltrans construction safety coordinator shall be consulted. If the Contractor does not correct the Dangerous Condition or if the condition is deteriorating into an Imminent Hazard, the Engineer shall suspend the affected operations and the local Division of Industrial Safety office will be notified.

3. Minor or Non-Serious Condition – condition that could result in minor or less serious injuries, or that are repetitive in nature or that may be classified as a threat to health.

When a Minor or Non-Serious Condition is known to exist, the Engineer shall advise the Contractor verbally and in writing of the condition and of the necessity for eliminating it. If the Contractor fails to correct the problem or permits its repeated

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occurrence on subsequent operations, the Engineer shall suspend the affected operations.

The Contractor will not be allowed any additional compensation or extension of time for operations suspended due to unsafe conditions.

The Contractor shall immediately notify the City and document any observed defects or hazardous conditions in the vicinity of the Project site prior to, during, and after Project construction.

#### **7-13 LAWS TO BE OBSERVED:**

If the Contractor observes that any portions of the Contract Documents are at variance with Applicable Law, the Contractor shall promptly notify the Engineer in writing by RFI. If the Contractor performs any Work when the Contractor knows or should have reasonably known it would be contrary to Applicable Law, the Contractor shall assume full responsibility therefor and shall bear all risks and costs (without adjustment to the Contract Price) directly or indirectly attributable to the correction of the Work. If the Contractor fails to comply with Applicable Law, the City may (without prejudice to any of its other rights and remedies) issue an order suspending all or any part of the Work. If the Contractor is prevented, in any manner, from strict compliance with the Contract Documents due, directly or indirectly, to Applicable Law, the Contractor shall immediately notify the Engineer.

#### **7-15 OWNER-OPERATOR LISTING**

The Contractor and Subcontractors shall list all owner-operators on the project and certify owner-operator status by providing at least the following information:

1. Operator name as shown on all payrolls.
2. Business address of the owner-operator.
3. The owner-operator's social security number.
4. The truck/tractor license number, California identification truck number, weight, and number of axels. If equipment is used, the Contractor must provide a complete description of the equipment, make, model number, and include the dates the equipment was operated on the project.
5. Operator labor classification.
6. Hours worked by the owner-operator as reported on a daily basis.
7. Hourly rental rate paid for the owner-operator equipment.
8. Actual payments earned.

This information must be provided by the Contractor on the California Department of Transportation "Owner-Operator Listing" and "Owner-Operator Listing Statement of Compliance" forms, available online at <http://www.dot.ca.gov/hq/construc/forms/cem2505.pdf>. Certification will be accepted only from the Contractor or Subcontractor employing the owner-operator. The City will not accept certified payrolls or an Owner-Operator Listing directly from the owner-operator unless that owner-operator is a licensed contractor and is also an approved Subcontractor or recognized lower tier sub-subcontractor. The Contractor shall submit the "Owner-Operator Listing Statement of Compliance" form weekly to the City, beginning within ten (10) Calendar Days after end of the first week worked. If there is a temporary break in the Work, then the Contractor shall submit an Owner-Operator Listing marked "no Work performed." When the owner-operator is no longer needed, then the word "final" shall be placed above the name of the owner-operator.

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The information shown on the Owner-Operator Listing will be used to determine the hourly wage rate due by deducting the prevailing equipment rental rate as set forth in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" from the gross hourly rate shown on the owner-operator listing (without mark-up). The determined hourly wage will be compared to the prevailing wage rate, plus fringe benefits, for the applicable craft or classification determine compliance.

The following factors are considered when determining whether an owner-operator is an independent contractor or an employee of the Contractor:

1. If review of payroll records show that deductions for social security taxes or State unemployment insurance taxes are withheld for the owner-operator, it is an indication that the operator is an employee rather than an independent contractor.
2. An employee interview of the owner-operator indicates that the owner-operator is in fact an employee.
3. Truck owner-operators should be the registered owner of the vehicle. The name of the driver should match the name of the registered owner on the Department of Motor Vehicle's registration.
4. If the legal owner is a firm or corporation, and the firm or corporation name is shown on the vehicle registration slip, the driver shall furnish evidence that they are leasing or purchasing the vehicle. If the owner-operator is unable to substantiate purchase or lease of the equipment, the City will disallow use of the owner-operator classification for this truck. Insurance for the vehicle shall be carried in the driver's name. The California identification (CA) number issued by the California Highway Patrol (CHP) shall be in the driver's name.
5. If the equipment owner-operator owns, is leasing, or financing the equipment other than a truck, then the operator shall furnish such evidence. If the owner-operator is unable to substantiate that they own, are purchasing, or leasing the equipment, the Engineer will disallow use of the owner-operator classification for the equipment. The Contractor must establish proof of ownership in cases where there is doubt as to the validity of the owner-operator designation.

## **7-16 EMPLOYEE INTERVIEW**

The Contractor and Subcontractors shall make available all employees and owner operators for labor compliance interviews during work hours. Labor compliance interviews will be conducted by the Engineer or the California Department of Industrial Relations. The interview shall be conducted on the Work site at a place and for a duration that will permit privacy for the employee and cause the least amount of disruption to the ongoing Work. The Contractor's Representative shall not be present during the interview.

## **7-18 RIGHTS IN LAND AND IMPROVEMENTS**

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Nothing in the Specifications shall be construed to allow the Contractor to make any arrangement with any person to permit occupancy or use of any land, structure, or building within the Project site for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the City and any owner, former owner, or tenant of the land, structure, or building.

The street right-of-way shall be used only for purposes that are necessary to perform the Work. The Contractor shall not occupy the right-of-way, or allow others to occupy the right-of-way, for purposes that are not necessary to perform the Work.

The Contractor shall secure at its own expense any area required for plant sites, storage of equipment or materials, or for other purposes if sufficient area is not available to the Contractor within the Contract limits, or at the sites designated on the plans outside the Contract limits.

For the aforementioned uses on private or public property (outside the public right-of-way), the Contractor shall apply for a temporary use permit (TUP) from the City's Planning Division. The Contractor shall not have use of the area until the TUP has been issued. Fees for the TUP will be the responsibility of the Contractor.

The City shall provide any required rights of entry at no cost to the Contractor for Work on private property that is shown on the Plans. Such rights of entry do not relieve the Contractor of the need to provide, at its own cost, permits and insurance required of the Contractor by other agencies and organizations.

**END OF SECTION 7**

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

## **SECTION 8 – MEASUREMENT AND PAYMENT**

### **9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE OF WORK**

#### **9-1.1 General**

All items of Work which are not designated on the Bid Schedule by the letters "F" or "LS" or words "Final" or "Lump Sum" shall have final pay quantities measured and paid for in accordance with the Standard Specifications and City Special Provisions.

### **9-2 LUMP SUM WORK**

Items of Work which are designated by the letters "LS" or the words "Lump Sum" in the Estimated Quantities column of the Bid Schedule shall be paid for at the price indicated in the Bid, unless the dimensions of said Work, as shown on the Plans, are revised by the Engineer. If such dimensions are revised and such revisions result in an increase or decrease in the quantity of such Work, the final payment for said lump sum item will be revised in proportion to the change in dimensions authorized by Change Order.

The Contractor shall submit a Work item breakdown of the Bid, described in the second paragraph of Subsection 9-2, "Lump Sum Work," of the Standard Specifications, within 15 Calendar Days after award of Contract and/or at any other time as required by the Engineer.

No guarantee is made regarding the amount of Work required to complete a lump sum item of Work.

#### **9-2.1 Progress Payments for Lump Sum Items of Work**

The word "Complete" in the Estimated Quantities column of the Bid Schedule for a lump sum item of Work shall mean that payment for that item will only be made after all Work for that item has been completed. The "%" symbol in the Estimated Quantities column of the Bid Schedule for a lump sum item of Work shall mean that progress payments for that item will be allowed based on the percentage of completion as determined by the Engineer in each pay period, typically every 30 days (see Subsection 9-3.2 of the Standard Specifications and the City Special Provisions).

### **9-3 PAYMENT**

#### **9-3.1 General**

For unit items of Work, the estimated quantities listed on the Bid Schedule will not govern the final payment.

Warranty periods shall be in accordance with Subsection 6-8, "Warranty of Work and Materials," of the City Special Provisions.

In the event that a stop payment notice is filed with the City, an amount equal to 125% of the total of the amount claimed in the stop payment notice will be withheld by the City until the stop payment notice has been released. Alternatively, the Contractor may file with the City a bond, on a form approved by the City, executed by one or more corporate California Admitted surety insurers, in



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an amount equal to one hundred and twenty-five percent (125%) of the claim stated in the stop payment notice conditioned for the payment of any sum which the stop payment notice claimant may recover on the claim together with its costs of suit in the action. Upon the City's acceptance of such bond, the City shall not withhold money from the Contractor on account of the stop payment notice. The surety(ies) upon the stop payment notice release bond shall be different than, and jointly and severally liable to the stop payment notice claimant with, the Payment Bond surety(ies). A stop payment notice is not effective unless given before the expiration of whichever of the following time periods is applicable: (1) If a notice of completion, acceptance, or cessation is recorded, 30 days after the recordation; (2) If a notice of completion, acceptance, or cessation is not recorded, 90 days after cessation or completion.

Not later than sixty (60) days from the date of Final Acceptance, the five percent (5%) deducted and retained from each progress estimate (see Subsection 9-3.2 of the Standard Specifications and the City Special Provisions) by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

The Contractor understands that Final Acceptance does not generally occur for one to two (1-2) weeks after Final Completion. Final Completion is the stage of performance of the Work when:

1. All Work required by the Contract Documents has been fully completed in compliance with the Contract Documents and all Applicable Laws including, but not limited to, correction or completion of all punch list items; and
2. The Contractor has delivered to the City all closeout documentation required by the Contract Documents, including, but not limited to:
  - a. Duly completed and executed forms of Conditional Waiver and Release Upon Final Payment and Declaration to Procure Final Payment from the Contractor, Subcontractors of any tier, suppliers, and other persons eligible to file stop notices in connection with the Work, covering the final payment period;
  - b. Duly completed and executed forms of Unconditional Waiver and Release Upon Final Payment and Declaration to Procure Final Payment from the Contractor, Subcontractors of any tier, suppliers, and other persons eligible to file stop notices in connection with the Work, covering the previous payment period;
  - c. Record Drawings / As-Built Drawings;
  - d. Consent of surety(ies) to final payment;
  - e. Special warranties, if applicable;
  - f. Operation and maintenance manuals and/or training manuals, if applicable; and
  - g. Any other documentation required by the Specifications.

### 9-3.1.1 Final Pay Quantities



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When the estimated quantities for a specific portion of the Work are designated on the Bid Schedule as final pay quantities with the letter "F" or the word "Final," said estimated quantities shall be the actual quantities for which payment for such specific portion of the Work will be made, unless the dimensions of said portions of the Work shown on the Plans are revised by the Engineer. If such dimensions are revised and such revisions result in an increase or decrease in the quantities of such Work, the final quantities for payment will be revised in the amount represented by the changes in the dimensions authorized by Change Order.

The estimated quantities designated on the Bid Schedule with the letter "F" or the word "Final," are approximations only, and no guarantee is made that the quantities which can be determined by computations based on the details and dimensions shown on the Plans will equal the estimated quantities. No adjustment in the Contract Price will be made in the event that quantities based on subsequent computations or measurements do not equal the estimated final pay quantities.

### 9-3.2 Partial and Final Payment

Except as otherwise provided in Subsection 9-2.1 "Progress Payments for Lump Sum Items of Work," of the City Special Provisions, the Contractor will be entitled to no more than one progress payment per month. Thirty (30) Calendar Days prior and as a condition to each progress payment, the Contractor shall submit to the Engineer a detailed estimate and invoice of the total quantity and value of Work completed since the cut-off date for the previous progress payment. The Engineer shall make the final determination as to the actual quantity and value of Work completed for which payment will be made. From each progress payment, **five percent (5%)** will be deducted and retained by the Owner until Final Payment is made in accordance with Subsection 9-3.1 of the Standard Specifications and the City Special Provisions; the remainder, less the amounts needed to satisfy outstanding stop notices, will be paid to the Contractor.

No progress payment to the Contractor or its sureties will constitute a waiver of the liquidated damages specified in the Agreement. Liquidated damages, if any, will be deducted from earned progress payments due the Contractor.

This Contract is subject to the following provisions of California Public Contract Code Section 20104.50 which provides as follows:

- a. (1) It is the intent of the Legislature in enacting Subsection 9-3.2 of the Standard Specifications and the City Special Provisions to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.
  - (2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all governmental officials, including those in local government, must set a standard of prompt payment that any business in the private sector that may contract for services should look toward for guidance.
- b. Any local agency which fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from the

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Contractor or construction Contract shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of § 685.010 of the Code of Civil Procedure.

- c. Upon receipt of a payment request, each local agency shall act in accordance with both of the following:
- (1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt of the purpose of determining that the payment request is a proper payment request;
  - (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this Subsection of the Standard Specifications and the City Special Provisions shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.
- d. The number of days available to a local agency to make a payment without incurring interest pursuant to this Subsection of the Standard Specifications and the City Special Provisions shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c), above.
- e. For purposes of this Article:
- (1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.
  - (2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the Contract as retention earnings.
  - (3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and the Financial Officer of the local agency does not delay the payment due to an audit inquiry.
- f. Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any Contract subject to this article.

At the request and sole expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as escrow agent, who shall pay such monies to the Contractor after satisfactory completion of the Contract. Securities eligible for investment under this Subsection of the Standard Specifications and the City Special Provisions 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 and interest thereon. Alternatively, the Contractor may request that the City, at the expense of the Contractor, make payment of retention earned directly to the escrow agent. Notwithstanding the foregoing, such contractor shall have thirty (30) Calendar Days following award of the Contract to submit a written request to the City to permit the substitution of securities for retention or payment to an escrow agent; failure to do so shall be deemed a waiver of the right. If the Contractor requests such substitution or payment to escrow, the

City, the Contractor, and escrow agent shall execute a separate agreement regarding such substitution or payment to escrow.

See Subsection 9-3.1 of the Standard Specifications and the City Special Provisions regarding timing of Final Payment.

**9-3.3 Delivered Materials**

Unless included in the Bid Schedule, or unless otherwise called for in these City Special Provisions, no payment will be made for materials or equipment delivered but not incorporated in the Work.

**9-4 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

The Contractor’s attention is directed to Business and Professions Code Sections 7108.5 and 7108.6 concerning prompt payment to Subcontractors and transportation charges submitted by dump truck drivers. The Contractor shall pay all Subcontractors for and on account of Work performed by such Subcontractors within seven (7) Calendar Days after receipt of progress payment from the City and within seven (7) Calendar Days after receipt of retention from the City. The Contractor shall pay all transportation charges submitted by a duly authorized motor carrier of property in dump truck equipment by the 20th day following the last day of the calendar month in which the transportation was performed, if the charges, including all necessary documentation, are submitted by the fifth day following the last day of the calendar month in which the transportation was performed.

If there is a good faith dispute over all or any portion of the amount due on a progress payment from the Contractor to a Subcontractor or dump truck driver, the Contractor may withhold no more than one hundred and fifty percent (150%) of the disputed amount.

**9-5 RETENTION WITHHELD FROM SUBCONTRACTORS**

**9-5.1** This Contract is subject to the following provisions of Public Contract Code Section 7200, which provides as follows:

- A. Subsection 9-5 of the City Special Provisions shall apply with respect to all Contracts entered into on or after January 1, 1999, between a public entity and an original contractor, between an original contractor and a Subcontractor, and between all Subcontractors thereunder, relating to the construction of any public Work of improvement.
- B. For purposes of Subsection 9-5 of the City Special Provisions, “public entity” means the state, including every state agency, office, department, division, bureau, board, or commission, a city, county, city and county, including chartered cities and chartered counties, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- C. In a Contract between the original contractor and a Subcontractor, and in a Contract between a Subcontractor and any Subcontractor thereunder, the percentage of the retention proceeds withheld may not exceed the percentage specified in the Contract between the public entity and the original contractor.

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

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- D. When a performance and payment bond is required in the solicitation for bids, item (C) above shall not apply to either of the following:
1. The original contractor, if the Subcontractor fails or refuses to provide a performance and payment bond issued by an admitted surety insurer, to the original contractor.
  2. The Subcontractor, if a Subcontractor thereunder fails or refuses to provide a performance and payment bond issued by an admitted surety insurer, to the Subcontractor.
- E. No party identified in item (C) above shall require any other party to waive any provision of Subsection 9-5 of the City Special Provisions.
- F. In the event that the Contractor elects to substitute securities in lieu of retentions, the Contractor may withhold from its Subcontractors, who have not elected to substitute securities in lieu of retentions, the amount of retentions that would have otherwise been withheld.

**END OF SECTION 9**

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**CITY SPECIAL PROVISIONS**

PROJECT NO. XXX XXXX

Pigeon Pass Interchange Adopt-a-Highway Program  
Freeway On/Off Ramp Weed and Litter Abatement

**PART 2**

**TECHNICAL PROVISIONS**

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

## SECTION 1 – RESPONSIBILITIES OF THE CONTRACTOR

### 2-1.1 Debris and Litter Removal

In the event that the DOT requires maintenance to begin, the 1 Year term will begin the month cleaning is required by the DOT.

Debris/litter removal shall occur one (1) time per month, 12 times per year for all quadrants identified in this contract.

Caltrans has established a mandatory minimum level of service to be performed by the Contractor on each quadrant for which it has a permit. Service levels may be adjusted at any time by Caltrans.

Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/ windblown plant litter, automobile tires, or metallic items.

Maintenance services will be performed on the right sides of the roadway. Field crews provided by the Contractor will pick up all litter on the paved surface and right-of-way except in areas where slopes or hillsides are too steep to safely work on. This also includes the removal and cleaning of litter from inlet/outlet grates along the roadway shoulder.

The Contractor shall dispose of all debris and litter, as described in paragraph 2 above, off-site and in a legal manner.

Failure to adhere to the specifications of this section of the Technical Provisions may result in, upon written notice to the Contractor, termination of this agreement.

### 2-1.2 Debris and Litter Disposal

The City will require reporting of the number of bags picked up as the number of 30-gallon bags. All bags and debris must be removed from the road's and/or highway's right of way on the day it is picked up and bagged.

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, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as; televisions, computers and computer monitors; firearms, ammunition or other appliances. 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.

### 2-1.3 Reporting Procedures

A monthly report encompassing the work schedule and progress will be electronically transmitted via e-mail by the Contractor to the City's Program Manager in a format mutually agreed upon by the Contractor and the City.



Progress Reports/Bag Counts. Excel spreadsheets are acceptable forms for submitting this information.

### **7-1.3 Recycling**

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 generated within its jurisdiction.

For the purposes of this agreement, materials defined as "solid waste" shall include all recyclable material (i.e., bottles, cans, paper, etc.) removed from agreement sites by the Contractor, or any subcontractors thereunder, in the performance of agreement's Scope of Work.

Contractor, or any subcontractor thereunder, shall deposit all recyclable material generated in the course of the performing the agreement's Scope of Work services at a Moreno Valley recycling center. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

The Contractor shall submit a Quarterly Diversion Report, (Exhibit G), per The Frequency of Services Table, (Exhibit E, Schedule II), as an element of Contractor's Reporting requirements, as set forth herein Exhibit A. The Contractor shall provide responses to all information requested therein and shall include, on a separate Quarterly Diversion Report form, any recyclable material diverted through the operations of any subcontractors performing under Contractor's Scope of Work.

Failure to adhere to the Technical Provisions of this section may result in, upon written notice to the Contractor, termination of this agreement. 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 this Agreement.

### **7-1.3 Vegetation Control Plan**

### **7-1.4 Governing Laws and Attorney Fees**

This agreement shall be governed by the laws of the State in which the section of highway is located. If either party is found to be in default of this agreement, and judgment is issued against said party for its default, then said party in default agrees to pay reasonable attorney's fees and costs incurred by the non-defaulting party in enforcing this agreement.

In the event the DOT changes the required maintenance or the scope of work on the permit, AAH-LRSA reserves the right to terminate its obligation to provide the services required under this agreement, provided any funds collected from the sponsor in excess of those earned by AAH-LRSA shall be immediately refunded.



## SECTION 2 – RESPONSIBILITIES OF THE CITY

### 2-2 General

The City's primary role is to ensure that the services to be provided by the Contractor are safely performed in accordance with the terms and conditions of this Agreement and in compliance with all federal, state and municipal guidelines, laws and regulations.

The City also ensures that only qualified Contractors are permitted to work on City of Moreno Valley roadways and that the Contractor meets and maintains the level of service established in this Agreement.

### 2-3 Segment Identification

The City shall identify which areas along the limited access roads and highways of the City are available for sponsorship and divide those identified areas into numbered segments (the "segments").

The City shall provide the Contractor with street names locations to be included. Together, the Contractor and the City will create a number system used to identify segments.  
Segment Sponsorship

### 2-4 Signage

For highways under the SAR Program, SAR Program Signs shall be 16 feet from edge of adjacent travel lanes or farther if possible. SAR Program signs should be 16 inches from the curb. SAR Program Signs shall not be installed within or near driver decision making areas (e.g., exit or entrance ramps, merge or weave areas). SAR Program Signs shall meet all State and Federal criteria for retro reflectivity. If excavation is required for any type of back panel or sign installation, the City must call Dig Alert and any other agency that must be notified based on the location of the excavation and/or dig.

In the event the City has established a construction work zone, (defined as a work zone that does not use Temporary Traffic Control Devices), and there are sponsored segments within that zone, the City will determine if a SAR Program Sign can remain. Should a SAR Program Sign interfere with or impede construction work, the City will send notice to the Contractor notifying of its removal within 10 days.

**GOVERNMENTAL APPROVALS**

PROJECT NO. XXX XXXX

SR 60 Pigeon Pass Interchange Adopt-a-Highway Program  
Freeway On/Off Ramp Litter Removal and Vegetation Control

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

# SECTION 1 – CALTRANS ADOPT-A-HIGHWAY PROGRAM APPLICATIONS

## 1.2 CALTRANS ADOPT-A-HIGHWAY PROGRAM APPLICATION

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
ADOPT-A-HIGHWAY PROGRAM APPLICATION  
MTCR 018 (REV 07/2009)

FOR CALTRANS USE		
DATE RECEIVED	INITIALS	DATE COMPLETED
8/7/18	JAW	



Program applications are subject to review and approval. If a requested location is already adopted, your group will be placed on a waiting list. If a requested location is available for adoption, you will be sent an Adopt-A-Highway Encroachment Permit Application to sign and return.

The Adopt-A-Highway Program and its courtesy signs are not a forum for advertisement or public discourse. Applicants are not guaranteed a sign. Signs will display the name of the individual, organization, agency, or business providing the adoption service. Subject to approval, organizations and businesses may display their logo along with their name, or they may display their logo by itself.

**ADoption TYPE(S)**

LRF: Litter Removal       VC: Vegetation Control       WC: Wildflower Planting\*       Other \_\_\_\_\_

GR: Graffiti Removal       TP: Tree and shrub Planting       SWP: "Spot" Wildflower Planting\*\*

\*Once a requested location becomes available, you will be required to submit work plans and a work schedule for review and approval.      \*\*Spot wildflower plantings do not receive a sign.

**ADoption SITE(S) REQUESTED:** If you do not know a site's post mile range, please call 1-800-236-7634 for assistance or leave the field empty and your District Adopt-A-Highway Coordinator will call you.

TYPE	COUNTY	ROUTE	POST MILE RANGE - LOCATION TYPE	DIRECTION(S)
VC	Riverside	60	VC 60 RIV 14.106 - 14.106 Intg/Ramps	<input type="checkbox"/> North or East Bound <input checked="" type="checkbox"/> South or West Bound
VC	Riverside	60	VC 60 RIV 14.636 - 14.324 Intg/Ramps	<input checked="" type="checkbox"/> North or East Bound <input type="checkbox"/> South or West Bound
VC	Riverside	60	VC 60 RIV 14.324 - 14.531 Intg/Ramps	<input checked="" type="checkbox"/> North or East Bound <input type="checkbox"/> South or West Bound
VC	Riverside	60	VC 60 RIV 14.524 - 14.625 Intg/Ramps	<input type="checkbox"/> North or East Bound <input checked="" type="checkbox"/> South or West Bound
VC	Riverside	60	VC 60 RIV 14.324 - 14.325	<input type="checkbox"/> North or East Bound <input checked="" type="checkbox"/> South or West Bound

**APPLICANT INFORMATION:** Businesses must submit a copy of their business license or other proof of business name.

INDIVIDUAL, ORGANIZATION, AGENCY, OR BUSINESS NAME: City of Moreno Valley (CHECK ONE: BE PARTICIPATED BY (Maximum age for participants is 18 years))

Volunteers:  Adult     18+     18+     Hired Contractor

ADDRESS: 14177 Frederick St. CITY: Moreno Valley STATE: CA ZIP CODE: 92551 0000

NAME OF PRIMARY CONTACT (Must be at least 21 years old): Michael L. Wolfe, P.E. TITLE: Public Works Director/City Engineer EMAIL: michaelw@moval.org

PHONE NO.: (951) 413-3160 ALT. PHONE NO.: (951) 413-3160 FAX: (951) 413-3165 ALTERNATE CONTACT (Maximum age for participants must be at least 21 years old): Robert Leman ALT. CONTACT'S PHONE NO.: (951) 413-3160

SIGNATURE OF APPLICANT'S PRIMARY CONTACT: [Signature] DATE: 8/2/18

**CONTRACTOR INFORMATION:** Complete only if application is submitted by contractor on behalf of a sponsor group.

CONTRACTOR'S BUSINESS NAME: Litter Removal Services of America CONTRACTOR REPRESENTATIVE: Monica Seymour/Michele Waldron  Recognition Panel Installation and Removal Requested

SIGNATURE OF CONTRACTOR'S REPRESENTATIVE: [Signature] DATE: 8/3/18

**APPLICANT'S ELIGIBILITY APPROVAL - FOR CALTRANS USE:**

Approved     Denied    SIGNATURE OF DISTRICT DEPUTY DIRECTOR OF MAINTENANCE: [Signature] DATE: 8.7.18

**PERSONAL INFORMATION NOTICE**

Published in the Federal Privacy Act (PL 93-502) and the Information Privacy Act of 1977 (Civil Code Sections 179C, 41 002.1), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary submission is to facilitate the processing of this form. The failure to furnish it in the PA or 1877. Enclosures for the right upon receipt and proper identification, to impact all personal information in any records maintained on the individual by an identifying number. Direct any inquiries on this form to your POC/Owner.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 634-6410 or TDD (916) 656-3250 or write Records and Forms Management, 1120 N Street, MS-29, Sacramento, CA 95814

END OF SECTION 1

SPECIAL PROVISIONS  
PART 1 – GENERAL PROVISIONS  
00701-2

Attachment: AAH - LSRA Draft Agreement (3269) : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT

# SECTION 2 – CALTRANS ADOPT-A-HIGHWAY PERMIT APPLICATIONS

## 2.2 CALTRANS ADOPT-A-HIGHWAY PERMIT APPLICATIONS

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION <b>ADOPT-A-HIGHWAY PERMIT APPLICATION</b> TR-0100 (REV. 052009)	PERMIT NO.  DISTRICT/CPMA 8 - RV - 82 - 14.375 / 14.324
PERSONAL INFORMATION NOTICE: Pursuant to the Federal Privacy Act (P.L. 93-502) and the Information Practices Act of 1977 (Civil Code Sections 179B, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made to third parties under Article 6, Section 179E.24 of the IPA of 1977. Each individual has the right upon request and proper identification to inspect all personal information in any record maintained on the individual by an identifying particular.	FOR CALTRANS USE (Date Received)
ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 662-2657 or TDD (916) 664-2680 or write to Records and Forms Management, 1120 N Street, MS-09 Sacramento, CA 95814	

PERMISSION IS REQUESTED TO ENCROACH ON THE STATE HIGHWAY RIGHT OF WAY AS FOLLOWS:  
Please call 1-866-ADOPTAHWY for assistance in completing this form.

APPLICATION TYPE (Check One)

New Adoption       Adoption Renewal       Waiting List Placement

ADOPTION TYPE

Litter Removal       Seedling Tree and Shrub Planting \*  
 Graffiti Removal       Wildflower Planting and Vegetation Control \*  
 Vegetation Control \*       \*Spot\* Wildflower Planting \* (\*Spot\* indicates participants receiving signs)  
 Recognition Panel Replacement (Contractors only. Panels must be approved by the Department.)  
 Other, describe: \_\_\_\_\_

NOTE: Applications for new adoptions and adoption renewals will not be processed until required support documents have been received. \*Plans and schedules are required. If herbicides will be used, a Pest Control Recommendation is required and the applicant must submit proof of appropriate licensing or certification by the Department of Pesticide Regulation.

<b>ADOPTION SITE LOCATION</b>			
COUNTY Riverside	ROUTE 60	POSTMILE RANGE 14.375 - 14.324	DIRECTION OF TRAVEL <input type="checkbox"/> North Bound <input type="checkbox"/> South Bound <input type="checkbox"/> East Bound <input checked="" type="checkbox"/> West Bound
BEGINNING POINT MILE DESCRIPTION (if endmark, cross street, etc.) WB on from nb Pigeon pass / beginning of on ramp		END POSTMILE DESCRIPTION (if endmark, cross street, etc.) end of on ramp	
<b>APPLICANT INFORMATION</b> ORGANIZATION/BUSINESS/COMPANY City of Moreno Valley		<b>DOUBLE PERMIT</b> <input type="checkbox"/> Check if applicant is a contractor.	
PRIMARY CONTACT (individual name preferred. Caltrans assumes liability to the primary contact in the group's safety to work.) Michael Wolfe		TITLE Public Works Director	
ADDRESS 14177 Frederick St.			
CITY Moreno Valley		STATE CA	ZIP CODE 92551-0000
PHONE NUMBER 951 413-3160	ALTERNATE PHONE NUMBER 951 413-3150	FAX	E-MAIL michaew@moval.org
ALTERNATE CONTACT (Required) Robert Lemon		<input type="checkbox"/> Check if alternate contact is the group's safety leader.	ALTERNATE CONTACT'S PHONE NUMBER 951 413-3160
WORK WILL BE PERFORMED BY <input type="checkbox"/> Volunteers over the age of 16 <input type="checkbox"/> Volunteers over the age of 18 <input checked="" type="checkbox"/> Hired Contractor (name) Litter Removal Services of America			

**AUTHORIZED SIGNATURE** The undersigned agrees that work will be done in accordance with California rules and regulations and subject to inspection and approval. The Adopt-A-Highway Program and its courtesy signs are not a forum for advertisement or public discourse.

SIGNATURE OF PRIMARY CONTACT: Michael Wolfe      DATE: 9/4/18

TR-0100 (REV. 052009)      \*Vegetation control frequency is 4 times per year. Litter removal during vegetation control activity is required. CC: 724      1 certified Contractors, 551-866-3872

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**ADOPT-A-HIGHWAY PERMIT APPLICATION**  
 TR-0103 (REV. 09/2009)

PERMIT NO. \_\_\_\_\_  
 DIST/CORTE/FM  
 8 - RIV - 60 - 14,324 / 14,106

**PERSONAL INFORMATION NOTICE:** Pursuant to the Federal Privacy Act (P.L. 93-578) and the Information Practices Act of 1977 (Civil Code Sections 179B, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 8, Section 1799.24 of the IPA of 1977. Each individual has the right upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular.

**FOR CALTRANS USE (Date Received)**

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**PERMISSION IS REQUESTED TO ENCROACH ON THE STATE HIGHWAY RIGHT OF WAY AS FOLLOWS:**  
*Please call 1-866-ADOPTAHWY for assistance in completing this form.*

**APPLICATION TYPE (Check One)**

- New Adoption       Adoption Renewal       Waiting List Placement

**ADOPTION TYPE**

- Litter Removal       Seeding Tree and Shrub Planting \*  
 Graffiti Removal       Wildflower Planting and Vegetation Control \*  
 Vegetation Control \*       "Spot" Wildflower Planting \* (\*Spot" adoption participants receive no sign)  
 Recognition Panel Replacement. (Contractors only. Panels must be approved by the Department.)  
 Other, describe: \_\_\_\_\_

*NOTE: Applications for new adoptions and adoption renewals will not be processed until required support documents have been received. Plans and schedules are required. If herbicides will be used, a Pest Control Recommendation is required and the applicant must submit proof of appropriate licensing or certification by the Department of Pesticide Regulation.*

**ADOPTION SITE LOCATION**

COUNTY Riverside	ROUTE 60	POST MILE RANGE 14,324 - 14,106	DIRECTION(S) <input type="checkbox"/> North Bound <input type="checkbox"/> South Bound <input type="checkbox"/> East Bound <input checked="" type="checkbox"/> West Bound
BEGINNING POST MILE DESCRIPTION (Landmark, cross street, etc.) From beginning of on ramp		END POST MILE DESCRIPTION (Landmark, cross street, etc.) to end of on ramp	

<b>APPLICANT INFORMATION</b> ORGANIZATION/BUSINESS NAME City of Moreno Valley	<b>DOUBLE PERMIT</b> <input type="checkbox"/> Check if applicant is a contractor.
PRIMARY CONTACT (unless otherwise notified, Caltrans assumes that the primary contact is the group's safety leader) Michael Wolfe	TITLE Public Works Director

ADDRESS  
14177 Frederick St.  
CITY  
Moreno Valley

STATE CA	ZIP CODE 92551-0000
-------------	------------------------

PHONE NUMBER 951 413-3160	ALTERNATE PHONE NUMBER 951 413-3150	FAX	EMAIL michaelw@moval.org
ALTERNATE CONTACT (required) Robert Lemon		<input type="checkbox"/> Check if alternate contact is the group's safety leader.	ALTERNATE CONTACT'S PHONE NUMBER 951 413-3160

WORK WILL BE PERFORMED BY

Volunteers over the age of 16     Volunteers over the age of 16     Hired Contractor (name) Litter Removal Services of America

**AUTHORIZED SIGNATURE** *The undersigned agrees that work will be done in accordance with Caltrans rules and regulations and subject to inspection and approval. The Adopt-A-Highway Program and its courtesy signs are not a forum for advertisement or public discourse.*

SIGNATURE OF PRIMARY CONTACT Michael Wolfe      DATE 9/4/18

FM 89-1169M      Vegetation control frequency is 4 times per year. Litter removal during vegetation control activity is required. CC: 724      Fresno Contract, 951-556-3872

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**ADOPT-A-HIGHWAY PERMIT APPLICATION**  
 TR-0103 (REV. 09/2009)

PERMIT NO.
DISTRICT/ROUTE/PM 8 - RIV - 80 - 14,324/14,531

**PERSONAL INFORMATION NOTICE:** Pursuant to the Federal Privacy Act (P.L. 93-570) and the Information Practices Act of 1977 (Civil Code Sections 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification to inspect all personal information in any record maintained on the individual by an identifying particular.

**ADA NOTICE:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 653-3857 or TDD (916) 654-3820 or write to Records and Forms Management, 1120 N Street, MS-59, Sacramento, CA 95814.

**FOR CALTRANS USE (Date Received)**

**PERMISSION IS REQUESTED TO ENCROACH ON THE STATE HIGHWAY RIGHT OF WAY AS FOLLOWS:**  
 Please call 1-866-ADOPTAHWY for assistance in completing this form.

**APPLICATION TYPE (Check One)**

New Adoption       Adoption Renewal       Waiting List Placement

**ADOPTION TYPE**

Litter Removal       Seedling Tree and Shrub Planting \*  
 Graffiti Removal       Wildflower Planting and Vegetation Control \*  
 Vegetation Control \*       "Spot" Wildflower Planting \* (\*Spot adoption permits receive no egrs)  
 Recognition Panel Replacement. (Contractors only. Panels must be approved by the Department.)  
 Other, describe: \_\_\_\_\_

NOTE: Applications for new adoptions and adoption renewals will not be processed until required support documents have been received.  
 \* Plans and schedules are required. If herbicides will be used, a Pest Control Recommendation is required and the applicant must submit proof of appropriate licensing or certification by the Department of Pesticide Regulation.

**ADOPTION SITE LOCATION**

COUNTY Riverside	ROUTE 60	POSTMILE RANGE 14,324 - 14,531	DIRECTION(S) <input type="checkbox"/> North Bound <input type="checkbox"/> South Bound <input checked="" type="checkbox"/> East Bound <input type="checkbox"/> West Bound
BEGINNING POST MILE DESCRIPTION (landmark, cross street, etc.) beginning of off ramp		END POST MILE DESCRIPTION (landmark, cross street, etc.) to end ramp	

**APPLICANT INFORMATION**

ORGANIZATION/BUSINESS NAME City of Moreno Valley	DOUBLE PERMIT <input type="checkbox"/> Check if applicant is a contractor.
PRIMARY CONTACT (Business address preferred. Caltrans assumes that the primary contact is the group's safety leader) Michael Wolfe	TITLE Public Works Director
ADDRESS 14177 Frederick St.	

CITY Moreno Valley	STATE CA	ZIP CODE 92551-0000
PHONE NUMBER 951 413-3160	ALTERNATE PHONE NUMBER 951 413-3150	EMAIL michaelw@moval.org
ALTERNATE CONTACT (Required) Robert Lemon	<input type="checkbox"/> Check if alternate contact is the group's safety leader.	ALTERNATE CONTACT'S PHONE NUMBER 951 413-3160

WORK WILL BE PERFORMED BY

Volunteers over the age of 16     Volunteers over the age of 18     Hired Contractor (name) Litter Removal Services of America

**AUTHORIZED SIGNATURE** The undersigned agrees that work will be done in accordance with Caltrans rules and regulations and subject to inspection and approval. The Adopt-A-Highway Program and its courtesy signs are not a forum for advertisement or public discourse.

SIGNATURE OF PRIMARY CONTACT: Michael Wolfe      DATE: 9/4/18

RM 08 1132 M Vegetation control frequency is 4 times per year. Litter removal during vegetation control activity is required. CD 724 Fernando Contreras, 951-686-3872

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**ADOPT-A-HIGHWAY PERMIT APPLICATION**  
 TR-6183 (REV. 09/2009)

PERMIT NO.
DIST/CORTE/PM 8 - RIV - 60 - 14.036 / 14.324

**PERSONAL INFORMATION NOTICE:** Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code Sections 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the PIA of 1977. Each individual has the right upon request and proper identification to inspect all personal information in any record maintained on the individual by an identifying particular.

FOR CALTRANS USE (Date Received)

**ADA NOTICE:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 663-3957 or TDD (916) 664-3880 or write to Records and Forms Management, 1120 N Street, MS-80, Sacramento, CA 95814.

**PERMISSION IS REQUESTED TO ENCROACH ON THE STATE HIGHWAY RIGHT OF WAY AS FOLLOWS:**  
*Please call 1-866-ADOPTAHWY for assistance in completing this form.*

**APPLICATION TYPE (Check One)**

- New Adoption       Adoption Renewal       Waiting List Placement

**ADOPTION TYPE**

- Litter Removal       Seeding Tree and Shrub Planting <sup>1</sup>  
 Graffiti Removal       Wildflower Planting and Vegetation Control <sup>2</sup>  
 Vegetation Control <sup>3</sup>       "Spot" Wildflower Planting <sup>1</sup> ("Spot" adoption participants receive no sign)  
 Recognition Panel Replacement. (Contractors only. Panels must be approved by the Department.)  
 Other, describe: \_\_\_\_\_

NOTE: Applications for new adoptions and adoption renewals will not be processed until required support documents have been received.  
<sup>1</sup> Plans and schedules are required. If herbicides will be used, a Pest Control Recommendation is required and the applicant must submit proof of appropriate licensing or certification by the Department of Pesticide Regulation.

**ADOPTION SITE LOCATION**

COUNTY Riverside	ROUTE 60	POST MILE RANGE 14.036 - 14.324	DIRECTION(S) <input type="checkbox"/> North Bound <input type="checkbox"/> South Bound <input checked="" type="checkbox"/> East Bound <input type="checkbox"/> West Bound
BEGINNING POST MILE DESCRIPTION (Landmark, cross street, etc.) beginning of off ramp to		END POST MILE DESCRIPTION (Landmark, cross street, etc.) the end of off ramp	

**APPLICANT INFORMATION**

ORGANIZATION/BUSINESS NAME City of Moreno Valley	DOUBLE PERMIT <input type="checkbox"/> Check if applicant is a contractor.
PRIMARY CONTACT (unless otherwise notified, Caltrans assumes that the primary contact is the group's safety leader) Michael Wolfe	TITLE Public Works Director
ADDRESS 14177 Frederick St. CITY Moreno Valley	STATE CA
PHONE NUMBER 951 413-3160	ZIP CODE 92551-0000
ALTERNATE PHONE NUMBER 951 413-3150	FAX
ALTERNATE CONTACT (Required) Robert Lomon	EMAIL michaelw@moval.org
WORK WILL BE PERFORMED BY <input type="checkbox"/> Volunteers over the age of 18 <input type="checkbox"/> Volunteers over the age of 16 <input checked="" type="checkbox"/> Hired Contractor (name) Litter Removal Services of America	<input type="checkbox"/> Check if alternate contact is the group's safety leader.    ALTERNATE CONTACT'S PHONE NUMBER 951 413-3160

**AUTHORIZED SIGNATURE** The undersigned agrees that work will be done in accordance with Caltrans rules and regulations and subject to inspection and approval. The Adopt-A-Highway Program and its courtesy signs are not a forum for advertisement or public discourse.

SIGNATURE OF PRIMARY CONTACT 	DATE 4/4/18
---	----------------

PM 60 1160 M      Vegetation control frequency is 4 times per year. Litter removal during vegetation control activity is required. CO: 724      Fernando Contreras, 951-686-3072

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

**SPECIAL PROVISIONS**  
**PART 1 – GENERAL PROVISIONS**  
 00701-6



STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**ADOPT-A-HIGHWAY PERMIT APPLICATION**  
 TR-0103 (REV. 09/2009)

PERMIT NO.
DIST/COUNTY/PM 8 - RIV - 60 - 14,625 / 14,324

**PERSONAL INFORMATION NOTICE:** Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code Sections 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of the form. No disclosure of personal information will be made unless permitted under Article 8, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification to inspect all personal information in any record maintained on the individual by an identifying particular.

FOR CALTRANS USE (Date Received)

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**PERMISSION IS REQUESTED TO ENCROACH ON THE STATE HIGHWAY RIGHT OF WAY AS FOLLOWS:**  
*Please call 1-866-ADOPTAHWY for assistance in completing this form.*

**APPLICATION TYPE (Check One)**

- New Adoption       Adoption Renewal       Waiting List Placement

**ADOPTION TYPE**

- Litter Removal       Seedling Tree and Shrub Planting \*  
 Graffiti Removal       Wildflower Planting and Vegetation Control \*  
 Vegetation Control \*       \*Spot\* Wildflower Planting \* (\*Spot\* indicator pertains to receive no sign)  
 Recognition Panel Replacement. (Contractors only. Panels must be approved by the Department.)  
 Other, describe: \_\_\_\_\_

NOTE: Applications for new adoptions and adoption renewals will not be processed until required support documents have been received.  
 \* Plans and schedules are required. If herbicides will be used, a Pest Control Recommendation is required and the applicant must submit proof of appropriate licensing or certification by the Department of Pesticide Regulation.

**ADOPTION SITE LOCATION**

COUNTY Riverside	ROUTE 60	POST MILE RANGE 14.625 - 14.324	DIRECTION(S) <input type="checkbox"/> North Bound <input type="checkbox"/> South Bound <input type="checkbox"/> East Bound <input checked="" type="checkbox"/> West Bound
BEGINNING POST MILE DESCRIPTION (landmark, cross street, etc.) beginning of off ramp to		END POST MILE DESCRIPTION (landmark, cross street, etc.) end of the off ramp	

**APPLICANT INFORMATION**

ORGANIZATION/BUSINESS NAME City of Moreno Valley	DOUBLE PERMIT <input type="checkbox"/> Check if applicant is a contractor.
PRIMARY CONTACT (unless otherwise notified, Caltrans assumes that the primary contact is the group's safety leader) Michael Wolfe	TITLE Public Works Director
ADDRESS 14177 Frederick St.	
CITY Moreno Valley	STATE CA
PHONE NUMBER 951 413-3160	ZIP CODE 92551-0800
ALTERNATE PHONE NUMBER 951 413-3150	EMAIL michaelw@moval.org
ALTERNATE CONTACT (required) Robert Lemon	<input type="checkbox"/> Check if alternate contact is the group's safety leader. ALTERNATE CONTACT'S PHONE NUMBER 951 413-3160

**WORK WILL BE PERFORMED BY**

- Volunteers over the age of 18     Volunteers over the age of 15     Hired Contractor (name) Litter Removal Services of America

**AUTHORIZED SIGNATURE** *The undersigned agrees that work will be done in accordance with Caltrans rules and regulations and subject to inspection and approval. The Adopt-A-Highway Program and its courtesy signs are not a forum for advertisement or public discourse.*

SIGNATURE OF PRIMARY CONTACT 	DATE 9/4/18
----------------------------------	----------------

File to 11/30/14    Vegetation control frequency is 4 times per year. Litter removal during vegetation control activity is required. CC 724    Fernando Contreras, 951-686-3872

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

**END OF SECTION 2**

SPECIAL PROVISIONS  
 PART 1 – GENERAL PROVISIONS  
 00701-7

### SECTION 3 – ADOPT-A-HIGHWAY CALTRANS SITE VISIT MAPS

#### 3.1 GENERAL

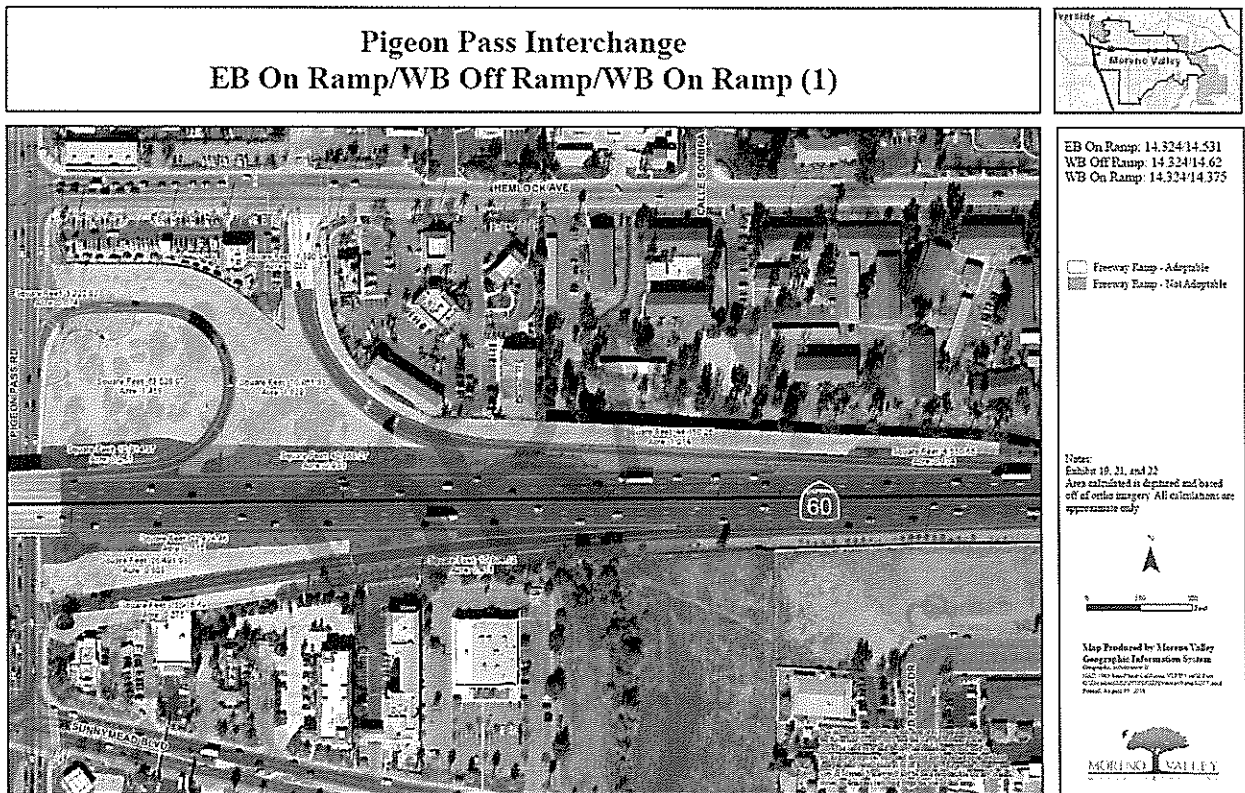
The Work shall be performed in the adoptable areas, as indicated in the Caltrans site visit maps. Work shall not be performed in “not adoptable” areas.

#### 3.2 CALTRANS SITE VISIT MAPS

##### 3.2.1 PIGEON PASS INTERCHANGE EB ON RAMP/WB OFF RAMP/WB ON RAMP (1)

###### CALTRANS MILE MARKERS:

- EB ON RAMP: 14.324/14.531
- WB OFF RAMP: 14.324/14.62
- WB ON RAMP: 14.324/14.375



##### 3.2.2 PIGEON PASS INTERCHANGE EB OFF RAMP/WB ON RAMP (2)

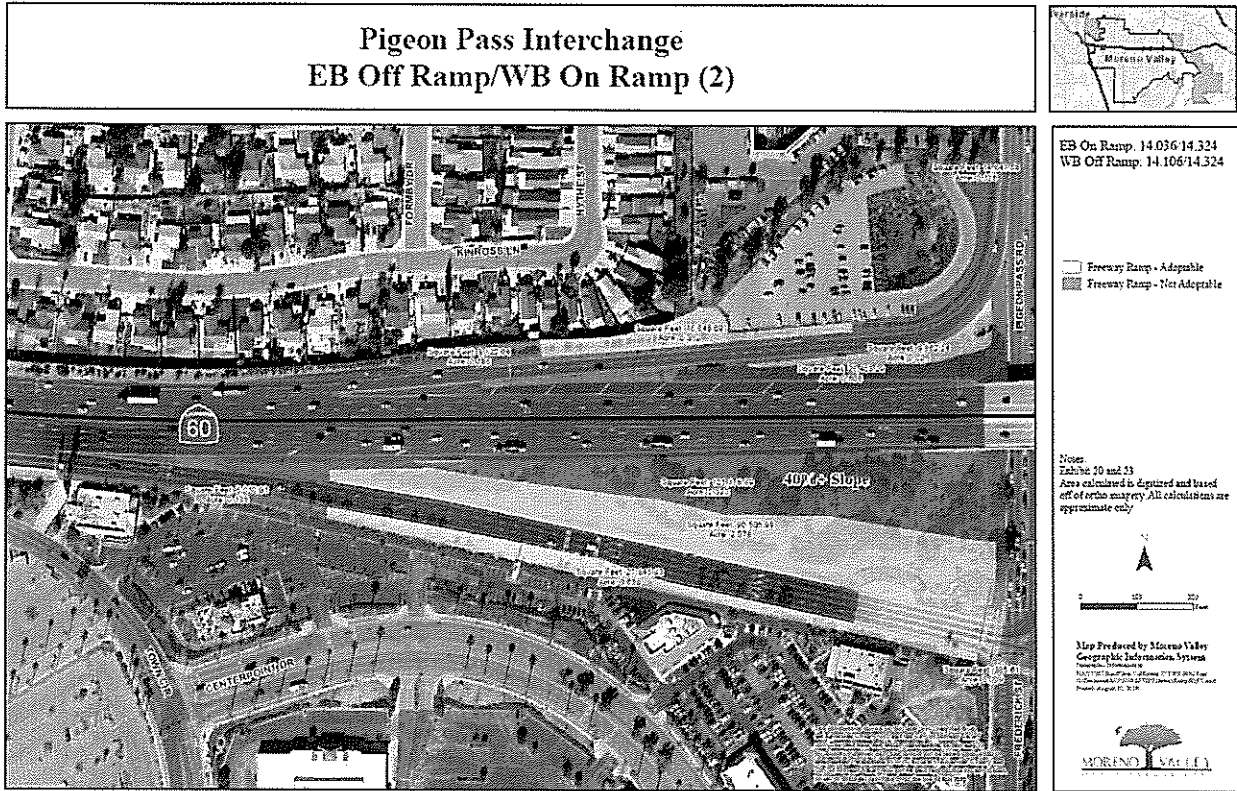
SPECIAL PROVISIONS  
 PART 1 – GENERAL PROVISIONS  
 00701-8

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)



CALTRANS MILE MARKERS:

- EB ON RAMP: 14.036/14.324
- WB OFF RAMP: 14.106/14.324



END OF SECTION 3

SPECIAL PROVISIONS  
 PART 1 – GENERAL PROVISIONS  
 00701-9

**SECTION 4 – ADOPT-A-HIGHWAY ENCROACHMENT PERMITS**

**4.1 GENERAL**

Permits are issued by the Department of Transportation. It is the responsibility of the sponsor to maintain a current permit throughout the duration of the litter removal agreement. Cancellation or interference with the status of the permit by the sponsor will not excuse the sponsor's obligation to fulfill the contract with AAH-LRSA.

**4.2 CALTRANS ENCROACHMENT PERMITS**

**END OF SECTION 4**

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

CITY OF MORENO VALLEY  
Project No. XXX XXXX

**REFERENCE DOCUMENTS**

PROJECT NO. XXX XXXX

SR 60 Pigeon Pass Interchange Adopt-a-Highway Program  
Freeway On/Off Ramp Litter Removal and Vegetation Control

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

---

SPECIAL PROVISIONS  
00700

CITY OF MORENO VALLEY  
Project No. XXX XXXX

**REFERENCE DOCUMENTS**

PROJECT NO. XXX XXXX

SR 60 Pigeon Pass Interchange Adopt-a-Highway Program  
Freeway On/Off Ramp Litter Removal and Vegetation Control

**PART 1**

**CALTRANS ADOPT-A-HIGHWAY PROGRAM REGULATIONS**

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)



ADOPT-A-HIGHWAY

# Adopt-A-Highway Program Regulations

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Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)



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Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

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**CALIFORNIA STREETS AND HIGHWAYS CODE****Division 1. State Highways****Chapter 1. Administration****Article 3. The Department of Transportation****Section 91.5 - 91.6****91.5.**

- (a) The department may enter into an agreement to accept funds, materials, equipment, or services from any person for maintenance or roadside enhancement, including the cleanup and abatement of litter, of a section of a state highway. The department and the sponsoring person may specify in the agreement the level of maintenance that will be performed.
- (b) The director may authorize a courtesy sign. These courtesy signs shall be consistent with existing code provisions and department rules and regulations concerning signs.

**91.6.**

The department shall, within its maintenance programs relating to litter cleanup and abatement, assign a high priority to litter deposited along state highway segments adjoining storm drains, streams, rivers, waterways, beaches, the ocean, and other environmentally sensitive areas. The department may use litter traps in drains and any other effective technology in carrying out these responsibilities.



**CALIFORNIA CODE OF REGULATIONS**  
**TITLE 21. PUBLIC WORKS**  
**DIVISION 2. DEPARTMENT OF TRANSPORTATION**

**Chapter 23. Adopt-A-Highway Program**

**Article 1. Introduction**

**§ 2620. Scope of the Adopt-A-Highway Program**

- (a) The California Department of Transportation (Caltrans) Adopt-A-Highway Program (Program) exists to provide the public with an avenue to donate services for maintenance and beautification activities on sections of roadside within California's State Highway System.
- (1) Neither the Program nor its courtesy signs are intended to provide a forum for advertisement, solicitation, or public discourse.
  - (2) Adoptions are intended to reduce, not add to, the Caltrans maintenance work load.
  - (3) Adoption types include litter removal, supplemental litter removal, graffiti removal, vegetation control, tree and shrub planting, wildflower planting, and spot wildflower planting.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.

**Article 2. Definitions**

**§ 2621. Definitions**

All terms defined in this article are applicable to terms used in Title 21, Division 2, Chapter 23. These terms have the following meanings:

- (a) "Adopter" means an individual, organization, agency, or business that has been issued a Permit.
- (b) "Adoption Site" means the section of State highway right-of-way to be adopted. An adoption site can include one or both directions of a highway roadside. "Adoption site" and "site" are used interchangeably throughout the Regulations text.



- (c) "Adoption Task" means a specific beautification or maintenance activity authorized under a Permit.
- (d) "Adoption Type" means one of several standardized participation opportunities described in Section 2623 (b). For example, litter removal is an adoption type.
- (e) "Applicant" means an individual, organization, agency, or business who has submitted a Program Application.
- (f) "Attachment A" means the Form MTCE-09, Attachment A (Adopt-A-Highway Special Provisions) (Rev. 07/09) which is incorporated by reference. This form is included in the adopter's Permit package and contains information obtained during a site review such as safe site access, appropriate work methods, and work frequency. Attachment A also lists Caltrans contact information.
- (g) "Caltrans" means the California Department of Transportation.
- (h) "Caltrans Policy" means Caltrans Director's Policy DP-01-R6, Equal Employment Opportunity (Rev. 07/06) which is incorporated by reference. This policy ensures Caltrans employees a work environment free from all forms of discrimination and harassment. Retaliation against Caltrans employees who are engaged in the implementation of the policy would constitute a violation of this policy.
- (i) "Contractor" means the maintenance service provider who has been hired to perform adoption tasks for a sponsored adoption.
- (j) "Contractor's Crew Leader" means the person responsible for supervising work performed by the contractor's crew at the adoption site.
- (k) "Courtesy Sign" means the sign placed to recognize the adopter.
- (l) "Deputy District Director, Maintenance" means the senior officer for the Division of Maintenance in a Caltrans District office.
- (m) "Displaced Adopter Status" means a preferential waiting list placement status. This status is given to adopters who are forced to give up their adoption site because of construction or other circumstance. Displaced adopter status is discussed in Section 2640.
- (n) "District" means one of the twelve Caltrans districts. Each district consists of one or more California counties.
- (o) "District Coordinator" means the Caltrans District Adopt-A-Highway Coordinator or the Caltrans Assistant District Adopt-A-Highway Coordinator.
- (p) "District Permit Engineer" means an individual authorized to sign Permits for a district's Division of Traffic Operations.



- (q) "Group Leader" or "Alternate Group Leader" means the members of a volunteer group who have been designated to serve as liaison with Caltrans, to provide safety training to group members, and to supervise work performed at the adoption site.
- (r) "Instructions for Preparing Plans and Schedules" means one or more of the instructional handouts given to applicants for vegetation control and planting adoptions. Each handout lists items which must be included in the applicant's plan(s) and work schedule. The following handouts are incorporated by reference:
- (1) Preparing a Vegetation Control Site Plan and Work Schedule (Rev. 07/09).
  - (2) Preparing Tree and Shrub Planting Plans and Work Schedule (Rev. 07/09).
  - (3) Preparing Wildflower Planting Plans and Work Schedule (Rev. 07/09).
  - (4) Instructions for Using Mulch (Rev. 09/09).
  - (5) Caltrans Licensing Requirements for Adopt-A-Highway Volunteers Using Herbicides (Rev. 02/06).
- (s) "Maintenance Supervisor" means the Caltrans Maintenance Supervisor who is responsible for the area where an adoption site is located. The maintenance supervisor (or his/her designee) is the person who performs site reviews, conducts safety orientations, and monitors adopter's performance.
- (t) "Median" means a paved or planted strip that divides a highway into two directions of travel.
- (u) "Obscene" means the material must have all of the following three characteristics:
- (1) An average person, applying contemporary community standards, must find that the material as a whole, appeals to the prurient interest;
  - (2) The material must depict or describe, in a patently offensive way, sexual conduct specifically defined by applicable law; and
  - (3) The material, taken as a whole, must lack serious literary, artistic, political, or scientific value.
- (v) "Organization" means an association, a society, a club, or a group of individuals joined by a common purpose. Organizations do not need to have a charter, bylaws, or other governing instrument in order to participate.
- (w) "Participant" means any individual who performs adoption tasks.





- (x) "Permit" means the Form TR-0121, Encroachment Permit (Adopt-A-Highway) (Rev. 02/08) which is incorporated by reference. This form is included in the adopter's Permit package and authorizes the adopter to perform specific tasks on Caltrans right-of-way.
- (y) "Permit Application" means the Form TR-0103, Adopt-A-Highway Permit Application (Rev. 09/09) which is incorporated by reference. A Permit Application is used to apply for a Permit for a specific site.
- (z) "Permit Package" means all of the documentation issued by Caltrans and sent to the adopter once an adoption has been approved. In its entirety, the Permit package is the written agreement between Caltrans and the adopter.
- (1) All Permit packages include a Permit, an Attachment A, and Special Provisions.
  - (2) Permit packages for adoptions that involve vegetation control and/or planting also contain approved plans and schedules.
- (aa) "Permit Provisions" means the participation rules and conditions set forth in the Permit package.
- (bb) "Plans and Schedules" means a site plan or planting plan, a work plan, and a work schedule. These documents are prepared and submitted by vegetation control and planting adoption applicants during the Permit Application process. Submitted plans and schedules must be approved by Caltrans before a Permit can be issued.
- (cc) "Planting Plan" means a plan (or map) that illustrates the location of a planting site within the highway right-of-way. The plan must show where plants or seeds are to be planted and list their quantity and species.
- (dd) "Program" means the Adopt-A-Highway Program. The Program is administered by the Caltrans Division of Maintenance, Office of Roadside Maintenance.
- (ee) "Program Application" means the Form MTCE-018, Adopt-A-Highway Program Application (Rev. 07/09) which is incorporated by reference. Submission of a Program Application is the first step in the adoption process.
- (ff) "Program Internet Site" means the Program's public web site where forms, handouts, and other publications can be obtained. The site's address is: <http://adopt-a-highway.dot.ca.gov>.
- (gg) "Recognition Panel" means the white, rectangular portion of the courtesy sign where the adopter's name is displayed.
- (hh) "Safety Orientation" means a safety training session given by Caltrans for adopters.



- (ii) "Sexually Explicit" means any reference to sexual intercourse, sexual abuse, the genitals or pubic area of a person.
- (jj) "Site Plan" means a plan (or map) that illustrates the location of a vegetation control site within the highway right-of-way.
- (kk) "Special Provisions" means the Form TR-0156, Adopt-A-Highway Permit Special Provisions (Rev. 09/09) which is incorporated by reference. This three-page document is included in the adopter's Permit package and lists standardized Program rules.
- (ll) "Sponsor" means an adopter who has hired a contractor to perform adoption tasks.
- (mm) "Sponsored Adoption" means an adoption where the adopter has hired a contractor to perform adoption tasks.
- (oo) "Successive Permit" means a new Permit issued upon expiration of an existing Permit to the same adopter at the same site.
- (pp) "Statewide Coordinator" means the Caltrans Statewide Adopt-A-Highway Coordinator or Caltrans Assistant Statewide Adopt-A-Highway Coordinator.
- (qq) "Turnaround Time" means the number of days a graffiti removal adopter has to paint over graffiti after being notified of the graffiti's existence on an adopted structure.
- (rr) "Vegetation Control Plan" means a plan that lists permissible methods for controlling different kinds of vegetation at various locations in a district. Vegetation control plans are updated on an annual basis by each district. During a site review, a maintenance supervisor refers to the vegetation control plan to ensure that methods authorized for use by adopters are compliant with methods listed in the plan.
- (ss) "Volunteer Adoption" means an adoption where the adopter performs adoption tasks using the adopter's own forces.
- (tt) "Work Plan" means a plan that identifies tasks to be accomplished and methods used to accomplish them. These include site preparation, initial planting, vegetation and/or weed control, and maintenance operations to be performed throughout the Permit period.
- (uu) "Work Schedule" means a list of dates for performing activities described in a planting plan or work plan.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.





### Article 3. Eligibility

#### § 2622. Eligibility Requirements

- (a) Individuals, businesses, agencies, or organizations may participate.
- (1) Eligibility shall not be denied on the basis of race, sex, color, religion, national or ethnic origin, age, political affiliation, ancestry, marital status, sexual orientation, disability, or medical condition (unless the disability or medical condition would affect the participant's or public's safety).
  - (2) Program participants must be 16 or older.
  - (3) The adopter's primary and alternate contacts must be 21 or older. The primary contact for sororities, fraternities, and other student organizations must be a faculty member of the organization's school.
- (b) Caltrans may deny eligibility if the applicant's participation in the Program would result in one or more of the following:
- (1) Create a hazard to the safety of Caltrans' employees or the public.
  - (2) Violate the law.
  - (3) Be contrary to Caltrans policy, as defined in Section 2621 (h).

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.

### Article 4. Adoption Types

#### § 2623. Adoption Types

- (a) The name of an adoption type reflects the primary maintenance or beautification activity to be performed. Caltrans may modify an adoption type, add an adoption type, or discontinue an adoption type.
- (b) Adoption types include:
- (1) **Litter Removal:** Removing litter several times per year as determined by Caltrans.
    - (A) A litter removal adoption site is approximately two miles long. If the site is located on a conventional highway (a highway with cross streets), both sides of the highway are adopted. If the site is located on a freeway or expressway, one or both sides of the freeway or expressway may be adopted.



- (2) **Supplemental Litter Removal:** Litter removal to supplement an existing litter removal adoption where the cleaning frequency cannot be raised, or, litter removal in a small unadopted area where litter gathers (i.e., along a fence line or near an onramp).
- (A) Supplemental litter removal frequency is determined by Caltrans.
- (B) A courtesy sign is not erected for supplemental litter removal adoptions.
- (3) **Graffiti Removal:** Painting over graffiti as needed on one or more highway structures.
- (A) The number of structures adopted is determined to ensure that the work performed by the graffiti removal adopter is comparable to the work performed by other adopters in the same area.
- (B) Turnaround time for graffiti removal is determined by Caltrans.
- (C) Paint color is determined by Caltrans.
- (D) Litter removal around the adopted structure(s) at time of graffiti removal may be required.
- (4) **Vegetation Control:** Controlling vegetation according to a Caltrans' approved plan. Vegetation control can be accomplished by hand pulling, hoeing, pruning, mowing, weed-whipping, applying herbicides, applying weed barrier, and/or applying mulch.
- (A) A vegetation control adoption site is approximately five acres net or two miles long.
- (B) Vegetation control frequency is determined by Caltrans.
- (C) Additional vegetation control activities:
1. Litter removal prior to vegetation control activity is required.
  2. Litter removal, separate from vegetation control activity, may be required.
  3. A vegetation control applicant must prepare a site plan, a work plan, and a work schedule and submit them to the district coordinator with the Permit Application.



- (5) **Tree and Shrub Planting:** Planting and establishing trees and/or shrubs according to a Caltrans' approved plan.
- (A) A tree and shrub planting adoption site is approximately three acres net. The initial planting must be a minimum of twenty trees and/or shrubs per acre.
- (B) Additional tree and shrub planting activities:
1. Excavation, soil preparation, and staking are required.
  2. Irrigation is required.
  3. Initial application and periodic reapplication of mulch is required.
  4. Year-round weed control is required. Weed control frequency is determined by Caltrans.
  5. Litter removal prior to planting and weed control activity is required.
  6. Replacement of dead and diseased plants is required.
  7. Initial application and periodic reapplication of fertilizer may be required.
  8. Installation of weed barrier may be required.
  9. A tree and shrub planting applicant must prepare a planting plan, a work plan, and a work schedule and submit them to the district coordinator with the Permit Application.
    - a. If Caltrans irrigation facilities are to be used, they must be included on the planting plan or on a separate drawing.
    - b. Installation, modification, or maintenance of irrigation systems by an adopter is not permitted.
- (C) Once all plants can survive without watering provided by the adopter, the adoption is considered complete and a subsequent tree and shrub planting Permit is not issued. An adopter in good standing will be given the option to convert the tree and shrub planting adoption to a vegetation control adoption.
- (6) **Wildflower Planting:** Planting and establishing wildflowers according to a Caltrans' approved plan. An adopter may plant approved wildflowers, meadow mixtures, grasses, annuals, perennials, bulbs, or any combination of these. Planting of California native species is encouraged.



- (A) A wildflower planting adoption site is approximately three acres net.
- (B) Additional wildflower planting activities:
1. Soil preparation prior to planting or seeding is required.
  2. Soil preparation and replanting or reseeding each fall is required.
  3. Year-round weed control is required. Weed control frequency is determined by Caltrans.
  4. Litter removal prior to planting and weed control activity is required.
  5. A wildflower planting applicant must prepare a planting plan, a work plan, and a work schedule and submit them to the district coordinator with the Permit Application.
- (7) **Spot Wildflower Planting:** Except for the following provisions, a spot wildflower planting adoption is identical to a wildflower planting adoption:
- (A) A spot wildflower planting adoption site has no minimum acreage or year-round weed control requirement.
- (B) A courtesy sign is not erected for spot wildflower planting adoptions.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5, 91.6, and 92, California Streets and Highways Code.

#### § 2624. Materials and Equipment

- (a) Instructions for preparing plans and schedules, as defined in Section 2621 (r), are made available to vegetation control and planting adopters during the Permit Application process. In order to be approved by a district landscape specialist, an applicant's plan(s) and work schedule must contain items described in the instructional handouts.
- (b) Supplies are distributed, or arrangements made for their distribution, at the adopter's safety orientation.
1. Caltrans provides safety gear, litter pickers, and litter bags to the volunteer group leader.
  2. Caltrans provides litter bags to the contractor.
  3. Safety gear, litter pickers, and litter bags are replenished throughout the Permit period.





- (c) Caltrans collects filled litter bags from adoption sites.
- (1) An adopter may keep recyclable items found at their adoption site.
- (d) Unless special arrangements are made with Caltrans, the adopter shall furnish all other equipment, labor, and materials needed to successfully perform adoption tasks.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.

## Article 5. Establishing Adoption Sites

### § 2625. Site Reviews

- (a) The purpose of a site review is to classify an area as “adoptable” or “not adoptable.” If the site is classified as adoptable, information obtained during the site review, such as safe site access, location of work, appropriate work methods, and work frequency are included in the adopter’s Permit package.
- (b) The safety of participants while on the highway right-of-way is of primary concern to Caltrans therefore, sites are reviewed on an ongoing basis. Site reviews may be conducted any time a question arises regarding the site’s safety, however, site reviews are required:
- (1) When a new site is designated.
  - (2) When an existing site is realigned.
  - (3) Following construction at a site.
  - (4) Prior to processing a Permit Application if the site review on file is older than two years.
- (c) Site reviews are ordered by the district coordinator and conducted by the maintenance supervisor.
- (1) Site reviews for available sites are returned within 15 calendar days.
  - (2) Site reviews ordered as part of the permit renewal process are returned within 30 calendar days.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.



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**§ 2626. Site Review Criteria**

(a) Factors taken into consideration when sites are reviewed include:

(1) Site access.

- (A) There must be safe access for a participant to enter, exit, and work along the site.
- (B) If motorized equipment is used, there must be safe access for the equipment to enter, exit, and operate along the site.
- (C) Except for city streets, if a stationary vehicle or other equipment is needed to accomplish an adoption task, there must be adequate parking space available off of paved shoulders and at least six feet from the traffic lane. Paved maintenance vehicle pullouts may be used.
- (D) Lane and shoulder closures are not permitted.

(2) Location of work.

- (A) The adoption site's beginning and ending points are established.
  - 1. The site must meet the minimum mileage/acreage requirements for each adoption type as specified in Section 2623 (b).
  - 2. The length of a site may vary slightly if necessary to accommodate site conditions or adjacent projects.
  - 3. Unless otherwise stated in the adopter's Permit, a site includes any interchanges or ramps within the site.
  - 4. A district may create an adoption site that includes only interchange or ramp areas. However, the work load of the adoption must be comparable to the work load of the adjacent segment.
  - 5. Small areas along the same highway may be combined to create a site that meets minimum size requirements.
  - 6. Unless otherwise stated in the adopter's Permit, the width of a site extends from the edge of the paved roadway or shoulder to the Caltrans' property line.



- (B) The following locations are not adoptable and are not reviewed:
1. Medians.
  2. Areas under construction.
  3. Areas under maintenance agreement with another agency.
  4. Areas within six feet of a traffic lane.
- (3) Work methods.
- (A) Appropriate site preparation, planting, and weed control methods are identified for planting adoptions.
- (B) The type of vegetation to be controlled and appropriate control methods are identified for vegetation control adoptions.
- (C) An adoption activity performed within an environmentally sensitive area must be compliant with restrictions (e.g., no spraying, no mowing, etc.) set forth in the district's vegetation control plan.
- (4) Work frequency.
- (A) Litter Removal: Work frequency is based on the length of time it takes litter to accumulate at the site. The statewide minimum pickup frequency is six times per year, except in locations where extreme weather conditions (hot or cold) would prevent pickup for three or more consecutive months. In those locations, the minimum frequency is four times per year.
- (B) Supplemental Litter Removal: Work frequency is based on the length of time it takes litter to accumulate at the site.
- (C) Graffiti Removal: Turnaround time for graffiti removal is based on the location of the structure being adopted. For example, a highly visible structure is assigned less time than a structure in an obscure location. The minimum turn around time that can be assigned is three days. The maximum is ten days. Graffiti of an obscene nature must be removed as soon as possible and therefore is removed by Caltrans forces.
- (D) Vegetation Control: Work frequency is determined by Caltrans and is based on the length of time it takes for vegetation to grow and litter to accumulate at the site. The minimum vegetation control frequency is two times per year. Unless otherwise specified in the Permit provisions, the litter removal frequency assigned to a vegetation control adoption site is the same as vegetation control frequency.





- (E) Tree and Shrub Planting and Wildflower Planting: Weed control frequency is determined by Caltrans and is based on the length of time it takes for weeds to accumulate at the site. The minimum weed control frequency is two times per year. The applicant's work schedule proposes a work frequency for other required planting activities. The work schedule is approved by Caltrans during the Permit Application process.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5, 91.6, 92, and 96, California Streets and Highways Code.

### § 2627. Site Classification

- (a) Districts are under no obligation to establish an adoption site even if the site meets all site review criteria.
- (b) Sites classified as not adoptable require a primary reason for the classification to be stated.
- (c) Site classification may be changed when conditions at the site change or when site review criteria change.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.

## Article 6. Courtesy Signs

### § 2628. Purpose of Courtesy Signs

- (a) Caltrans may recognize contributions made through the Program by displaying the adopter's name on a courtesy sign's recognition panel. Although there is advertising value inherent in a courtesy sign, it is not intended to be an advertising medium. A courtesy sign's sole purpose is to identify the adopter, not to advertise the adopter's services, products, or location.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.

### § 2629. Location, Installation, and Cost of Courtesy Signs

- (a) One courtesy sign is placed near the beginning of each direction of an adoption site on the right shoulder of the highway.
- (1) The size of a courtesy sign is determined by its location.
  - (2) The exact placement of a courtesy sign is determined by each district's Division of Traffic Operations.



- (b) A courtesy sign and recognition panel are provided, installed, and maintained by Caltrans for each adopted direction at no cost to the adopter. However, as explained in Section 2630 (a), an adopter may incur some cost for the artwork displayed on the recognition panel.
- (c) An adopter is not guaranteed a courtesy sign or recognition panel. If a courtesy sign or recognition panel is not authorized, the district coordinator informs the applicant before the Permit Application is processed.
  - (1) A courtesy sign is not installed to recognize a supplemental litter removal or a spot wildflower planting adoption.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.

### § 2630. Recognition Panels

- (a) Types of recognition panels:
  - (1) Standard recognition panel: Caltrans provides a standard recognition panel at no cost to the adopter. A standard recognition panel displays the adopter's name in black lettering, using a standard highway font.
  - (2) Standard recognition panel with logo: The logo of an organization or business can be added to a standard recognition panel. (A recognition panel for an individual may not display a logo.) The adopter must purchase the logo and then deliver it to Caltrans. The logo must have adhesive backing. There is no fee charged to place a logo onto a standard recognition panel.
  - (3) Custom recognition panel: If all panel elements (text and/or logo) are purchased by the adopter, the panel is called a "custom" panel. Adhesive-backed elements can be delivered to Caltrans, or, a completed panel can be delivered. Caltrans supplies blank recognition panels at no cost to an adopter who chooses the latter option. There is no fee charged for placing supplied elements onto a recognition panel.
- (b) In all circumstances, the appearance and content of recognition panels is solely determined by Caltrans. All recognition panels must be compliant with the standards set forth in the Adopt-A-Highway Recognition Panel Design Guidelines (Rev. 10/2009) which is incorporated by reference. This document, which is posted on the Program Internet site, contains a complete listing of all panel design rules and describes limited exceptions to the following general policy:



- (1) Recognition panels shall display one of the following:
  - (A) The name of the individual (or multiple individuals) listed on the Program Application.
  - (B) The words, "In Memory of," plus the name of the individual or family in whose memory the adoption is being made as listed on the Program Application.
  - (C) The name and/or logo of the organization, agency, or business listed on the Program Application.
- (2) Recognition panels shall not display:
  - (A) Graphics or borders that are not part of a logo.
  - (B) Wording or a logo that implies or is obscene or sexually explicit.
  - (C) Adopter names or logos that violate the law or Caltrans' policy as defined in Section 2621 (h).
  - (D) Any form of advertising, including street, email, and Internet addresses, directions, telephone numbers, dates, slogans, products, or services. This includes words in a logo that are not part of the adopter's name.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.

### § 2631. Courtesy Sign Maintenance

- (a) Caltrans replaces or repairs damaged or vandalized courtesy signs and/or recognition panels as needed. However, maintenance, repair, and/or replacement of a warning sign or a regulatory sign has priority over repair and/or replacement of a Program sign.
  - (1) If a custom panel must be replaced, an adopter has the option to provide another custom panel or to have Caltrans provide a standard recognition panel.
  - (2) A person caught vandalizing a courtesy sign or recognition panel will be prosecuted to the full extent of the law.
- (b) A sign at a location about to undergo construction must be removed and stored by Caltrans. After the construction is complete and a site review has determined that the site is still adoptable, Caltrans reinstalls the sign.



- (c) With one exception, a recognition panel that is in good condition may not be changed until the beginning of a successive Permit period.
  - (1) If an adopter is actively using a new logo, the adopter may be permitted to update a recognition panel during a Permit period.
- (d) Anytime a recognition panel is replaced, the new panel must be compliant with recognition panel design rules.
- (e) A recognition panel that is altered or decorated by the adopter or a contractor is removed and the adopter's Permit may be canceled.
- (f) Except for litter removal sites, Caltrans removes courtesy signs from vacant adoption sites if the district coordinator is not actively seeking an adopter for the site.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.

## **Article 7. Participation Options**

### **§ 2632. Participation Options**

- (a) An adopter has the option to use its own forces to perform adoption tasks or to hire a contractor to perform all or a portion of the adoption tasks on its behalf. The former arrangement is considered a "volunteer adoption;" the latter is considered a "sponsored adoption."
  - (1) A volunteer adopter may convert to a sponsored adoption at any time during the course of an adoption.
  - (2) A sponsor may convert to a volunteer adoption, or change contractors, at any time during the course of an adoption. However, a sponsor is advised to carefully examine the terms of its contract with its contractor prior to making such a change.
- (b) An adopter may adopt multiple sites.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.

### **§ 2633. Shared Adoptions**

- (a) One or more parties may share responsibility for an adoption site. A shared adoption may be a volunteer adoption or a sponsored adoption.





(b) When one party of a shared adoption no longer wishes to participate, the remaining adopter has 30 calendar days to notify Caltrans of the change and to select one of the following options:

- (1) Take over responsibility for the entire site.
- (2) If the adoption site covers both directions of a highway, the remaining adopter may relinquish one direction and work (or sponsor) the remaining direction.
- (3) If no waiting list exists, the remaining adopter can try to recruit a new co-adopter.
- (4) If a waiting list exists, the first applicant on that list can be offered the opportunity to share the adoption.
- (5) Relinquish the adoption.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.

#### **§ 2634. Relationship of Contractors, Sponsors, and Caltrans**

(a) Caltrans has no authority or involvement in the contract established between a sponsor and a contractor. A sponsor is responsible for obtaining and discontinuing the services of a contractor.

- (1) A sponsor may hire one or more contractors.
  - (A) Each contractor must submit a separate Permit Application.
  - (B) A contractor may not subcontract.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.

#### **§ 2635. List of Contractors**

(a) The statewide coordinator maintains a list of licensed and insured contractors for public distribution. The list indicates the adoption types a contractor is licensed for and the districts where a contractor is authorized to work. A contractor must be on the list in order to be issued a Permit. The list is for informational purposes only and does not constitute endorsement by Caltrans or any of its employees. In order to be added to the list, a contractor must:

- (1) Provide proof of insurance and professional licensing as required by Caltrans. Types of insurance needed, minimum coverage amounts, and professional licensing requirements are set forth in a handout titled, Working With Contractors (Rev. 12/08) which is incorporated by reference. This document is posted on the Program Internet site.



- (2) Attend a meeting with the district coordinator for each district where they want to offer services. The statewide coordinator may also attend these meetings.
- (b) Failure of a contractor to meet any of the following requirements shall result in the contractor's name being removed from the list and cancellation of all affected Permits:
- (1) Provide proof of continuous insurance coverage and professional licensing to the statewide coordinator. Copies of renewed policies and licenses must be received prior to the expiration of those previously submitted.
  - (2) Provide 30 calendar days notice to the statewide coordinator of any plans to reduce or cancel an insurance coverage(s) and/or a professional license(s).
  - (3) Conform to all laws and regulations concerning business and professional licensing, workers' compensation insurance, and fair employment practices.
  - (4) Conform to all Permit provisions.
- (c) A contractor must not falsify a sponsor's signature, business license, or other document submitted to the district coordinator on behalf of the sponsor.
- (1) If the falsification occurs at the Program Application stage, the Program Application is denied.
  - (2) If the falsification occurs at the Permit Application stage, both the sponsor's and contractor's Permit Applications are denied.
  - (3) In either case, a denial letter explaining the offense and the consequence is written to the sponsor and a copy is sent to the contractor. In addition, the contractor is sent a warning letter.
  - (4) If the sponsor still wishes to participate in the Program, the sponsor must go through the adoption process again, starting with the submission of a new Program Application.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.



## Article 8. Program Application

### § 2636. Purpose of the Program Application

- (a) The Program Application initiates the adoption process.
- (b) The Program Application is used to verify that the applicant's name is compliant with naming rules set forth in Section 2637 (b)(2) and to determine whether or not the applicant meets the eligibility requirements set forth in Section 2622.
- (c) Adoption sites are offered on a first-come, first-served basis based on the date that a completed Program Application is received.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.

### § 2637. Program Application Process

- (a) Any person who wishes to participate in the Program must submit a Program Application to the district coordinator. A contractor may submit a Program Application on behalf of a sponsor. If two or more applicants plan to share an adoption, each must submit a separate Program Application.
  - (1) The Program Application is available on the Program Internet site, from a contractor, or from a district coordinator.
  - (2) The Program Application may be submitted by mail, facsimile transmission, or electronically.
- (b) The Program Application process consists of six steps.
  - (1) When a Program Application is received, the district coordinator date stamps and initials the front of the Program Application.
  - (2) The district coordinator verifies that the name entered into the "Individual, Organization, Agency, or Business Name" field of the Program Application is compliant with the following rules:
    - (A) A business must apply using the business' legal name. Use of a corporate indicator, such as Inc., Co., etc., is optional. Business applicants must provide proof of legal business name when a Program Application is submitted. The following documents can be used to verify a business name:
      - 1. Business license.
      - 2. City or county tax certificate.
      - 3. Articles of incorporation.





4. Screen print from the Secretary of State's business portal showing an active status for domestic (in California) or foreign (out of state or country) corporation, LP, or LLP: <http://kepler.sos.ca.gov/list.html>.
  5. A Certificate of Registration (issued by the Secretary of State) is acceptable verification for out-of-state web entities.
  6. A subsidiary or franchise may not be able to provide any of the documents listed above for name verification. In this case, one of the documents listed above must be submitted for the parent company along with a Fictitious Business Name Statement showing the parent company "doing business as" the subsidiary or franchise.
- (B) An agency must apply using the agency's legal name.
- (C) An organization must apply using the organization's complete name.
- (D) An individual must apply using his or her legal first and last name. Use of a middle name or initial is optional.
- (E) An applicant may wish to participate in the Program in honor of a deceased person. In this case, instead of the applicant's name, the words, "In Memory of," plus the deceased person's name(s) are entered into the "Individual, Organization, Agency, or Business Name" field. For example, "In Memory of John Doe." The deceased person's first name may be used without the last name. Use of a middle name or initial is optional. If several persons are to be memorialized, a group name will be considered by the statewide coordinator on a case-by-case basis.
- (3) The district coordinator verifies that the application is complete.
- (A) If the applicant's name is compliant with Program name rules and the Program Application is properly filled out, the Program Application is considered complete. The district coordinator enters the date completed on the front of the Program Application.
- (B) If the applicant's name is not compliant with Program name rules or the Program Application is not filled out properly, the district coordinator contacts the applicant to either obtain the missing information or to request that a corrected application be submitted. If a sponsor's Program Application was submitted by a contractor, the district coordinator may contact the contractor.



1. When the missing information or corrected Program Application is received, the date completed is noted on the front of the Program Application.
- (4) The district coordinator obtains eligibility approval. Completed Program Applications are collected by the district coordinator each week. On the following Monday (or the first work day thereafter), the Program Applications are forwarded to the Deputy District Director, Maintenance (DDDM). The DDDM has one week to decide whether to approve or deny each applicant's eligibility. The decision to approve or deny an applicant's eligibility is noted on the face of each Program Application before the Program Applications are returned to the district coordinator.
- (A) If a Program applicant is not eligible for participation, the DDDM sends a denial letter to the applicant, explaining the reasons the applicant is not eligible, within 30 calendar days of receipt of the completed Program Application. The letter is sent by certified mail. If a sponsor's Program Application was submitted by a contractor, a copy of the denial letter is sent to the contractor.
1. Appeal process.
    - a. A denied applicant may submit a written appeal to the District Director within 30 calendar days of receipt of the denial letter.
    - b. The appeal must provide proof that the eligibility criteria in question have been met.
    - c. The District Director must respond in writing, with a decision to either confirm or reverse the denial within 30 calendar days of receipt of the appeal.
- (5) If the applicant's eligibility is approved, the district coordinator orders any needed site reviews. A site review is needed if a site requested is classified as adoptable, is vacant, and the site review on file is older than two years.
- (6) If the applicant's eligibility is approved, the district coordinator sends an application status letter within 30 calendar days of the Program Application's completion date. If the Program Application was submitted by a contractor, the application status letter may be sent to the contractor. The application status letter indicates the action to be taken for each requested site.
- (A) If a requested site is already adopted, does not have a current site review, or is under construction, the Program applicant is placed on a waiting list.



- (B) If a requested site is classified as not adoptable, no further action is taken.
- (C) If a requested site is available (classified as adoptable, vacant, and has a current site review), the Permit processing documents described in Section 2642 (b)(3) are included with the application status letter.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.

## Article 9. Waiting List

### § 2638. Establishment of Waiting Lists

- (a) Each district coordinator shall establish a waiting list for a site desired by more than one applicant. Only a Program applicant whose eligibility has been approved can be placed on a waiting list.
- (1) An applicant can be placed on the waiting list for multiple sites.
  - (2) A contractor cannot be placed on the waiting list (unless the contractor intends to adopt the site as a volunteer participant).
  - (3) An applicant cannot transfer a position on the waiting list to another party.
  - (4) An applicant is responsible for notifying the district coordinator of any change in contact information.
  - (5) A waiting list applicant is ranked according to the date that the applicant's completed Program Application is received.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.

### § 2639. Waiting List Process

- (a) When a site with a waiting list becomes available, a site review is ordered if the site review on file is older than two years.
- (1) If the site is classified as not adoptable, the site's waiting list is discontinued and the district coordinator notifies all applicants waiting for the site.
- (b) If the site is classified as adoptable, the district coordinator contacts the first applicant to see if the applicant is still interested in the site. If the Program Application was submitted by a contractor, the contractor may be contacted.



- (1) If the applicant is no longer interested, or if the applicant cannot be reached because of invalid contact information, the applicant is removed from waiting list. The district coordinator then moves on to the next waiting list applicant until an interested party is contacted.
- (2) If the applicant is interested, the applicant is sent the Permit processing documents described in Section 2642 (b)(3). If the Program Application was submitted by a contractor, the documents may be sent to the contractor.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.

### § 2640. Displaced Adopters

- (a) An adopter in good standing who has had a Permit canceled due to a change in site classification or suspended due to construction is given a “displaced adopter status.” A displaced adopter is allowed to choose one of the following options:
  - (1) Allow the Permit to be canceled with no further action.
  - (2) Be placed first on the waiting list for sites within ten miles in either direction of the lost site (on the same highway).
    - (A) If more than one displaced adopter is placed on the waiting list for the same site, the ranking is determined by the number of months the displaced adopter had an active Permit issued for the lost site.
    - (B) A displaced adopter is given one offer to adopt a site. If the offer is refused, the adopter forfeits its displaced adopter status and all waiting list entries created as a result of its displaced adopter status are deleted.
    - (C) Once a displaced adopter accepts an alternate site, the remaining waiting list entries created as a result of its displaced adopter status are deleted.

Authority cited: Section 91.5, Streets and Highways Code.

Reference: Sections 91.5 and 92, Streets and Highways Code.

## Article 10. Permit Application

### § 2641. Purpose of the Permit Application

- (a) A Permit Application is used to apply for a Permit for a specific, available site.
  - (1) There is no fee charged for Program Permits.





- (b) Because extensive waiting lists for adoption sites exist, Caltrans limits the number of adoptions for a single adopter to ten Permits per district.
- (1) An exception may be granted for a remote site. A site is considered remote if it is located in a rural area, has no waiting list, and has been difficult to adopt or keep adopted. If a waiting list should develop for a site once considered remote, an adopter who has more than ten Permits is not allowed a successive Permit at that site.
- (c) A Permit shall not be transferred to another party.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5, 92, and 670 California Streets and Highways Code.

### § 2642. Permit Application Process

- (a) The Permit Application process begins when a Program Application is received for a vacant site that does not have a waiting list or when a site with a waiting list is vacated. If a newly vacated site has a waiting list, the district coordinator has a maximum of ninety calendar days to issue a Permit Application for the site. District coordinators will not be held to the ninety day maximum if:
- (1) The site is no longer adoptable.
  - (2) The first waiting list applicant is no longer interested in participating.
  - (3) Where an updated Program Application is necessary, the first waiting list applicant does not return the Program Application by the deadline given.
- (b) The Permit Application process consists of the following seven steps:
- (1) The district coordinator checks to see if the site review on file is older than two years. If so, a new site review is ordered.
    - (A) If the site is classified as not adoptable, the applicant is notified.
  - (2) If the site is classified as adoptable, the district coordinator contacts the applicant to discuss adoption requirements. If the Program Application was submitted by a contractor, the district coordinator may contact the contractor.
  - (3) Once the applicant has confirmed interest in the adoption, the district coordinator sends the applicant one or more of the following documents. If the Program Application was submitted by a contractor, the district coordinator may send the documents to the contractor.



- (A) Permit Application(s) as defined in Section 2621 (y).
  - (B) Adopt-A-Highway Recognition Panel Design Guidelines as incorporated by reference in Section 2630 (b).
  - (C) Working with Contractors as incorporated by reference in Section 2635 (a)(1).
  - (D) Instructions for preparing plans and schedules as defined in Section 2621 (r).
  - (E) A list of documents to be returned, with a clearly stated deadline for their return. The list includes one or more of the following:
    1. Permit Application(s).
    2. Business name verification (if required but not previously submitted).
    3. Recognition panel design proof.
    4. Example of logo being used in a corporate document.
    5. Site plan or planting plan, work plan, and work schedule.
- (4) Upon receipt of the Permit Application, the district coordinator verifies that the hard-copy Permit Application was generated by Caltrans and that it is properly completed and signed.
- (A) The contractor for a sponsored adoption and the sponsor must sign and return separate Permit Applications. A contractor may prepare and mail required documents on behalf of a sponsor, but the sponsor must personally sign the Permit Application.
  - (B) A Permit Application may not be returned to Caltrans by facsimile transmission.
  - (C) When Caltrans implements an on-line Permit Application process, an applicant has the option to either submit a hard-copy Permit Application or to submit a Permit Application via the Program's Internet site.
- (5) The district coordinator verifies that all other requested documentation has been submitted and if necessary:
- (A) Forwards the adopter's required plan(s) and work schedule to a district landscape specialist for approval.
  - (B) Approves the submitted recognition panel design.



- (6) Once the Permit Application(s), the recognition panel design, and any required plans and schedules have been approved, the Permit Application(s) is deemed "complete." The district coordinator writes the date completed on the face of the Permit Application(s).
- (7) The district coordinator forwards the Permit Application(s) and all documents to be included in the Permit package to the district permit engineer within five calendar days of the date completed.
- (A) The district permit engineer must confirm that all documents are "complete," after which Caltrans has 55 calendar days to issue the Permit and mail a Permit package to the adopter. If a Permit is denied, the district permit engineer sends a denial letter to the applicant.
- (B) The appeal process for a denied Permit Application is described in Section 671.5 of the California Streets and Highways Code.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5, 92, 670, and 671.5, California Streets and Highways Code.

#### § 2643. Successive Permits

- (a) An adopter may apply for a successive Permit an unlimited number of times provided the adopter or the adopter's contractor has satisfactorily met the terms of the existing Permit and the site remains suitable for adoption. However, the issuance of a first Permit does not set precedent. Caltrans is under no obligation to grant a successive Permit.
- (1) If the adopter wishes to apply for a successive Permit, a notice of such intent shall be submitted to the district coordinator at least 30 calendar days prior to the expiration date of the Permit. The notice may be verbal or written; there is no form to submit.
- (2) As a courtesy, the district coordinator may initiate the successive Permit process by contacting the adopter or the sponsor's contractor.
- (b) A site review is performed near the end of each Permit period.
- (1) If the site remains adoptable, the district coordinator must communicate any resulting changes in work frequency or in work procedures to the adopter when the new Permit Application is sent.





- (2) If construction is scheduled for the area, the maintenance supervisor checks to see if any portion of the site will be excluded from the construction zone. If so, and it is safe and practical for the adopter to work in that portion, a new Permit Application, with modified beginning and ending points, is sent. If not, the entire site is classified as not adoptable.
- (3) If the site is no longer adoptable, the existing Permit is immediately canceled.
- (A) If a volunteer adopter's past performance was satisfactory, the adopter is given a displaced adopter status. If a volunteer adopter's past performance was unsatisfactory, no further action is taken.
- (B) If a contractor's past performance was satisfactory, the sponsor is given a displaced adopter status. If a contractor's past performance was unsatisfactory, the sponsor is still given a displaced adopter status, provided the sponsor hires a different contractor when a new site is adopted.
- (c) The district coordinator asks the maintenance supervisor if the volunteer adopter's or contractor's past performance was satisfactory.
- (1) A volunteer adopter who has not satisfactorily met Permit requirements is not issued a successive Permit.
- (2) A sponsor, whose contractor has not satisfactorily met Permit requirements, must hire a different contractor in order to apply for a successive Permit.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5, 92, and 670 California Streets and Highways Code.

## Article 11. Safety Orientation

### § 2644. Purpose and Scope of a Safety Orientation

- (a) A safety orientation is provided by Caltrans at a Caltrans facility to ensure that the group leader or the contractor's crew leader has received notice of the requirements set forth in the Permit package. Since information specific to a site is discussed, a separate safety orientation must be attended for each adoption site.
- (b) Safety orientations for volunteer adopters.
- (1) Items to be discussed are included on the Form MTCE-02 Adopt-A-Highway Safety Orientation Checklist for Volunteers (Rev. 07/09) which is incorporated by reference.



- (2) A volunteer adopter is issued safety training materials, safety gear, and if needed, litter pickers and litter bags at the conclusion of the safety orientation.
- (c) Safety orientations for contractors.
- (1) Items to be discussed are included on the Form MTCE-10 Safety Orientation Checklist for Adopt-A-Highway Contactors (Rev. 06/09), which is incorporated by reference.
- (2) A contractor makes arrangements with each district regarding distribution of litter bags.
- (3) If the contractor's Permit gives authorization to install or replace the site's recognition panel, the contractor is given a recognition panel installation order at the conclusion of the safety orientation. If the contractor does not already have a copy, the contractor is also given a handout titled Recognition Panel Installation by Adopt-A-Highway Service Contractors (Rev. 10/09) which is incorporated by reference. The handout describes conditions which must be satisfied before a contractor can install a recognition panel and explains required work procedures. The recognition panel installation order provides the following:
- (A) Authorization to remove the existing recognition panel and/or install a new recognition panel.
- (B) Instructions for disposing of the removed recognition panel(s).
- (C) A field for the contractor to sign upon completion of work.
- (D) Instructions for returning the signed installation order to Caltrans.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92 California Streets and Highways Code.

#### § 2645. Who Must Attend a Safety Orientation

- (a) It is the responsibility of the volunteer group leader or the contractor's crew leader to schedule the safety orientation. Contact information for the maintenance supervisor who will be conducting the safety orientation is included in the Permit package.
- (1) Volunteer adopters: Unless other arrangements are made with Caltrans, the primary contact listed on the Program Application is the presumed group leader and the alternate contact is the presumed alternate group leader. Both are mandated by Permit provisions to attend a safety orientation for each adopted site. Other members of the adopter's group may also attend.



- (2) Contractors: The contractor's crew leader is mandated by Permit provisions to attend a safety orientation for each of its sponsor's sites.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.

### § 2646. When a Safety Orientation is Required

- (a) New Permits: After a new Permit is issued, but before work can begin, a documented safety orientation must occur.
- (b) Change of leader during a Permit period: If a new group leader, alternate group leader, or contractor's crew leader is designated during the Permit period, the new leader must be given a safety orientation by a maintenance supervisor, not by the previous leader.
- (c) Change of leader at the beginning of a successive Permit period: A safety orientation is not required if the safety orientation form on file from the previous Permit is signed by the same group leaders or contractor's crew leader designated for the new Permit period. However, if either group leader or crew leader is new, a new safety orientation is required.
- (d) After construction resulting in a Permit's suspension: If conditions at the site have changed, a new safety orientation is required before the Permit's suspension is lifted.
- (e) At the request of a maintenance supervisor: The maintenance supervisor may request a corrective safety orientation at any time during the Permit period if a volunteer adopter or contractor is found to be in violation of Permit provisions.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.

## Article 12. Permit Period and Performance Monitoring

### § 2647. Permit Period

- (a) A Permit is issued for five years.
- (b) Permit provisions are subject to modification or abrogation by Caltrans at any time.
- (1) If the litter removal frequency specified on the adopter's Permit is not adequate to keep the site clean, the frequency may be increased. The district coordinator must notify the adopter of the increase at least 90 calendar days before the change becomes mandatory. The frequency may be increased only once during



the adopter's Permit period and that change must occur no earlier than two years from the Permit's start date.

- (2) If construction occurs in a portion of a site, the maintenance supervisor must decide if it is safe and practical for the adopter to work in the portion not under construction. If so, the beginning and/or ending points of the adoption site are modified. If not, the Permit is suspended.
- (c) An adopter may cancel its Permit at any time without consequence from Caltrans.
- (1) If a sponsor cancels its Permit, the contractor's Permit is no longer valid and must also be canceled.
  - (2) If a contractor cancels its Permit, the sponsor's Permit is still valid. The sponsor has 30 calendar days to decide whether to cancel its own Permit, hire a new contractor, or convert to a volunteer adoption.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5, 92, and 670, California Streets and Highways Code.

#### § 2648. Suspension of Permits Due to Construction

- (a) If an adopter's Permit is suspended because the site is under construction, an adopter in good standing is given two options:
  - (1) Give up the site and be placed on the waiting list with the "displaced adopter status" as described in Section 2640.
  - (2) Decline the option to be placed on the waiting list and wait until construction is completed.
- (b) When construction is complete, a new site review is performed.
  - (1) If the site remains adoptable, the Permit's suspension is lifted. If the Permit expired during construction, the adopter is given a new Permit Application to apply for a successive Permit.
  - (2) If the site is no longer adoptable, the suspended Permit is canceled and the adopter is notified.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.





## § 2649. Performance Monitoring

- (a) Performing work under a Permit constitutes acceptance by the adopter of all requirements listed in the Permit package. An adopter's performance is randomly monitored by the maintenance supervisor to ensure compliance with Permit provisions and to determine whether or not the quality of work performed is satisfactory.
- (1) Performance reviews for work quality must take place within one day of the actual work performed.
- (b) If a Permit violation or Caltrans policy violation occurs, the district shall take one of the following actions:
- (1) Issue an informal warning.
- (A) An informal warning is instructive in nature and is intended to correct work performance problems and encourage safe participation. A description of the violation(s) and any corrective action required are clearly communicated to the adopter and documented for future reference.
1. Volunteer adopters: The district coordinator or maintenance supervisor makes verbal contact with the volunteer adopter's primary contact to point out the violation(s).
  2. Sponsors: A sponsor is not contacted when its contractor receives an informal warning.
  3. Contractors: The district coordinator or maintenance supervisor makes verbal contact with the contractor's primary contact to point out the violation(s).
- (2) Issue a formal warning.
- (A) A formal warning is admonitory in nature and informs the adopter that a Permit can be revoked if the violation(s) continue. The maintenance supervisor informs the district coordinator of the violation(s).
1. Volunteer adopters: The district coordinator sends a warning letter to the adopter's primary contact identifying the violation(s) which occurred and, if necessary, sets a deadline by which the violation(s) must be corrected.
  2. Sponsors: The district coordinator sends a warning letter to the sponsor's primary contact identifying the violation(s) committed by the sponsor's contractor and, if necessary, sets a deadline by which the contractor must correct the violation(s).



3. Contractors: The district coordinator sends the contractor's primary contact a copy of the warning letter sent to the contractor's sponsor.
- (3) Revoke the Permit.
- (A) A Permit is revoked under the following conditions:
1. A Permit is revoked if a third formal warning is issued. The two prior formal warnings need not be for the same violation.
  2. Caltrans immediately revokes the Permit of volunteer adopter or contractor whose workers act with a deliberate disregard for their own safety, the safety of Caltrans employees, or the safety of the traveling public.
  3. Caltrans may immediately revoke the Permit of volunteer adopter or contractor whose workers violate Caltrans Policy as defined in Section 2621 (h).

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.

### § 2650. Steps Taken When a Permit is Revoked

- (a) Volunteer adopter's Permit is revoked.
- (1) Verbal notice: The district coordinator makes verbal contact with the volunteer adopter's primary contact and the date of verbal contact is documented. If the maintenance supervisor and the volunteer adopter's primary contact are at the adoption site when the violation occurs, the maintenance supervisor may give the verbal notice. The following information is given:
    - (A) The Permit or Caltrans policy violation(s) is identified.
    - (B) The adopter is advised that, effective immediately, it is no longer authorized to perform work at the adoption site.
    - (C) The adopter is informed that it will be sent a written notice of revocation.
    - (D) The adopter is informed of its right to appeal the revocation as described in Section 2652 (a)(1).
  - (2) Written notice: Within one week of the verbal notice, the district coordinator sends a revocation letter by certified mail to the volunteer adopter's primary contact. The information given during the verbal notice (Section 2650 (a)(1)) is repeated in the revocation letter.





(b) Contractor's Permit is revoked.

- (1) Verbal notice: The district coordinator makes verbal contact with the sponsor's primary contact and the contractor's primary contact. If the maintenance supervisor and the contractor's primary contact are at the adoption site when the violation occurs, the maintenance supervisor may give the verbal notice. The following information is given:
    - (A) The Permit or Caltrans policy violation(s) committed by the contractor is identified.
    - (B) The sponsor and the contractor are advised that, effective immediately, the contractor is no longer authorized to perform work at the adoption site.
    - (C) The sponsor and the contractor are informed that both will be sent a written notice of revocation of the contractor's Permit.
    - (D) The contractor is informed of its right to appeal the revocation as described Section 2652 (a)(1).
    - (E) The sponsor is informed that its Permit is still valid but that the sponsor's options are dependant on whether or not its contractor appeals the revocation. These options are listed in Section 2650 (c).
  - (2) Written notice: The district coordinator sends a letter by certified mail to the sponsor's primary contact. A copy of the letter is also sent by certified mail to the contractor's primary contact. The information given during the verbal notice (Section 2650 (b)(1)) is repeated in the revocation letter.
- (c) Options for sponsors whose contractor's Permit has been revoked.
- (1) If the sponsor's contractor does not submit a written appeal by the deadline established in Section 2652 (a)(1), the district coordinator makes verbal contact with the sponsor's primary contact. The sponsor is informed that it has 30 calendar days to hire another contractor, to voluntarily cancel its own Permit, or to convert to a volunteer adoption.
    - (A) If the sponsor does not make a decision by the deadline, the district coordinator sends a letter to the sponsor's primary contact by certified mail. The following information is given:
      1. The sponsor is informed that its Permit is revoked for failure to choose a participation option.
      2. The sponsor is informed of its right to appeal the revocation as described Section 2652 (a)(2).



(2) If the contractor submits a written appeal, the sponsor must wait until the contractor's appeal process is complete before taking action.

(A) If the decision to revoke the contractor's Permit is upheld, the district coordinator makes verbal contact with the sponsor's primary contact and explains the options listed in Section 2650 (c)(1).

(B) If the decision to revoke the contractor's Permit is reversed, the sponsor may continue the adoption using the same contractor.

(d) Sites vacated due to a revoked Permit.

(1) To allow time for an adopter to appeal the decision to revoke its Permit, the district coordinator keeps the affected adoption site vacant until the appeal deadline is past (30 calendar days after the adopter received the revocation letter).

(A) If no appeal is received by the deadline, the district coordinator may offer the adoption site to another party.

(B) If an appeal is received, the district coordinator keeps the adoption site vacant until the appeal process is complete.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.

### § 2651. Disqualification From Future Participation

(a) Volunteer adopters: A volunteer adopter whose Permit has been revoked for a Permit violation(s) cannot apply for another volunteer adoption. However, the volunteer adopter may apply for a sponsored adoption.

(b) Sponsors: If a sponsor's Permit is revoked for failure to choose a participation option by the deadline, the sponsor is not disqualified from future participation.

(c) Contractors: Depending on the violation(s), a contractor may have more than one Permit revoked.

(1) If the violation occurred at a single site, only the contractor's Permit for that site is revoked. The contractor will not be issued another Permit for that location, regardless of the sponsor.

(2) If a contractor has more than three Permits revoked in a single district, all of the contractor's Permits in that district are revoked and the contractor is disqualified from any future participation in that district. The contractor's name is removed from the contractor's list for that district only.



## (A) Verbal notice:

1. The district coordinator makes verbal contact with the contractor and each affected sponsor as described in Section 2650 (b)(1).
2. In addition, the district coordinator informs the contractor's primary contact that the contractor:
  - a. Is no longer authorized to perform work at any adoption site in the district.
  - b. Will be removed from the district's list of contractors.
  - c. May appeal its removal from the list as described Section 2652 (b).

## (B) Written notice:

1. The district coordinator sends a written notice to the contractor and each affected sponsor as described in Section 2650 (b)(2). The letters are sent by certified mail within two weeks of the verbal notice.
  2. In addition, the district coordinator sends a letter to the contractor's primary contact regarding its removal from the district's list of contractors. The letter is sent by certified mail within two weeks of the verbal notice. Information given during the district coordinator's verbal notice to the contractor (Section 2651(c)(2)(A)(2)) is repeated in the written notice.
- (3) If a contractor is disqualified from a second district, the contractor is permanently removed from the contractor's list for all districts. The contractor's existing Permits in other districts are not revoked if the contractor is meeting Permit provisions in those districts. However, no new or successive Permits are issued to that contractor in any district.

## (A) Verbal notice:

1. The district coordinator makes verbal contact with the contractor and each affected sponsor as described in Section 2650 (b)(1).
2. In addition, the statewide coordinator informs the contractor's primary contact that the contractor:
  - a. Is no longer authorized to perform work at any adoption site in the second district.
  - b. Will not be issued any new or successive Permits in any district.



- c. Is permanently removed from the contractor's list for all districts.
- d. May appeal its removal from the lists as described in Section 2652 (b).

(B) Written notice:

1. The district coordinator sends a written notice to the contractor and each affected sponsor as described in Section 2650 (b)(2). The letters are sent by certified mail within two weeks of the verbal notice.
2. In addition, the statewide coordinator sends a letter to the contractor's primary contact by certified mail within two weeks of the verbal notice. Information given during the statewide coordinator's verbal notice to the contractor regarding its removal from the contractor's lists for all districts (Section 2651 (c)(3)(A)(2)) is repeated in the written notice.

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.

## § 2652. Appeal Process

(a) Appeal process for revoked Permits.

- (1) Volunteer adopters and contractors: A volunteer adopter or contractor, who wishes to appeal the revocation of a Permit, may submit a written appeal by certified mail to the District Director within 30 calendar days of receipt of the revocation letter. The appeal must provide proof that the violation(s) did not occur.
- (2) Sponsors: A sponsor, whose Permit is revoked for failure to choose a participation option by the deadline, may submit a written appeal by certified mail to the District Director within 30 calendar days of receipt of the revocation letter. The appeal must provide good cause for missing the deadline.
- (3) Within 30 calendar days of receipt of the written appeal, the District Director must send a written reply that either confirms or reverses the decision to revoke the Permit.
  - (A) Volunteer adopters and sponsors: If the decision to revoke a Permit is reversed, the adopter is issued a new Permit for its former site.
  - (B) Contractors: If the decision to revoke a Permit is reversed, the contractor is issued a new Permit for its former site, provided that the sponsor wishes to continue using the contractor.





(b) Appeal process for removal from contractor's list.

- (1) A contractor, who wishes to appeal its removal from the contractor's list for a single district, may submit a written appeal by certified mail to the District Director within 30 calendar days of receipt of the revocation letter. The appeal must provide proof that the violation(s) did not occur.
- (2) A contractor, who wishes to appeal its removal from the contractor's list for all districts, may submit a written appeal by certified mail to the Caltrans Director within 30 calendar days of receipt of the revocation letter. The appeal must provide proof that the violation(s) did not occur.
- (3) Within 30 calendar days of receipt of the written appeal, the District Director, or the Caltrans Director, must send a written reply that either confirms or reverses the decision to remove a contractor from the contractor's list(s).
  - (A) If the decision to remove a contractor from the contractor's list(s) is reversed, the contractor is immediately reinstated to the list(s).

Authority cited: Section 91.5, California Streets and Highways Code.

Reference: Sections 91.5 and 92, California Streets and Highways Code.



**REFERENCE DOCUMENTS**

PROJECT NO. XXX XXXX

Pigeon Pass Interchange Adopt-a-Highway Program  
Freeway On/Off Ramp Weed and Litter Abatement

**PART 2**

**CALTRANS ADOPT-A-HIGHWAY PERMIT SPECIAL PROVISIONS**



1. **AUTHORITY:** The Department's authority to issue encroachment permits is provided under Division 1, Chapter 3, Articles 1 - 3, Section 660 to 734 of the Streets and Highways Code.
2. **REVOCATION/CANCELLATION:** This permit may be revoked by the Department for noncompliance with permit provisions or for failure of the permittee, or their representative to adhere to direction given by a Departmental representative. These provisions are subject to modification or abrogation at any time. This permit may be temporarily suspended due to construction or other State operations at, or within, the vicinity of the site.  
  
Permittee may cancel their permit at any time without consequence from the Department. Permittees using contractors are responsible for terminating those arrangements.
3. **ASSIGNMENT:** No parties other than the permittee, or permittee's authorized representative, are allowed to work under this permit.
4. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept these Adopt-A-Highway Permit Special Provisions and all attachments to this permit, for any work to be performed under this permit. It is understood and agreed by the permittee that performing work under this permit shall constitute acceptance.
5. **PERMITTEE RESPONSIBILITY:** No person shall enter the State's right of way to perform work until the Department's Maintenance Supervisor has given the permittee's group/crew leader a safety orientation, and, all participants have received safety training from the permittee's group/crew leader as described in items 20 and 24.  
  
It is the responsibility of the permittee to notify the District Adopt-A-Highway Coordinator of any change of permittee's address, phone number, or contact person.
6. **PLAN CHANGES:** Changes to plans, specifications, and permit provisions are not allowed without prior approval from the Department.
7. **AGE OF PARTICIPANTS:** No minors under the age of 16 are permitted to participate in the program. Minors, 16 and 17 years of age, may participate; however, there must be one adult supervisor for every five minors present at the work site. The adult supervisor must be at least 21 years old and must walk along with the group. Volunteer group leaders must be adults who are at least 21 years old.
8. **BEGINNING OF WORK:** Work authorized by this permit shall begin **after a safety orientation has been completed and within 30 calendar days from the date of issuance**, regardless of whether or not the permittee's Adopt-A-Highway courtesy sign(s) and/or recognition panel(s) have been installed. Work shall not be discontinued if the permittee's courtesy sign is damaged or stolen.
9. **ADVANCE NOTICE OF WORK:** Permittee must notify the Department's Maintenance Supervisor listed on Attachment A (Adopt-A-Highway Special Provisions) of their plans to work at least five days, but no more than one month, before the event.
10. **WORK DAYS AND HOURS:** Work must be performed during daylight hours. If weather (or other adverse circumstance) causes decreased visibility or a public hazard, work shall immediately be discontinued. Work shall not be conducted on, or within twenty-four hours preceding, the following holidays or holiday weekends: New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Cesar Chavez's Birthday, Easter, Memorial Day, Independence Day (July 4th), Labor Day, Veteran's Day, Thanksgiving and the day after, and Christmas. Unless specified, work is permitted the following a legal holiday or holiday weekend.
11. **PARTICIPATION IN STATEWIDE EVENTS:** Weather permitting, volunteer litter removal groups shall schedule work during "Great American Cleanup-California" (March-May) and "Califo Cleanup Day" (September) events in order to support Adopt Highway's participation in national and international cleanup events.
12. **CONFLICTING ENCROACHMENTS:** Permittee shall yield to all existing or of work to ongoing, prior authorized, work adjacent to or within limits of the project site.
13. **PERMIT AT WORK SITE:** Permittee shall keep the complete permit package (Adopt-A-Highway Encroachment Permit, Adopt Highway Permit Special Provisions, and if applicable, plans and work schedule) or a copy thereof, at the work site and show it upon request to any Department representative or law enforcement officer. If the permit package is not kept and made available at the work site, the work shall be suspended. In addition, a copy of the encroachment permit must be displayed in the windshield of each vehicle parked on the right of way. Vehicles without permits may receive traffic citations.
14. **PARKING AT THE WORK SITE:** Participant's personal vehicles shall not interfere with the free flow of traffic or pedestrians. Vehicles used to transport participants or materials may legally park on the right of way provided that they are located completely *off of pavement and a minimum of six feet from any traffic lane*. If this is possible, participants must walk to and from the site or, if the vehicle has a shoulder, participants can use a drop-off and pick-up arrangement.
15. **WORK PROCEDURES:** Work shall proceed in the direction of traffic. A posted safety lookout shall be used when fellow participants are unable to watch oncoming traffic.  
  
Work shall not be performed on or within six feet from any traffic lane or on median strips. Participants shall not walk or run across access-controlled highways (freeways), including on-ramps and ramps unless there are crosswalks. Participants shall not work on unstable or slippery ground, on slopes greater than approximately 40°, on bridges, in tunnels, or inside culverts. Unless excluded by aforementioned conditions, or entered on Attachment A, Work Procedures, litter removal and vegetation control shall be performed behind soundwalls.
16. **PUBLIC TRAFFIC CONTROL:** All forms of traffic control, including shoulder, lane, and ramp closures, signs, cones, vehicles, or any other traffic control device are prohibited under this permit.
17. **SAFETY EQUIPMENT:** It is required that all participants wear hard hats, safety vests, gloves, and protective eye wear while on the State's right of way. The Department will provide these and, if needed, litter pickers to volunteers free of charge. In addition, participants are required to wear long pants and substantial leather shoes or boots with ankle support. Any State-furnished, personal protective equipment, unused materials, and tools shall be returned upon termination of the permit.
18. **LITTER BAGS:** Participants shall use white, Adopt-A-Highway bags provided by the Department. Securely tied, filled bags must be placed at least six feet from the edge of traffic lanes and off of pavement shoulders. Bags must be placed in locations where they are not obstructing drainage and where Departmental maintenance forces can easily see them and safely retrieve them. Whenever possible, they

should be stacked together and/or placed 100 feet from structures. It is important for participants to leave their filled bags at the site so that the Department can verify that work frequencies are being met. Also, the monthly count of white bags collected, enables the Department to quantify the value of the Adopt-A-Highway Program. (Participants may take bags of recyclables home.)

19. **STORAGE OF EQUIPMENT AND MATERIALS:** Unless specified in the Permittee's planting and/or work plans, storage of equipment and materials (other than filled, Adopt-A-Highway litter bags) on the State right of way is not authorized under this permit.
20. **SAFETY PROCEDURES FOR VOLUNTEER GROUPS:**
- A. Designate group leaders.** Each permittee shall designate a group leader and an alternate group leader to represent the group. Unless otherwise notified, the Department considers the group leader to be the individual whose name appears on the attached encroachment permit.
- Unless otherwise notified, the Department considers the alternate group leader to be the individual named as the alternate contact on the Adopt-A-Highway Program Application.
- B. Attend a Caltrans safety orientation.** Both the group leader and the alternate group leader shall schedule and attend a safety orientation given by the Department's Maintenance Supervisor. The "Adopt-A-Highway Safety Orientation Checklist for Volunteers" will be reviewed, signed, and copies given to the group leaders.
- C. Obtain safety equipment:** Safety equipment and a copy of the Adopt-A-Highway safety video shall be issued during the Caltrans safety orientation. Participants who need them will also receive Adopt-A-Highway litter bags and litter pickers. Additional safety equipment and litter bags may be obtained as needed throughout the permit period from the Department's Maintenance Supervisor.
- D. Provide safety training to all group members.** The group leader or alternate group leader shall then provide safety training for all participants before they attend a work event. The encroachment permit and special provisions shall be explained and part two of the Adopt-A-Highway safety video must be viewed.
- E. Conduct safety reviews before each work event.** The group leader or alternate group leader shall conduct a brief, off-site safety review each time the group goes out to work. The "Safety Requirements for Participants" and the "Bag It, Move It, or Leave It?" handouts shall be reviewed. The group leader or alternate group leader shall ensure that all participants are equipped with safety gear and that minors will be adequately supervised. The group leader or alternate group leader must participate in the work event.
- F. Provide annual safety training.** The group leader or alternate group leader shall hold an annual safety training refresher for all participants. Once again, the encroachment permit and special provisions shall be explained and part two of the Adopt-A-Highway safety video viewed.
- G. Report Injuries, Accidents, and Incidents.** The following occurrences shall be reported to the District Adopt-A-Highway Coordinator by the next business day: injuries resulting in an individual seeking medical treatment, vehicular damage resulting in an insurance claim and/or police report, and incidents where the California Highway Patrol was contacted.
- H. Report changes in contact information or leadership to District Adopt-A-Highway Coordinator.** New group leader appointed during the permit period, must make arrangements attend a safety orientation given by the Department's Maintenance Supervisor, not the permittee's previous group leader
21. **ADOPT-A-HIGHWAY SIGNS:** The Department shall furnish, install, and maintain an Adopt-A-Highway courtesy sign(s) and standard recognition panel(s) at the adoption site in recognition of the Permittee's contribution. Standard recognition panels shall display the Permittee's name in black, block letters on a white background. Permittees may furnish a customized, recognition panel(s) at their own expense. Specifications for the recognition panel's wording, size, color, type style, placement, and any subsequent modifications shall be solely determined and approved by the Department. (Note: "Sp Wildflower and Supplemental Litter Removal adoptions do not meet minimum requirements for a courtesy sign.) **Neither the Adopt-A-Highway Program nor its courtesy signs are intended to provide a forum for advertisement, solocitation, or public discourse.**
22. **WHEN AN ADOPT-A-HIGHWAY CONTRACTOR IS UTILIZED:** Individuals, organizations, and businesses may adopt segments of highway and have the required adoption work performed by a professional business through contract or agreement. Contractors must submit a separate Adopt-A-Highway Permit Application and will be issued a "double permit." Only contractors that have been pre-approved by the Department may be utilized. In order to receive Departmental approval, contractors must submit and maintain the following documents:
- A. Liability Insurance:** Contractors with employees shall maintain \$1,000,000 of general liability insurance for each occurrence, plus \$2,000,000 of excess liability insurance (total \$3,000,000). Contractors who do not utilize paid employees shall maintain \$1,000,000 in general liability insurance for each occurrence; no excess liability insurance is required. All certificates of liability insurance shall name the State of California Department of Transportation as additional insured.
- B. Vehicular insurance,** in the minimum amount of one million dollars, is required of all contractors.
- C. Worker's compensation insurance,** in the minimum amount of one million dollars, is required for contractors who employ persons to perform work authorized under this permit.
- D. Professional licensing** as required by the California Contractors State License Board and/or the California Department of Pesticide Regulation to perform work authorized under this permit. **Subcontracting is not permitted under the Adopt-A-Highway Program.**
- E. County and/or city business licenses** as required by local governments to perform work authorized under this permit.
- Contractors are required to provide a minimum notice of 30 days to the Department's District Adopt-A-Highway Coordinator or Statewide Adopt-A-Highway Coordinator before any reduction in coverage and/or cancellation of coverage becomes effective.
23. **INSTALLATION OF RECOGNITION PANELS BY ADOPT-A-HIGHWAY CONTRACTORS:** Adopt-A-Highway contractors shall install recognition panels at specific locations if the work is authorized on page one of the attached Encroachment Permit (Adopt-A-Highway) and they have received an Adopt-A-Highway Service Contractor Recognition Panel Installation Order.

**ADOPT-A-HIGHWAY PERMIT SPECIAL PROVISIONS**

TR-0156 (Rev. 09/2009)

**24. SAFETY PROCEDURES FOR ADOPT-A-HIGHWAY CONTRACTORS:**

- A. **Attend a Caltrans safety orientation.** Adopt-A-Highway contractors shall abide by safety requirements set forth by California Occupational Safety and Health Administration (Cal-OSHA). In addition, the contractor's crew leader must schedule and attend a safety orientation given by the Department's Maintenance Supervisor. The "Safety Orientation Checklist for Adopt-A-Highway Contractors" will be reviewed, signed, and a copy given to the crew leader.
- B. **Report Injuries, Accidents, and Incidents.** The following occurrences shall be reported to the District Adopt-A-Highway Coordinator by the next business day. Injuries resulting in an individual seeking medical treatment, vehicular damage resulting in an insurance claim and/or police report, and incidents where the California Highway Patrol was contacted.
- C. **Contractor's crew must carry an identification card.** The card must list the employee's name, the name of the Adopt-A-Highway contractor, and a phone number where the crew leader can be reached during working hours.

**25. PERMITS FROM OTHER AGENCIES:** This permit is invalid if the permittee has not obtained all permits necessary and required by law, from Cal-OSHA, the Public Utilities Commission of the State of California (PUC), the California Contractors State License Board, the California Department of Pesticide Regulation, or any other public agency having jurisdiction.

**26. COST OF WORK:** Unless stated in the permit, or a separate written agreement, the permittee shall bear all costs incurred for work within the State right of way and waives all claims for indemnification or contribution from the State.

**27. LABOR CODE COMPLIANCE - PREVAILING WAGES:** If the scope of work granted under this Adopt-A-Highway permit is performed under a contract between the permittee/adopter and a contractor, and falls within the parameters of the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, repair or maintenance. The permittee/adopter herein agrees to require its contractor to conform to the provisions of Labor Code sections 1720 through 1815, all applicable regulations and coverage determinations issued by the Department of Industrial Relations. Adopt-A-Highway adopters agree to include prevailing wage requirements in any service contract for public work. Work performed by Adopt-A-Highway adopter's own forces or persons working voluntarily without compensation are exempt from the Labor Code's prevailing wage requirements.

**28. UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code Section 4216 et. seq., including, but not limited to, notice to a regional notification center, such as Underground Service Alert (USA). The permittee shall provide notification at least 48 hours before performing any excavation work within the right of way.

**29. ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are revealed in the work vicinity, the permittee shall immediately stop work and notify the Department's Maintenance Supervisor.

**30. DURATION OF PERMIT:** Unless otherwise specified, this permit is valid for five calendar years from the date of issuance. Permittees may apply for additional five-year permits, provided that the permittee and/or the permittee's contractor have satisfactorily met

the terms of the existing permit and the site remains suitable adoption. If the permittee wishes to reapply, a notice of such intent shall be submitted to the District Adopt-A-Highway Coordinator at least 30 days prior to the expiration date of this permit.

**31. NO PRECEDENT ESTABLISHED:** This permit is issued with the understanding that it does not establish a precedent.

**32. RESPONSIBILITY FOR DAMAGE:** The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property arising out of work, or other activity permitted and done by the permittee under a permit, arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit.

The permittee shall indemnify and save harmless the State of California, all officers, employees, and State's contractors, thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit, except otherwise provided by statute.

The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the State, its officers, employees, and State contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers, employees, and State's contractors, from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee, or persons acting on behalf of the permittee.

For the purpose of this section, "State's contractors" shall include all contractors and their subcontractors under contract to the State of California performing work within the limits of this permit.

CITY OF MORENO VALLEY  
Project No. XXX XXXX

**REFERENCE DOCUMENTS**

PROJECT NO. XXX XXXX

Pigeon Pass Interchange Adopt-a-Highway Program  
Freeway On/Off Ramp Weed and Litter Abatement

**PART 3**

**CALTRANS ADOPT-A-HIGHWAY SAFETY REQUIREMENTS**

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)





ADOPT-A-HIGHWAY

## Safety Requirements for Participants: "C R E W P L A N S"

**Contact Caltrans.** Notify your Maintenance field representative of your plans to work at least five days, but no more than one month, before the event. If State construction or maintenance activities have been scheduled at your adoption site on that same day, you will not be permitted to work.

**Review safety procedures.** Review these "Safety Requirements for Participants" and the "Bag It, Move It, or Leave It?" instructions with all participants at an off-site location prior to each work event.

**Evaluate weather conditions.** Work must be performed during daylight hours. Do not work, or discontinue working, if weather (or other adverse circumstance) decreases visibility or causes a public hazard.

**Wear your safety gear.** It is required that participants wear safety vests, hard hats, gloves, protective eye wear, long pants and substantial leather shoes or boots with ankle support. Light-colored clothing and long-sleeved shirts are recommended. Put on your safety gear before travelling to your site and do not take it off until you have left the roadside.

**Park in a safe place.** Please carpool. Vehicles must park completely off of paved areas and be at least six feet from any traffic lane. If this is not possible and your site has a shoulder, then use a drop-off and pick-up arrangement instead. Or, enter and exit your site on foot from locations that allow you to face oncoming traffic. If in doubt about the safest way to access your site, please contact your Maintenance field representative for advice.

**Look out for danger and look out for each other.** Always work facing oncoming traffic. Use a safety lookout when fellow workers are unable to see oncoming traffic. Watch your footing and be alert for snakes, stinging insects, and poisonous plants. If your encroachment permit authorizes minors to participate, you must have at least one adult supervisor over the age of 21 at the site for every five minors present. Do not work alone.

**Alert the California Highway Patrol (call 911) if you find an extremely hazardous item.** Identify all objects before touching them and handle found items according to the procedures outlined in the "Bag It, Move It, or Leave It" instructions.

**Never risk injury.** Work shall not be performed on median strips. Stay completely off of paved areas and always remain at least six feet from any traffic lane; this includes crossing freeway on-ramps and off-ramps. Use extreme caution when crossing conventional, two-lane highways; plan to use crosswalks and signals where available. Do not work on unstable or slippery ground, on bridges, in tunnels, or in drainage facilities. Avoid behaviors that will distract motorists; this includes working in groups of more than three or four persons. Drink plenty of water. Use tools to help prevent over exertion. For example, litter removal groups should use litter pickers instead of bending to pickup litter and graffiti removal groups should use rollers instead of brushes to paint large areas.

**Stack your bags.** Do not overload or compact litter bags and be sure to tie them securely closed. Whenever possible stack several filled bags together. Place bags completely off of paved areas and at least six feet from any traffic lane. Make sure that the bags are located where Caltrans maintenance crews can easily see them and safely retrieve them.

**ADDITIONAL REQUIREMENTS:** 1) No person shall enter the State's right of way to perform work until a Caltrans representative has given the permittee's safety leader a safety orientation, and, all participants have received safety training from that safety leader. 2) A complete encroachment permit "package" (encroachment permit, special provisions, and any plans and schedules) must be present at the site. In addition, a copy of the encroachment permit must be displayed on the dashboard of each vehicle parked on the State's right of way. 3) Work shall not be conducted on, or within twenty-four hours preceding, holidays or holiday weekends. Refer to your Encroachment Permit Special Provisions for a listing of holidays and possible additional work restrictions specific to your adoption site.

**REFERENCE DOCUMENTS**

PROJECT NO. XXX XXXX

Pigeon Pass Interchange Adopt-a-Highway Program  
Freeway On/Off Ramp Weed and Litter Abatement

**PART 4**

**CALTRANS ADOPT-A-HIGHWAY VEGETATION CONTROL PLAN AND  
WORK SCHEDULE**





## ADOPT-A-HIGHWAY

## Preparing a Vegetation Control Site Plan and Work Schedule

Applicants must develop and submit a site plan, a work plan, and a work schedule to the District Adopt-A-Highway (AAH) Coordinator. It is strongly recommended that adopters consult with a Caltrans Landscape Specialist or Architect before preparing these documents. AAH Permits will not be issued until these documents are received and approved. All costs incurred for adoption activities, including materials, equipment rental, and labor charges are the sole responsibility of the adopter. If available, Caltrans may provide base plans of the proposed adoption area for reference purposes.

### 1. Site Plan

A site plan (or map) illustrates the location of the adoption site within the highway right of way. If the proposed location requires further clarification, a written description should be included. The plan must comply with the following guidelines:

#### Proposed Location

- Vegetation control sites must cover approximately five acres (net) or two miles of highway roadside.
- Vegetation control may not be performed within six feet of a traffic lane.
- Vegetation control may not be performed on slopes steeper than approximately 40°.
- Vegetation control activities must be performed adjacent to fences, drainage facilities, and other structures.
- Unless the District AAH Coordinator indicates otherwise, vegetation control activities must be performed behind any sound walls at the site.

### 2. Work Plan

Your work plan must describe the vegetation control operations to be performed. Any assistance to be provided by Caltrans (i.e., disposal of debris) must be included in the work plan.

- Describe of the type of vegetation to be controlled.

**Note:** Trees or shrubs equal to, or greater than, 15 feet in height may not be pruned by adopters.

- Describe control method(s) to be used. Methods should take into account the type and density of weeds, soil conditions, and slopes. Typically, vegetation control activities include one or more of the following tasks: hand-pulling, hoeing, pruning, mowing, weed-whipping, mulching, and/or herbicide application.
- Litter removal prior to vegetation control activity is required.
- Describe how any resulting vegetation debris and/or litter will be removed from the site.

- **Use of Mulch:** Mulch must be applied to provide a four- to six-inch layer. Mulch should not be placed in drainage facilities or within one-foot of the trunks of existing trees and shrubs. If you plan to use mulch, please obtain a copy of the *Instructions for Using Mulch* handout from your District AAH Coordinator before proceeding.
- **Use of Herbicides:** If your work plan includes the use of herbicides, please request a copy of the *Working With Contractors* or the *Caltrans Licensing Requirements for Adopt-A-Highway Volunteers Using Herbicides* handout from your District AAH Coordinator before preparing your plan. Only Caltrans-approved herbicides may be used on the State right of way.
- **Use of Motorized Equipment:** It is recommended that only AAH service contractors be permitted to use motorized equipment to perform adoption tasks. However, at the discretion of Districts, volunteers who routinely perform landscape maintenance tasks in a professional capacity, may be permitted to use motorized equipment.
- **Use of Contractors:** If your group intends to hire an AAH service contractor to perform any portion of your adoption work, please obtain a copy of the *Working With Contractors* handout from your District AAH Coordinator before proceeding.

### 3. Work Schedule for Vegetation Control Activities

A proposed, five-year work schedule must be submitted along with the vegetation control plan and work plan. Statewide guidelines require that you provide vegetation control a minimum of two times a year. However, you may be required to work more often if necessary to keep the area in a neat and clean condition. Please obtain the vegetation control frequency for your site from your District AAH Coordinator before preparing your work schedule. Plan to control weeds before they reach six inches in height or before they produce seeds. In order to avoid accidentally starting a fire, do not plan to use power equipment for weed control during periods when weeds and brush are dry.

**Note:** Changes to a work schedule once a permit has been issued must be approved by the District AAH Coordinator in consultation with the Maintenance Supervisor of the area where the site is located and a Caltrans Landscape Specialist or Architect.

### 4. Requirements for Renewing Vegetation Control Adoptions

Near the end of your encroachment permit period, your adoption site will be reviewed by a District Maintenance Supervisor and a District Landscape Specialist. If changes in adoption requirements are recommended (i.e. increased work frequency), the District AAH Coordinator will communicate these to you.

Groups who wish apply for another five-year encroachment permit must provide a new or amended vegetation control plan and/or work plan to reflect any changes. If there are no changes, copies of existing plans may be submitted along with the application.

Whether or not there have been any changes in the adoption requirements, all groups who reapply must provide a revised work schedule for the new encroachment permit period.

CITY OF MORENO VALLEY  
Project No. XXX XXXX

**REFERENCE DOCUMENTS**

PROJECT NO. XXX XXXX

Pigeon Pass Interchange Adopt-a-Highway Program  
Freeway On/Off Ramp Weed and Litter Abatement

**PART 5**

**CALTRANS ROADSIDE LITTER HANDLING INSTRUCTIONS**

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)



ADOPT-A-HIGHWAY

# Bag It, Move It, or Leave It?

## Adopt-A-Highway Instructions for Handling Roadside Litter

### BAG IT

**1. These items may be placed in a bag.**

- A. Small items made of paper, cardboard, plastic, styrofoam, wood, rubber, glass, or metal provided that the item does not have sharp edges.
- B. Small, empty containers provided that the item does not have sharp edges.

Adopt-A-Highway participants are encouraged to redeem recyclable items.

### MOVE IT

**1. These items should be placed alongside your stacked bags at the edge of the shoulder.**

- A. Items with dull, pointed edges that might tear a bag.
- B. Large items that would prevent a bag from being properly tied closed.
- C. Heavy items that could tear a bag, provided that the item can be moved without causing physical injury.
- D. Containers that are not empty *if* the contents won't spill when moved *and* you can identify the product as one that is not hazardous. If you suspect that an item contains urine, do not move it.

**If in doubt, leave the item alone!**

### LEAVE IT

**1. These items should be left where found without taking further action.**

- A. Sharp, large, or heavy items that could cause physical injury if moved.
- B. Any item in an unsafe location (within six feet of a traffic lane, on unstable ground, etc.).

**2. Report these items to the Caltrans representative listed in your Encroachment Permit that day, or on the next working day, during normal business hours. You may leave a voice message.**

- A. Items you are not permitted to bag or move that will not be easily visible to the Caltrans crew collecting your filled bags. (If possible, place a filled bag near to the item to mark its location.)
- B. Securely closed items containing hazardous substances.\*

**3. Report these items to the Caltrans representative listed in your Encroachment Permit that same day. If you are unable to speak directly to a Caltrans employee, call 911 to report the item.**

- A. Any item that you cannot identify and suspect may be hazardous.
- B. Unclosed or leaking items containing hazardous substances.\*

**4. Call 911 if you find the following kinds of items. If you do not have access to a cell phone or call box, then someone other than your group's safety leader, must leave the site to make the call. Then, unless advised to leave the area, the safety leader must stay at the site until a California Highway Patrol officer (or a Caltrans representative) arrives.**

- A. Items with hazardous material labels.\*
- B. Items that could pose an immediate danger.\*
- C. Items that could be crime-scene evidence.\*

**Keep a safe distance away from the item and do not disturb it in any way!**

*\*See back for examples.*

**If an item you find has a strong odor, leave the area immediately and call the appropriate authority.**

## Items of Concern

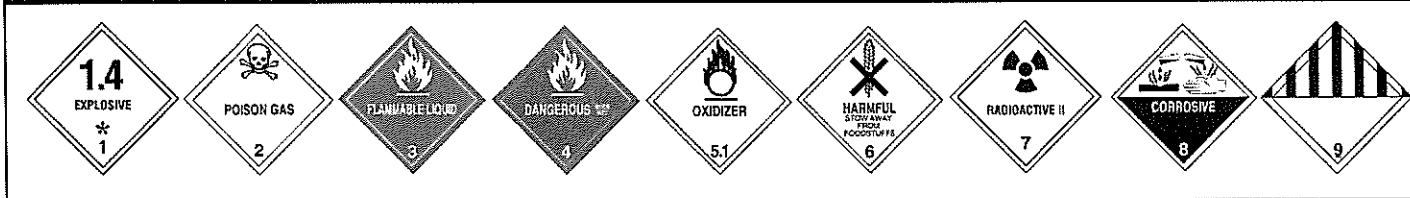
ITEM	LEAVE IT	LEAVE IT AND CALL CALTRANS DURING BUSINESS HOURS**	LEAVE IT AND CALL CALTRANS THAT DAY**	LEAVE IT AND CALL 911 IMMEDIATELY***
<b>Miscellaneous Items</b>				
Broken glass	X			
Any item that you cannot identify and suspect may be hazardous			X	
<b>Hazardous Substances</b>				
Spills of liquid or powdery substances			X	
Fuels		X if securely contained	X if open or leaking	
Motor oils, transmission fluids, petroleum products		X if securely contained	X if open or leaking	
Antifreeze		X if securely contained	X if open or leaking	
Batteries		X if securely contained	X if open or leaking	
Flares		X		
Paints		X if securely contained	X if open or leaking	
Aerosol cans (that are not empty)		X		
Human urine, feces, bloody waste (gauze, etc.)		X if securely contained	X if open or leaking	
Syringes, labeled medicines (aspirin, prescription drugs, etc.)		X		
Animal carcasses		X		
<b>Extremely Hazardous Items /Possible Crime-Scene Evidence</b>				
Bloody items that may be crime-scene evidence				X
Explosives, possible bombs (capped pipes, wrapped packages, etc.)				X
Weapons (guns, knives, etc.), unspent ammunition				X
Items with hazardous material labels (see examples below)				X
Unlabeled medicines, marijuana, drug paraphernalia				X
Animals that may have been poached				X

\* Report these items to the Caltrans representative listed in your Encroachment Permit that day, or on the next working day, during normal business hours. You may leave a voice message.

\*\* Report these items to the Caltrans representative listed in your Encroachment Permit on that day. If you are unable to speak directly to a Caltrans employee, call 911 to report the item (see instructions below).

\*\*\* If you do not have access to a cell phone or call box, then someone other your group's safety leader, must leave the site to make the call. Then, unless advised to leave the area, the safety leader must stay at the site until a California Highway Patrol officer (or a Caltrans representative) arrives. Keep a safe distance away from the item and do not disturb it in any way! Report the incident to your District Adopt-A-Highway Coordinator on the next business day.

### A Few Examples of Hazardous Materials Labels



**Caltrans Representative to Call if You Find Hazardous Substances**

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Attachment: AAH - LSRA Draft Agreement (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)



RESOLUTION NO. 2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AND AUTHORIZING EXECUTION OF CALTRANS ADOPT-A-HIGHWAY PROGRAM AGREEMENTS, AMENDMENTS AND ASSOCIATED DOCUMENTS, WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND CONTRACTED SPONSORS, UPON APPROVAL OF THE CITY ATTORNEY

WHEREAS, the City of Moreno Valley is eligible to sponsor freeway interchanges for weed and litter abatement, through the California Department of Transportation (Caltrans) Adopt-a-Highway Program; and

WHEREAS, agreements, amendments, encroachment permits, and associated documents need to be executed with the California Department of Transportation and Contracted Sponsors before freeway interchanges may be sponsored by the City;

WHEREAS, the City of Moreno Valley wishes to delegate authorization to execute these agreements, amendments, encroachment permits, and associated documents thereto;

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

It does hereby authorize the City Manager to execute agreements, amendments, encroachment permits, and associated documents with the California Department of Transportation and Contracted Sponsors for the Adopt-a-Highway Program, up to \$175,000 per project, per year, dependent upon the availability of funds in the City Council approved budget, and in accordance with Purchasing policies and applicable regulations.

Attachment: Resolution 2018-XX (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)



APPROVED AND ADOPTED this 2<sup>nd</sup> day of October, 2017.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Attachment: Resolution 2018-XX (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

2  
Resolution No. 2018-XX  
Date Adopted: October 2, 2018

**RESOLUTION JURAT**

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2018-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 2<sup>nd</sup> day of October, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

Attachment: Resolution 2018-XX (3269 : APPROVE CALTRANS ADOPT-A-HIGHWAY AGREEMENT)

Resolution No. 2018-XX<sup>3</sup>  
Date Adopted: October 2, 2018