AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR HEACOCK STREET SOUTH EXTENSION PROJECT NO. 801 0010

This Agreement (hereinafter, this "Agreement") is made and entered into this ______ day of ______ 2024 ("Effective Date"), by and between the City of Moreno Valley, a municipal corporation in the County of Riverside, State of California, hereinafter referred to as the "City," and ______ Mark Thomas & Company, Inc. ____, a California corporation, hereinafter referred to as "Consultant."

RECITALS

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

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

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

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

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

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

DESCRIPTION OF PROJECT

The Project is described as <u>HEACOCK STREET SOUTH EXTENSION</u>. Project No. <u>801 0010</u>.

SCOPE OF SERVICES

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

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

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Notto-Exceed" fee of \$<u>894,547.00</u> in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

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

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "B" 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 <u>December 31, 2026</u>, 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 the prior approval of the City.

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

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

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

14. Indemnification.

a. Design Professional Services. To the fullest extent permitted by law, including but not limited to Civil Code Section 2782.8, in performing "design professional services" as defined in Section 2782.8, the Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority (MVHA), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent, reckless, or willful misconduct in the performance of or failure to perform the work or other obligations of the Consultant under this RFP and/or related Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence, active negligence, or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees; and does not apply to any passive negligence of City unless caused at least in part by Consultant.

b. Non-Design Professional Services. For all non-design professional services, Consultant shall indemnify, defend, and save the City, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority (MVHA), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any

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

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

d. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, Consultant shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.

15. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of Consultant as an independent Consultant of City and agents and employees of Consultant, and not as agents or employees of City. Consultant and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find

that persons providing services pursuant to this Agreement are employees of City and should be registered with the CaIPERS as employees of City.

16. CalPERS Retiree Disclosure. Consultant hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Consultant who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by Consultant to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.

Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, Consultant shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either Consultant or City files an appeal or court challenge, Consultant and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

This section shall survive termination or expiration of this Agreement.

17. Insurance.

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

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subconsultant fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments

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

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

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

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subconsultant to provide insurance protection in favor of City and each of its officers, officials, employees, agents and

volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subconsultant.

18. 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.

19. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California. Consultant and all of Consultant's subcontractors, if any, shall pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code ("Labor Code"), the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the California Department of Industrial Relations' Internet website at http://www.dir.ca.gov/dlsr/PWD/index.htm and are on file at City Hall, as provided in Section 1773.2 of the Labor Code. Said rates shall be posted at the Project site where work is to be performed, in accordance with Labor Code Section 1773.2. Consultant shall access a copy of the wage rate determination and shall make all subcontractors, if any, aware of the

determination. As the wage determination for each craft reflects an expiration date, it shall be the Consultant's responsibility to ensure that the prevailing wage rates of concern are current and paid. Subject to the safe harbor provisions of Labor Code Section 1775, Consultant shall forfeit to the City an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, as set by the Labor Commissioner in accordance with the terms of Labor Code section 1775, for each laborer, workmen or mechanics employed that is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1781 inclusive. Consultant and any and all or its subcontractors shall forfeit to the City twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code. In the event the total cost of the Project is thirty thousand dollars (\$30,000.00) or more, Consultant shall further comply with provisions set forth in Labor Code Section 1777.5 pertaining to employment of properly registered apprentices, including without limitation the obligation to (i) pay employed apprentices the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of craft or trade to which he or she is registered; (ii) employ apprentices in at least the ratio as set forth in said section; (iii) submit contract award information to an applicable apprenticeship program; and (iv) contribute to California Apprenticeship Council.

Consultant and all subcontractors hired to perform any work under the Project shall keep accurate payroll records, including the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per

diem wages paid to each worker, in accordance with Section 1776 of the Labor Code. Payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") or in a manner containing the same information as the forms provided by the DLSE. Failure to comply with the above may result in monetary penalties to the Consultant or affected subcontractor. Payroll records shall be verified by written declaration made under penalty of perjury, that the information contained in the records is true and correct. Consultant and any and all subcontractors shall make a certified copy of all payroll records available for inspection by DLSE, the City or any member of the public and otherwise provide certified copies of such records to any of the foregoing within ten (10) days of Consultant's and subcontractor's receipt of written request therefor. Failure to comply with the above may result in monetary penalties, in accordance with Labor Code Section 1776(d) and (h).

Notwithstanding anything else to the contrary, Consultant hereby acknowledges that all contractors and subcontractors must be registered with the Department of Industrial Relations ("Department") pursuant to Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract, including this Agreement, that is subject to the payment of prevailing wages. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In accordance with Section 3700 of the Labor Code, Consultant must secure payment of compensation to all Consultant's employees. Consultant represents and warrants that Consultant is registered with the Department in the manner prescribed by the Department and has paid the requisite application fee, as required by Labor Code Section 1725.5. Moreover, prior to Consultant entering into any contracts with any subcontractor, Consultant shall obtain proof that all such subcontractors have also registered with the Department in accordance with Section 1725.5.

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

21. (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 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. (a) Consultant shall comply, and require its subconsultants to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subconsultant that, after a due diligent inquiry, Consultant shall take, and require its subconsultants to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

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

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

(d) Neither Consultant, nor any of Consultant's subconsultants performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform

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

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

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

28. 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.

29. 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.

30. Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of

executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Initials

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

31. The Consultant shall comply with the supplementary Federal provisions described on Exhibit F (Supplemental General Conditions) and Exhibit G (Caltrans Supplementary Conditions) attached hereto and incorporated by this reference.

SIGNATURE PAGE FOLLOWS

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

	City of Moreno Valley	Mark Thomas & Company, Inc.	
BY:	Mike Lee, City Manager		
	Date	TITLE:	(President or Vice President)
	INTERNAL USE ONLY	-	Date
A	PPROVED AS TO LEGAL FORM:	BY:	
-	City Attorney		(Corporate Secretary)
-	Date		(Corporate Secretary)
R	ECOMMENDED FOR APPROVAL:	-	Date
-	Public Works Director/City Engineer		
-	Date		

Enclosures: Exhibit "A" – City Scope of Services Exhibit "B" – Consultant Proposal Exhibit "C" – City Services Exhibit "D" – Terms of Payment Exhibit "E" – Insurance Requirements

EXHIBIT "A"

CITY SCOPE OF SERVICES

Exhibit "A"

REQUEST FOR PROPOSAL

2024-008

HEACOCK STREET SOUTH EXTENSION (CITY PROJECT NO. 801 0010)

City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552



RELEASE DATE: April 25, 2024 DEADLINE FOR QUESTIONS: May 16, 2024 RESPONSE DEADLINE: May 27, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO: https://secure.procurenow.com/portal/morenovalley

City of Moreno Valley REQUEST FOR PROPOSAL

HEACOCK STREET SOUTH EXTENSION (City Project No. 801 0010)

1.	NOTICE TO BIDDERS
2.	PROJECT DESCRIPTION
3.	GENERAL INFORMATION
4.	PROPOSAL CONTENT
5.	PROSPECTIVE BIDDER QUALIFICATIONS
6.	SUBMISSION OF PROPOSALS
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8.	AWARD
9.	SPECIAL TERMS AND CONDITIONS
10	.SCOPE OF SERVICES
11	.LABOR LAWS, PREVAILING WAGES
12	.Vendor Questionnaire

Attachments:

- A Attachment A Location Map Heacock Street
- B Attachment B Heacock CIP Form
- C Attachment C Non-Collusion Declaration

D - Attachment D - Sample Consultant Agreement for Project Specific Services 801 0010

- E Attachment E Exhibit 10-O1 Consultant Proposal DBE Commitment
- F Attachment F Exhibit 10-Q Disclosure of Lobbying Activities

1. NOTICE TO BIDDERS

1.1. <u>Summary</u>

The City of Moreno Valley desires to widen Heacock Street to the full street width per City Standards for Arterial Streets from San Michele Road to Harley Knox Drive Boulevard and provide other ultimate street improvements including but not limited to: the full pavement structural section, street lights, sidewalks, curb & gutter, ADA Ramps to current approved standards, storm drain culverts, traffic control devices (if required), pavement markings and striping. The CIP sheet showing the project location, limits, and budgeted amounts is included with this RFP. Preliminary engineering, conceptual design, and an alignment analysis, have been started (35%); however, the work to date must be reviewed and updated. Qualified firms are hereby invited to submit a proposal for providing professional consultant design services including but not limited to survey; ROW investigation and acquisition; Environmental analysis, report, and clearance; utility coordination (location, relocation, and/or protect in place); coordination with affected agencies as required for the roadway design/alignment (RCFC&WCD, March Air Reserve Base/JPA, City of Perris, etc.); Plans, Specification, and Construction Cost Estimate (PS&E); street structural section design (including Geotech); street drainage analysis and design; street light design (if needed); coordination with other agencies including local Tribal consultations on behalf of the City; and provide bidding support and design services during project construction. The selected consultants could be retained to serve the City throughout the design, bidding, and construction process.

You are hereby invited to submit a proposal for providing professional consultant design services including but not limited to survey; ROW investigation and acquisition; Environmental analysis, report, and clearance; utility coordination (location, relocation, and/or protect in place); coordination with affected agencies as required for the roadway design/alignment (RCFC&WCD, March Air Reserve Base/JPA, City of Perris, etc.); Plans, Specification, and Construction Cost Estimate (PS&E); street structural section design (including Geotech); street drainage analysis and design; street light design (if needed); coordination with other agencies including local Tribal consultations on behalf of the City; and provide bidding support and design services during project construction. The selected consultants could be retained to serve the City throughout the design, bidding, and construction process.

Each bidder is hereby informed that proposals and its contents are subject to disclosure in accordance with the California Public Records Act (California Government Code Sections 7920 et seq.).

1.2. <u>Background</u>

Moreno Valley was incorporated in 1984 as a General Law City, merging the communities of Moreno, Sunnymead, and Edgemont. The City operates under a Council-Manager form of government. The City Council is comprised of an elected Mayor and four Council Members elected by district. The City has a committed customer-service oriented workforce comprised of more than 450 employees who provide a wide-range of municipal services including Public Works, Economic Development, Community Development, Parks and Community Services, Financial and Management Services and Library services. The City contracts with Riverside County for Police and Fire services.

1.3. <u>Timeline</u>

Due Dates and RFP-Contract Award Schedule

The Request for Proposal (RFP) release, proposal review and consultant selection processes that leads to the award of a contract for the requested services are anticipated to be completed per the following schedule:

RFP Release Date	April 25, 2024

Questions & Answer Deadline	May 16, 2024, 2:00pm
Proposal Due Date	May 27, 2024, 2:00pm

2. PROJECT DESCRIPTION

2.1. Project Description

The project in general consists of the improvement of about 4,600 linear feet of Heacock Street to a total of five lanes (4 lanes with a center lane) from San Michele Road to Harley Knox Boulevard. Heacock Street has been designated as a four (4) lane arterial roadway having a typical width of 76' curb to curb and 100' right-of-way (per City Standard 104A) that varies to accommodate various intersection improvements and right of way constraints. Elements of the project are as follows:

- Properties west of Heacock Street are primarily controlled by the March Air Reserve Base and March Joint Powers Authority. Warehouse development is currently occurring on the east side of Heacock Street between San Michele Road and Nandina Avenue within the City of Moreno Valley.
- Heacock Street south of Nandina Avenue was closed to through traffic in 2006 by the Moreno Valley City Council.
- Heacock Street south of Perris Valley Storm Drain Lateral "B" is located within the City of Perris. No pavement currently exists. Proposed improvements on this portion of the roadway shall be coordinated with the City of Perris and conform to City of Perris requirements.
- The alignment of Heacock Street between Nandina Avenue and the Perris Valley Storm Drain Lateral "B" is proposed to be realigned across March Air Reserve Base property.
- A traffic study was conducted for this segment of Heacock Street by the City of Moreno Valley that included a preliminary proposed alignment.
- The intersection of Heacock Street at Harley Knox Boulevard was improved by the City of Perris with a modern roundabout. Coordination with the City of Perris will be required to connect Heacock Street to the existing roundabout.
- The intersection of Heacock Street at San Michele Road shall require a traffic signal modification.
- The bridge structure at the Perris Valley Strom Drain Lateral "B" is identified as Bridge Number 56C0538 per the Caltrans Local Agency Bridge List. The structure was constructed in 2005, has a curb-to-curb width of 26 feet, has a structure length of 30 feet, and is identified as a concrete culvert structure. Bridge widening/modification would be required.
- This segment of Heacock Street is anticipated to be classified as a Truck Route.
- An unimproved drainage ditch exists on the west side of Heacock Street south of San Michele Road.
- Proposed improvements to Heacock Street shall conform to the requirements of the March Air Reserve Base Clear Zone and Accident Potential Zone 1 as necessary.

• Conduct local Tribal consultations (AB-52).

2.2. Project Budget and Schedule

The design of the Project is funded from Gas Tax and Transportation Uniform Mitigation Fee (TUMF) program funding administered by the Western Riverside Council of Governments (WRCOG) for completing the design phase that includes environmental documentation and clearance (CEQA and NEPA), permitting (Local, State, and Federal as required), PS&E, and right of way engineering for the project. Currently there is no funding available to construct the project. It is the City's intent to have the design, environment clearance, and right of way completed for the project and make it more advantageous in seeking for various State and Federal grants and funding sources to fund the construction; therefore, all work on this project, including the construction, shall be in compliance with Federal requirements to qualify for potential future grants.

The schedule will be part of the Consultants Proposal. This will be negotiated and included in the contract documents.

3. GENERAL INFORMATION

Proposals must be submitted electronically via the City of Moreno Valley e-Procurement System, OpenGov, before the Due Date and Time as shown on Section 1.3 of this RFP, at:

https://procurement.opengov.com/portal/morenovalley

The proposer shall provide a separate file for technical proposal and a separate file for cost proposal.

(Note: Cost proposals will not be opened during the review and rating of the technical proposals. Once the consultant ranking is made and top-ranked consultant is identified, only the cost proposal of the top-ranked consultant will be opened for review and contract negotiation purposes.)

Unless otherwise specified, proposals submitted by any other method such as hard copy, fax, or e-mail will be disqualified.

Proposals may be withdrawn on the OpenGov vendor portal prior to the scheduled submittal time and date for receipt of proposals.

Prospective bidder's are encouraged to not wait until deadline to submit proposals, as system-related questions may arise.

All questions, technical, commercial, or contractual in nature shall be directed to the Questions & Answers Section on the e-Procurement System, OpenGov. No phone calls will be allowed. Contact of the City of Moreno Valley personnel directly regarding this RFP is prohibited and may be grounds for elimination from the selection process. All questions regarding this RFP must be submitted through OpenGov no later **than the Questions & Answers Deadline as shown on Section 1.3 of this RFP**.

Bidders experiencing any technical difficulties with the bid submission process may contact OpenGov at (650) 336-7167 or utilize the chat bubble in the system. Neither the City, nor OpenGov, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission deadline.

<u>Right to Reject Proposals</u>: City reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items.

<u>Execution of Agreement</u>: If a prospective bidder is not able to execute an agreement within 10 days after being notified of selection, City reserves the right to select the next most qualified bidder or call for new proposals, whichever City deems most appropriate. (Sample template of agreement is attached).

<u>Incorporation of RFP/Proposal</u>: 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 City and prospective bidder.

<u>Authorized Signatories</u>: 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.

<u>Validity of Proposals</u>: Proposed services and related pricing contained in the proposal must be valid for a period of 60 Days after the due date.

4. **PROPOSAL CONTENT**

The Consultant's Proposal shall be no more than 20 pages, excluding executive summary, resumes, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration.

4.1. Executive Summary

The Consultant shall include an executive summary with general firm's information including full legal name and contact information, organizational structure (corporation, LLC, etc.), name(s) and title(s) of the principal owner(s), person(s) authorized to make commitments for your company identified in the corporate resolution, firm history and length of relevant experience, and current number of employees with emphasis on key personnel. The executive summary shall be limited to a maximum of one page.

4.2. Technical Proposal

The Consultant shall include, but not be limited to, the following items in the body of the proposal:

- A. Proposer's approach and understanding of all necessary tasks and steps involved in completing the required services.
- B. 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 current workload.
- C. A detailed work plan to reflect the methods and procedures that the proposer intends to use to provide the required services. The scope of services outlined in this RFP is only provided as a guide and does not include all the tasks as required to complete the work.
- D. A list of deliverables.
- E. Procedures for perform Quality Assurance and Quality Control (QA/QC) on the services to be provided.
- F. Related experience including relevant experience date, name of agency, and Reference name/contact information.
- G. A resource allocation matrix (exclude cost information).

4.3. Proposed Staff/Team

- A. Information on key personnel who are expected to remain in service until completion of the contract.
- B. Information on the back-up personnel in the event of the key personnel not available to provide the contracted services for certain period during the contract duration.
- C. Provide resumes of proposed staff/team members.

4.4. <u>Required Statements</u>

The Consultant's Proposal shall include the following:

- A. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
- B. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
- C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (if needed) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
- F. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project design schedule are required of both the primary consultant, as well as any sub-consultant. In addition, the applicable construction support services consultant must list the type and number or hours of geotechnical tests being proposed, as well as the type and number of hours of inspection or survey work within the Proposal. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. The construction support services Consultant is not required to provide a Project Schedule with milestones.
- G. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.
- H. A statement that the Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.
- I. A statement that all charges for Consultant (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
- J. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

- K. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
- L. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. An itemized cost breakdown for the work described herein must be submitted in a separate file, entitled Cost file, as part of the Consultant's Proposal submittal. All extra work will require prior approval from the City.
- M. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- N. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
- O. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
- P. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
- Q. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- R. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

4.5. <u>Required Forms</u>

- A. Attachment C Non-Collusion Declaration
- B. Attachment E Exhibit 10-O1 Consultant Proposal DBE Commitment
- C. Attachment F Exhibit 10-Q Disclosure of Lobbying Activities

4.6. Cost Proposal

The proposer shall provide a separate file for technical proposal and a separate file for cost proposal.

A. Cost Proposal that includes all costs associated with the services proposed.

- B. A rate schedule aligned with titles in the resource allocation matrix in Technical Proposal.
- C. The general Scope of Services outlined herein is only provided as a guide in this Request for Proposal.
- D. Itemized tasks and corresponding costs must be identical to the detailed Scope of Services included as part of the Proposer's Technical Proposal.

5. PROSPECTIVE BIDDER QUALIFICATIONS

5.1. Prospective Bidder Qualifications

The intent of this RFP is to evaluate the proposals, determine the prospective bidder's that are in the competitive range, and select proposers that will provide the highest level of professional services for City.

5.2. Minimum Qualifications:

The proposed staff who will be providing Engineering Design Services shall have the knowledge of:

- A. Theories, principles and practices of civil engineering design and construction.
- B. Principles and modern techniques and commonly used materials and equipment used in design, construction, and maintenance of various public works projects.
- C. Federal, state and local laws, regulations, and court decisions applicable to public works projects.
- D. Information technology and computer capabilities to perform daily engineering tasks.
- E. Principles and practices of sound business communication, teamwork, and work ethics.

The proposed staff shall also possess the ability to:

- A. Prepare, direct preparation of and review complex engineering designs, plans, specifications, and legal contracts.
- B. Perform difficult technical research and analyze complex engineering and mathematical problems, evaluating alternatives and recommending or adopting effective courses of action.
- C. Plan, organize, manage, and integrate engineering design and construction activities.
- D. Design issues, analyze problems, evaluate alternatives, and develop sound and independent judgements and recommendations.
- E. Understand, interpret, explain, and apply federal, state, and local policy, law, regulations, and court decisions applicable to public works project implementation.
- F. Operate a personal computer using standard or customized software applications appropriate to assigned tasks.
- G. Supervise and evaluate the work of professional consultants and construction contractors.
- H. Prepare clear, concise, and comprehensive correspondence, reports, and other written materials.
- I. Organize, set priorities, and exercise sound independent judgement within areas of responsibility.

- J. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
- K. Establish and maintain effective working relationships with City management, staff, contractors, consultants, representatives of other governmental and utility agencies, business and community groups, citizens, the public and others encountered in the course of work.

5.3. Education, Training and Licenses:

Registered Professional Civil Engineer License.

6. SUBMISSION OF PROPOSALS

Written responses to the RFP must be prepared as specified in proposal content, as to form, content, and sequence. No changes to responses may be made after the submittal deadline.

The requested proposal shall be uploaded to OPENGOV on or before, but no later than **the Date and Time as shown on Section 1.3 of this RFP.** Any responses received after this time will not be considered by the City.

The response shall be signed by an officer, or officers, authorized to execute legal documents on behalf of the respondent.

The City reserves the right to waive informalities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations, and to make awards to the Consultants whose proposal is most beneficial to the needs of the City. Bidders are solely responsible for on time submission of their electronic bid. The City will only consider bids that have been transmitted successfully and have been issued an ebid confirmation number with a time stamp from the Bid Management System indicating that the bid was submitted successfully. Transmission of bids by any other means will not be accepted. Bidders shall be solely responsible for informing themselves with respect to the proper utilization of the bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the bidders to successfully submit electronic bids shall be at the bidders' sole risk and no relief will be given for late and/or improperly submitted bids. Bidders experiencing any technical difficulties with the bid submission process may contact OpenGov at (650) 336-7167 or utilize the chat bubble in the system. Neither the City, nor OpenGov, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission deadline.

7. EVALUATION AND RANKING OF PROPOSALS

In accordance with the Chapter 3.12 PURCHASING City Municipal Code's objective of selecting the most qualified consultant for providing the requested services, a Review Board which is composed of appropriate staff representatives and/or qualified outside representatives, will review the proposals received and select the most qualified firms. Review Board shall rank the prospective bidder's based upon the following criteria:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Experience and Qualifications	Points Based	20 (20% of Total)
	Information about the company (and all sub- consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services.		
2.	Experience of Key Personnel	Points Based	40 (40% of Total)
	Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.		
3.	Project Approach/Understanding	Points Based	40 (40% of Total)
	Discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time and within budget.		

8. AWARD

- A. After conclusion of the Evaluation and Ranking of Proposals processes, a Notification of Intent to Award may be sent to any prospective bidder's selected.
- 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 prospective bidder's unless an agreement is reached. If contract negotiations cannot be concluded successfully, City may negotiate a contract with the next best qualified prospective bidder's or withdraw the RFP. In the event City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.
- C. Prices are firm fixed prices during each contract period.
- D. Prices shall be negotiated for each mutually exercised optional renewal period.

9. SPECIAL TERMS AND CONDITIONS

9.1. <u>Termination</u>

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

9.2. Public Employees Retirement Law (CalPERS)

- A. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, CONSULTANT shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- B. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of CONSULTANT as an independent contractor of City and agents and employees of CONSULTANT, and not as agents or employees of City. CONSULTANT and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.
- C. CalPERS Retiree Disclosure. CONSULTANT hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for CONSULTANT who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by CONSULTANT to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.
- D. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, CONSULTANT shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either CONSULTANT or City files an appeal or court challenge, CONSULTANT and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

9.3. Managing Federal and State Funded Projects

Depending on future funding sources, the Consultant may be assigned to manage certain federal and state-funded projects under FHWA, HUD, FEMA, and/or State Bills (SB). The work and/or services to be provided by the Consultant shall comply with all pertinent local, State, and Federal laws and regulations. The Consultant, therefore, shall be legally able to perform services for Federal or State funded projects.

A contract DBE goal has not been established for the purpose of this RFP. However, the Consultant is required to submit the Consultant Proposal DBE Commitment (Exhibit 10-O1) as included in this RFP along with the proposal to meet Caltrans Local Assistance DBE commitment requirements. Prior to starting to work on a Federal or State funded project, the Consultant shall submit to the City for approval the Consultant Contract DBE Commitment (Exhibit 10-O2) with the Contract DBE Goal specifically determined/approved for that project.

The Consultant shall also be required to submit the Disclosure of Lobbying Activities (Exhibit 10-Q) as included in this RFP along with the proposal.

9.4. Indemnification

- 8.4.1 Design Professional Services. To the fullest extent permitted by law, including but not limited to Civil Code Section 2782.8, in performing "design professional services" as defined in Section 2782.8, the Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority (MVHA), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees, and all claims which arise from or are connected with the negligent, reckless, or willful misconduct in the performance of or failure to perform the work or other obligations of the Consultant under this RFP and/or related Agreement, or are caused or claim to be caused by the negligent, reckless or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.
- 8.4.2 For all non-design professional services, Consultant shall indemnify, defend, and save the City, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority (MVHA), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the performance of or failure to perform the work or other obligations of the Consultant, or are caused or claim to be caused by the acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.

10. SCOPE OF SERVICES

10.1. Scope of Services

Heacock Street is designated as an Arterial in the City Circulation Element. Heacock Street extends in a north/south direction from Perris Blvd at the north to the City South Border. The March Airforce Reserve Base borders Heacock Street to the west. The project limits are from San Michele Road to Harley Knox Blvd.

The project consists of all services required to complete PS&E and Environmental Documents for the widening of Heacock Street to its ultimate configuration from San Michelle to Harley Knox Blvd. including but not limited to: Complete Geotechnical Analysis and the use of the Truck Traffic Index to design the proper structural section for Heacock Street; complete the Environmental documents and process and obtain Environmental clearance under CEQA and NEPA in compliance with local, State, and Federal Funding Sources; survey; street design; ROW analysis, negotiation, and acquisition; traffic control devices (if needed); street light designs; striping and pavement markings; location of existing utilities; coordination with utility companies to determine the relocation of utilities or "protect in place", coordinate with other agencies including the March Air Reserve Base (MARB), City of Perris, Riverside County, Riverside County Flood Control District, and the local Tribal Consultations (AB-52); Coordinate with all Utilities determine location and depth of existing utilities and to allow for future utility installation during construction; support during the bidding process for clarification of the Plans and Specifications; and support during the construction process for Contractor Submittals and RFIs.

11. LABOR LAWS, PREVAILING WAGES

All work or services performed within the State of California pursuant to this Agreement by Contractor, Contractor's employees and independent contractors, or Contractor's subcontractors and its subcontractors' employees and independent contractors shall be performed by individuals lawfully permitted to perform such work or services in the State of California and/or the United States of America pursuant to all applicable State and/or Federal labor laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented workers or any other person not lawfully permitted to perform said work or services in the State of California or the United States of America.

Contractor represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant ("person") for employment because of race, denial of family and medical care leave, religious creed (including religious dress and grooming practices), color; national origin (including language use restrictions), ancestry, physical disability or mental disability (including HIV and Aids), medical condition (cancer and genetic characteristics), genetic information, military or veteran status, marital status, gender, gender identity, gender expression, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), age or sexual orientation. Unless otherwise permitted under the law, Contractor shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

This contract is subject to prevailing wage law, including but not limited to California Labor Code 1720 et seq. Without limiting the generality of the forgoing, Contractor and all of Contractor's subcontractors, if any, shall pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code ("Labor Code"), the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the California Department of Industrial Relations' Internet website at http://www.dir.ca.gov/dlsr/PWD/index.htm and are on file at City Hall, as provided in Section 1773.2 of the Labor Code.

Notwithstanding anything else to the contrary, Contractor hereby acknowledges that all contractors and subcontractors must be registered with the Department of Industrial Relations ("Department") pursuant to Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract, including this Agreement, that is subject to the payment of prevailing wages. The Project is subject to compliance monitoring and

enforcement by the Department of Industrial Relations. In accordance with Section 3700 of the Labor Code, Contractor must secure payment of compensation to all Contractor's employees. Contractor represents and warrants that Contractor is registered with the Department in the manner prescribed by the Department and has paid the requisite application fee, as required by Labor Code Section 1725.5. Moreover, prior to Contractor entering into any contracts with any subcontractor, Contractor shall obtain proof that all such subcontractors have also registered with the Department in accordance with Section 1725.5.

12. Vendor Questionnaire

12.1. Non-Collusion Declaration*

Please download the below documents, complete, and upload.

• [C] Attachment C - Non-Coll...

*Response required

12.2. Consultant Proposal DBE Commitment*

Please download the document below, complete, and upload.

• [E] Attachment E - Exhibit ...

*Response required

12.3. Disclosure of Lobbying Activities*

Please download the documents, complete, and upload.

• [F]_Attachment_F_-_Exhibit_...

*Response required

12.4. <u>Please upload your Project Proposal.</u>* *Response required

12.5. Please upload your Cost Proposal.*

*Response required

EXHIBIT "B"

CONSULTANT PROPOSAL

Exhibit "B"

PROPOSAL



SUBMISSION DATE

MAY 27, 2024 (Revised 5/30/24)

PROJECT

2024-008

HEACOCK STREET SOUTH EXTENSION

(City Project No. 8010010)

Technical Proposal

PREPARED FOR

City of Moreno Valley



EXECUTIVE SUMMARY

The southerly extension of Heacock Street is an exciting opportunity that will close a gap in the roadway network by constructing the ultimate roadway with south of San Michele Road to Harley Knox Boulevard that will improve vehicular, truck and bicycle circulation between the Cities of Moreno Valley and Perris. This project will also improve drainage and promote more efficient connectivity to the Harley Knox Boulevard/ I-215 Interchange for the surrounding industrial hubs and planned growth for the March Air Reserve Base (MARB) and planned Inland Port Airport/March Joint Powers Authority (March JPA) properties. Mark Thomas is excited to submit this proposal to complete PS&E and Environmental Documents for the Heacock Street South Extension.

What sets our team apart? Our *qualifications*, *our people and our approach*. As you'll see in our proposal, the Mark Thomas Team provides the City with the right team to deliver this important project. *For the past 97 years*, Mark Thomas has been providing design solutions that meet agency and community needs. We have earned a reputation as experts in roadway infrastructure projects for local agencies involving multijurisdictional coordination, regional drainage facilities, and accommodations for trucks. *Our team of over 390 professionals* brings the following benefits to the City.

Our Key Personnel's Experience with the City & the Project

LEGAL NAME

Mark Thomas & Company, Inc. (Mark Thomas)

CONTACT INFORMATION

Josh Cosper, PE, PLS, QSD jcosper@markthomas.com (951) 870-3094 4200 Concourse Street, Suite 330 Ontario, CA 91764

ORGANIZATIONAL STRUCTURE

California Corporation

PRINCIPALS

Our firm is led by five principals who govern the firm through our Board of Directors. Zach Siviglia serves as President and Chairman of the Board with Matt Brogan, Sasha Dansky, Shawn O'Keefe, and Matt Stringer as Vice Presidents.

AUTHORIZED SIGNER

lith

Pat Somerville, PE Associate Principal

Our team will be led by Josh Cosper, PE, PLS, QSD who led the efforts on the City's previous Heacock Street Improvements & South Extension projects in the development of concepts, including NEPA/CEQA environmental clearance, preliminary engineering, final design and coordination with MARB, March JPA, and the City of Perris. He is also a known commodity to the City having delivered over a dozen similar roadway widening/reconstruction projects with drainage improvements, including the final PS&E for Heacock Street from San Michele Road to Cactus Avenue. You will see in this proposal, clients enjoy working with Josh as he brings a programmatic view to drive project goals and schedule with a diverse technical background to step into the weeds and identify cost or time saving solutions. We have included concepts reviewed by the stake holders previously, and correspondence from MARB on what they require to approve the project improvements in the appendix. This team's experience **will pick up where we left off streamlining discussions with Perris, MARB and March JPA early input and buy-in and saving several months on the delivery schedule.**

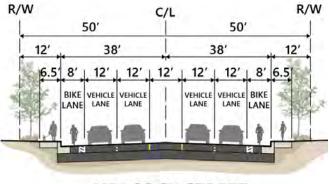
Our Team's Qualifications and Experience

Josh has assembled a team of strong technical experts with the right experience to deliver this project. This includes **Mark Teague, AICP of Placeworks, Inc.** for environmental documentation who brings 35+ years of experience, including supporting Josh previously on this project, and has outlined a comprehensive approach to CEQA and NEPA clearances and will leverage his experience in partnering with the City to continue to find efficiencies throughout delivery. **John McCarthy, PE with Q3 Consulting, Inc.** will utilize his 29 years of drainage experience and excellent reputation with Riverside County Flood Control & Water Conservation District (RCFC & WCD) to support Josh in the development of hydrology and hydraulics. **Through his experience, he has identified over \$2M in potential drainage improvements costs and his working relationships with RCFC & WCD will expedite their approval process.** In addition to a multitude of in-house surveying, transportation, and structural design professionals, **Ryan Bissegger will support Josh in positioning the City for available funding.** Throughout the last 10 years, Ryan has secured over \$1.3B in funding for local agencies on similar projects and has outlined several potential sources to assist the City in obtaining construction funding. Our strong technical team will successfully deliver the project on time and within budget. Our key personnel bring over 100 years of similar project experience and we have included several quotes from clients that testify to our qualifications.

4.2. TECHNICAL PROPOSAL

PROJECT UNDERSTANDING AND APPROACH

Heacock Street is generally classified as a four-lane arterial roadway with a 50-mph design speed between Harley Knox Boulevard to the south and San Michele Road to the north with Class II bike lanes along each shoulder, sidewalks, and parkways. Although not currently classified as a truck route, (trucks currently use San Michele Road to Indian Street and Perris Boulevard) trucks will utilize this segment once constructed as a bypass and a Traffic Index (TI) of 12 should be considered which is typical of a truck route. In combination with a higher TI, we understand the need to evaluate multiple pavement sections as R-Values are generally low in this area (between 30 and 40) based and the existing pavement is approximately 4" of AC over



HEACOCK STREET

4" CAB based on the 2013 geotechnical investigations completed for this previously. Alternative roadway sections such as pulverization or use of cement treated base could save substantial excavation and costs.

PROJECT CONSIDERATIONS

Based upon on our review of the project constraints and available information, we have compiled the following considerations and key challenges necessary to complete this project.

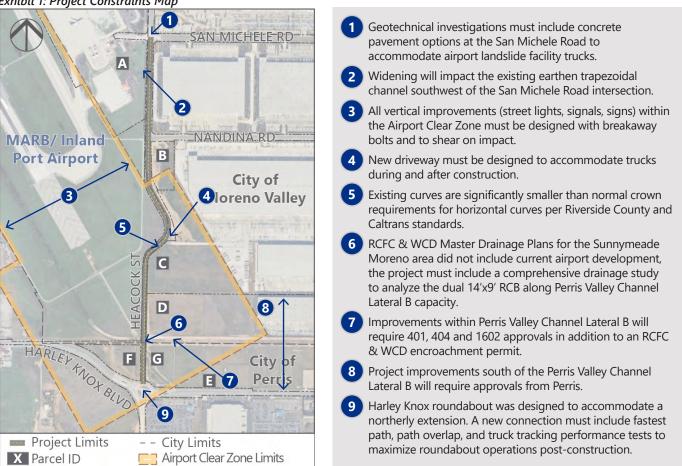


Exhibit 1: Project Constraints Map

2024-008 HEACOCK STREET SOUTH EXTENSION (CITY PROJECT NO. 8010010) City of Moreno Valley



Right-of-Way

As shown on **Exhibit 1: Project Constraints Map** on the previous page, widening improvements and extending Heacock Street south of the Perris Valley Channel Lateral B includes impacts to the following properties:

PARCEL ID	OWNERSHIP	APNS	R/W INTERESTS/CONSIDERATIONS
А	March Inland Port Airport Authority	294-180-054	Permanent R/W. Interim and permanent Homeland Security barriers must be in place at all times.
В	Jose & Marth Perez	316-211-007	Permanent R/W and TCE for roadway grading.
С	First Industrial	316-211-001, 009, 010, 013	Permanent R/W and TCE for roadway grading.
D	Lawrence Family Trust	316-211-014	Permanent R/W and TCE for roadway grading.
	RCFC & WCD	316-211-016, 017, 302-020-037	Permanent R/W and approvals through an encroachment permit process / cooperative agreement.
	United States	294-180-047, 294-200-002, 314-153-072	Permanent R/W. Acquisition will require approximately 36 months and congressional approval for any right-of-way transactions. This must start early in design.
G	Carolyn Brazil & Carl Boyd	302-020-036, 051	Permanent R/W and TCE for roadway grading.

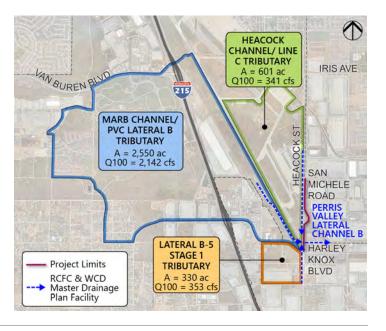
X Parcel ID per Exhibit 1 on previous page

As demonstrated in the May 30, 2013 correspondence from the Department of the Air Force included in our appendix, Josh and the City previously circulated concepts for their approval on this project receiving vital feedback on how to streamline their approvals. This team will pick up where we left off from our previous efforts to streamline initial correspondence with MARB and March Inland Port Airport Authority (March JPA) staff.



Drainage

Riverside County Flood Control and Water Conservation District's (RCFC & WCD) current Master Drainage Plan (Sunnymeade Moreno MDP) does not include recent updates associated with redevelopment on the March Air Reserve Base. Josh led efforts in 2013 for the City and developed preliminary drainage analysis as summarized to the right. Over 2,800 cubic feet per second (CFS) confluences through 3 major reaches at the Perris Valley Channel (PVC) Lateral B/Heacock Street RCB crossing. We will revisit the previous efforts, update consistent with current and planned upstream land use and evaluate capacity of this crossing. Previous analysis indicated the dual 14'x9' wide reinforced concrete box crossing was insufficient to handle 100 year event confluences from the three upstream tributaries. This project must include evaluation of either how to reduce upstream flow rates or improvements to increase hydraulic capacity to the existing crossing.



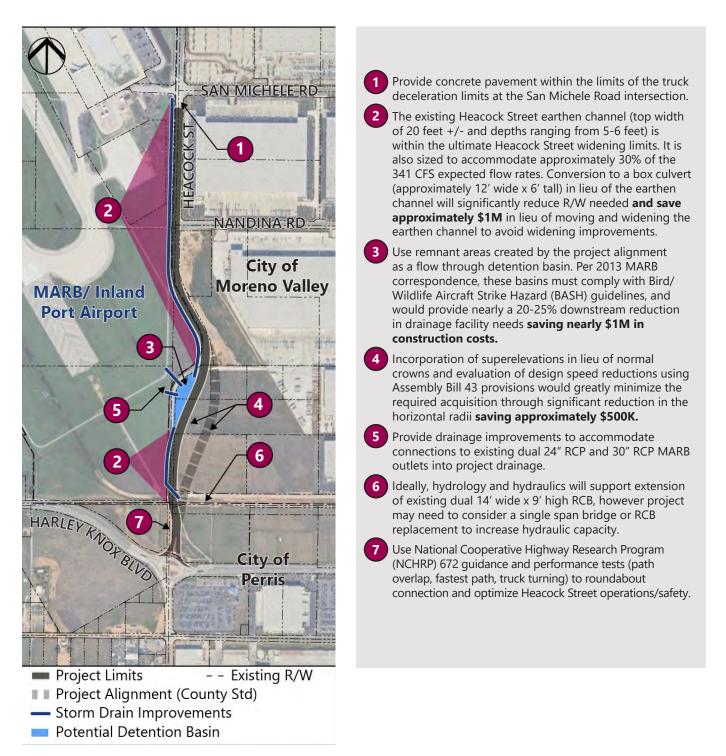
PROJECT UNDERSTANDING

Through our extensive experience on similar projects and through Josh's previous experience working with the City and the various stakeholders on Heacock Street, we have identified a project approach that includes what project infrastructure to provide, how to position the City for funding for construction, and project approvals necessary to complete this project.



Develop Project Infrastructure

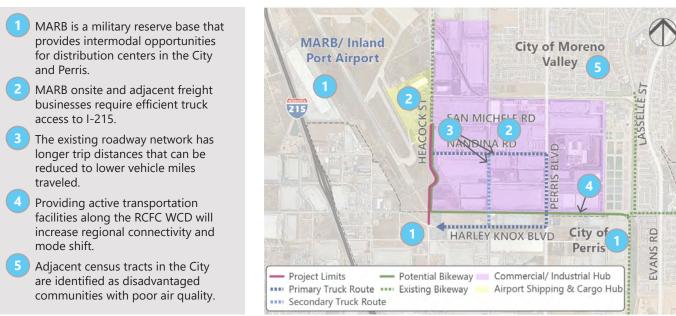
The following represents key project infrastructure and project elements that will position the City for success through minimizing project costs, helps establish the foundation for a fundable project, and builds off of previous support from surrounding stakeholders.





Position for Grant Funding

The Project has multiple elements that can be leveraged to secure grant funding for construction. Mark Thomas has extensive experience securing competitive funding for similar projects and we have identified the strategy below.



Key project elements to identify ideal grant funding

Grant Programs that Aligns with Project Elements

Mark Thomas has identified the following grant programs we feel can help the City position to help secure construction funding. Our goal is to maximize outside funding for this project, including any required funding match.

- Trade Corridor Enhancement Program (TCEP): Project provides freight connectivity and reduced travel times for distribution centers/warehousing and the I-215 freight corridor. Including zero emission vehicle infrastructure in the City will increase competitiveness.
- Measure A Regional Arterial Program (MARA): Constructing a four-lane arterial connection to Harley Knox Boulevard will meet eligibility requirements for RCTC's program to improve the County's arterial network.
- RCFC & WCD Area Drainage Plan Fees: Working with RCFC & WCD to develop an updated hydrology/hydraulic analysis of the base and corresponding Master Drainage Plan (MDP) facilities and installation of proposed facilities will allow the City to use County Area Drainage Plan fees for proposed drainage infrastructure.
- **Rebuilding American Infrastructure with Sustainability and Equity (RAISE):** The Project will benefit neighboring disadvantaged communities by providing accessibility to economic opportunity and improve air quality. The improvements will also address climate resiliency through drainage improvements and lowering vehicle emissions.
- Active Transportation Program (ATP) / State Senate Bill 821 (SB 821): Installation of bikeways along Heacock Street and the Class I trail along the south side of PVC Lateral B would greatly enhance connectivity in existing bike networks between Perris and Moreno Valley. These improvements would be eligible for both grant programs while increasing support from the communities, bicycle advocacy groups and the City of Perris.

OBTAIN PROJECT APPROVALS

After review of the surrounding agencies/stakeholders, we have identified the following approvals/project permits necessary to construct project improvements, and recommendations for CEQA/NEPA compliance.



Regulatory Agencies:

These agencies will require coordination to obtain the following regulatory permits and approvals prior to construction.

- **RCTC/RCA:** Prior to submitting permit applications to agencies below, the City must schedule a pre-permit meeting with all agencies through RCTC.
- USACE: Clean Water Act Section 404 (PVC Lateral B improvements).
- **SWRCB:** Clean Water Act Section 401 (PVC Lateral B improvements).
- **CDFW:** California Fish and Game Code Section 1602 Streambed Alteration Agreement (PVC Lateral B Improvements).
- **USFWS:** Section 7/Section 10 Endangered Species Act consultation and Incidental Take Permit issuance (if necessary).

Agencies with Jurisdiction:

These agencies are stakeholders that any work within their jurisdiction shall be per their design guidelines and will require permits/property acquisition.

- **RCFC & WCD:** Encroachment permit for all work within PVC Lateral B and cooperative agreement for all MDP facilities built to be maintained/owned by RCFC & WCD.
- **City of Perris:** Encroachment permit and use of their design standards for all improvements to Heacock Street south of PVC Channel Lateral B.
- MARB / Inland Port Airport Authority: Approvals for infrastructure located within Airport Clear Zone and to acquire any property rights needed for the Project.



CEQA Considerations

Project improvements are consistent with Moreno Valley's general plan and SCAG regional models making this Project a viable candidate for exemption through CEQA Guidelines § 15183. While an initial study could be used, the impacts of this project are few, and an initial study is likely unnecessary. We will provide a technical memorandum with key points from technical studies supporting the findings. This approach would save the City several months of public circulation and documentation.

NEPA Considerations

With no federal funding identified currently, there is no nexus to create a lead agency to support NEPA documentation. NEPA requirements differ based on lead agency preferences. Technical studies, tribal consultation and historic preservation, and an Environmental Assessment (EA) will be performed in accordance with CWA Section 404 and Rivers and Harbors Act (USACE approvals), however should federal grant funds be identified we can pivot with the City to add to NEPA studies and documentation to support funding lead agencies needs.

Technical Studies

Include biological resources assessment, wetland delineation, traffic operations and VMT, local/regional hydrology and hydraulics, cultural/historical including tribal consultations, air quality/ghg, and noise.

MARB

Regulatory Agencies Agencies with Jurisdiction



PROJECT MANAGEMENT PHILOSOPHY

Our team believes that strong, proactive project management is key to successful project delivery, and it starts with the project manager. Josh Cosper will lead the Mark Thomas team and will ensure that we function as a true extension of City staff. He has been very successful with the following approach to multi-modal projects where its critical to balance input from the public with challenging geometric constraints for dozens of public agencies throughout Southern California, including over 10 projects in your City:

1. Early Risk Identification: This is more than the development of a matrix, its fleshing out risk at the front end to allow more design flexibility and eliminate unforeseen costs or delays during design development. We have already identified several specialized guidelines (Airport Clear Zone, BASH, MARB previous identified concerns in 2013), as well as drainage and geometric design elements from his previous experience working with the City on the project. Backing this up with detailed research and coordination with



Josh providing a right-of-way and utility management training session for the APWA Inland Empire branch recently

utilities and right-of-way prior to concept development to confirm we avoid costly right-of-way and utility impacts. His approach also includes constant constructability reviews and site walks from conception to final submittal so no stone is unturned to minimize risk to the project.

- 2. Well Rounded and Highly Technical: Throughout Josh's 20 years of experience, he has delivered over fifty similar multi-modal roadway improvement projects, nearly 50 miles in storm drain and low impact development infrastructure and was the program management lead for dozens of transportation corridor projects with confined right-of-way and utilities. This experience gives him a big picture point of view for meeting project goals and critical milestones, with the ability to stay in the weeds to ensure high quality deliverables, ample detail is provided in the plans and specifications, and identification cost effective solutions to constraints and project challenges.
- **3. Creativity and Innovation:** There is no black and white solution to constraints, and often it's balancing a combination of different solutions to present to clients with our recommendation and pro's/con's/costs for consensus. Its also identifying atypical and creative solutions that often turn out best. We have outlined several concepts that would save significant construction costs, but also improvements and ideas to enhance buy in from the City of Perris and RCFC

& WCD. Ask any of the references provided, this is where Josh and Mark Thomas shine as we have a reputation of identifying cost and time saving outside of the box solutions for out clients.

4. Pro-Active Communication: We have a poster in each of our office conference rooms with the title "Client Satisfaction". Most of this philosophy starts with ensuring we guide the process, don't let the project guide you. Immediate responses to inquiries, constant communication, reigning in stakeholders and incorporating their input for their buy-in and approvals, always set expectations, and provide regular updates are pillars of his approach. This includes providing solutions when presenting problems. He has a proven reputation for proactive leadership.

CONTINUING PREVIOUS MOMENTUM

Our team's previous experience on this project (Josh as the Project Manager and Mark Teague as the Environmental Lead through concept development and feasibility), combined with our current efforts leading the Harley Knox Boulevard / Interstate 215 Interchange Improvements Project for the City of Perris, our team is posed to hit the ground running.



You will see in our schedule, we will leverage the following to engage stakeholders for buy-in within the first 120 days after Notice to Proceed is issued by the City:

- Upon updating initial concepts based on new topographic and utility conditions, re-engage our 2013 correspondence with MARB through work shops to illustrate how their concerns are mitigated with updated concepts. March JPA should be included in this correspondence as well.
- 2. With our traffic analysis and development of the Harley Knox Boulevard interchange modifications, we are well aware of the City of Perris' concerns. Their focus will be on minimizing their costs and ensuring the new connection to the roundabout does not decrease the level of service and operations.
- Q3 and Josh have long standing working relationships with RCFC & WCD on obtaining MDP approvals. We must engage their planning group to lock in ADP Fee contributions. Including early correspondence with their permits

WHAT DO OUR CLIENTS SAY ABOUT OUR TEAM?

"Josh has delivered over a dozen roadway and transportation infrastructure projects involving significant roadway and drainage improvements, from preliminary engineering through final design for me in the Cities of Moreno Valley, Lake Elsinore and Corona. He does exceptional work, his work products are always high quality, and has always delivered his projects for me on time and within budget."

Peter Ramey, City of Riverside (909) 855-1720, pramey@riversideCA.gov

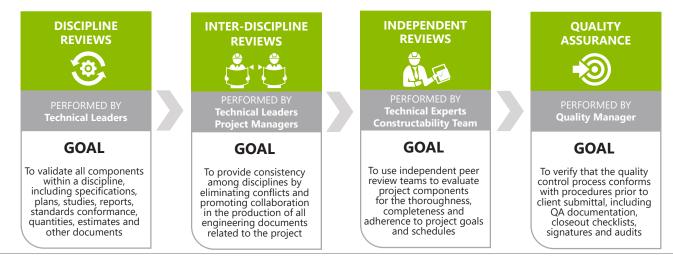
"Mark Thomas has been excellent to work with on our Palomar Street Complete Streets Project. They been very responsive to the City's needs, partnered with the City to draft multiple design alternatives that accommodate both existing and future needs, excellent with identifying cost-effective roadway and drainage improvements, and assisted with technical support for a project grant application. The City has been very pleased with the quality of their work and service."

> Jason Farag Wildomar CIP Manager (951) 677-7751 Ext. 219, jfarag@cityofwildomar.org

group will lock in design and maintenance concerns before PA&ED completion which will stream line right-of-way acquisition efforts and the permit/cooperative agreement process.

BUDGET & QUALITY

We plan our work using a resource loaded schedule through our Deltek accounting software, monitor the project progress, and track the planned budget vs. actuals, and we report this to the City on a monthly basis. We review and report any variations along with a corrective action plan. Construction estimates are derived using a combination of recently completed bids within the local area, Caltrans unit cost database, City historical information, and RS Means available information adjusted for economies of scale and escalation. Lastly, we are committed to quality starting with the use of Bluebeam Software, Inc. as the primary source for QA/QC reviews. Key staff are assigned for each review level with shared access. This streamlines multiple reviews and provides a comprehensive product we provide to the clients to verify QC was completed. The graphic below represents our proven approach to providing the City excellent quality:



PROJECT WORK PLAN & DELIVERABLES

Mark Thomas brings significant experience in delivering roadway/drainage improvement projects for local agencies. We have outlined the following Project Work Plan with related Deliverables and have included a more comprehensive scope of services in the appendices section corresponding to each of the tasks and deliverables included below. This comprehensive approach is tried and tested as we have refined it through dozens of similar roadway/drainage improvement projects for local agencies throughout Southern California. Most recently, a very similar approach was utilized on our **McKinley Street Grade Separation Project in Corona** and **Limonite Avenue Gap Closure in Eastvale**, **both of which were transportation improvement projects involving multi-jurisdictional approvals with preliminary design**, **NEPA/CEQA compliance**, **final design**, **and bidding/construction support milestones**. This approach allows granularity/transparency for both our clients and us to monitor schedule and budget, while also providing natural check points that create flexibility to pivot on key decisions that can either save time through streamlining remaining activities or costs through reassessing project improvements and needs.

Detailed Scope of Work can be found in the Appendices Section.

TASK 1 PROJECT MANAGEMENT/ADMINISTRATION				
WBS TASK:	DELIVERABLES:			
1.1 Project Administration 1.2 Project Team Meetings 1.3 Quality Control & Quality Assurance (QC/QA)	 Meeting Attendance, Agendas, and Minutes Quality Control Checklists 			
TASK 2 RESEARCH & FIELD INVESTIGATION				
WBS TASK:	DELIVERABLES:			
2.1 Field Investigations / Site Photos2.2 Record Maps / As-Built Research2.3 Survey2.4 Utilities	 » Field Notes, 360 Degree Photography Log » Compiled Research / Record Plans » Project Control Plan Sheet, PNEZD Project Control Report, Topographic Survey Base Map, Land Net Base Map, Digital Terrain Model (DTM) » A-B-C Utility Letters, Utility Matrix, Utility Base Map 			
TASK 3 NEPA/CEQA COMPLIANCE				
WBS TASK:	DELIVERABLES:			
 3.1 Coordination / Meetings 3.2 Project 3.3 Description Technical Analysis 3.4 CEQA/NEPA Environmental Analysis 	 » Field Notes, 360 Degree Photography Log » Compiled Research / Record Plans » Project Control Plan Sheet, PNEZD Project Control Report, Topographic Survey Base Map, Land Net Base Map, Digital Terrain Model (DTM) » A-B-C Utility Letters, Utility Matrix, Utility Base Map, Utility Potholes (10), Pothole Result Report 			
TASK 4 REPORTS & CALCULATIONS				
WBS TASK:	DELIVERABLES:			
 4.1 Hydrology / Hydraulics Analysis 4.2 Vehicle Miles Traveled (VMT) Assessment/ Transportation Study 4.3 Geotechnical Investigations 4.4 Roundabout Performance Tests 4.5 Funding Assessment / Support 	 » Hydrology / Hydraulics Analysis » VMT Assessment Memorandum, Transportation Study » Pavement Memorandum, Preliminary Foundation Memorandum » Roundabout Performance Tests » Funding Assessment 			

TASK 5 PRELIMINARY ENGINEERING					
WBS TASK:	DELIVERABLES:				
5.1 Geometric Approval Drawings 5.2 Preliminary Cost Estimate 5.3 Project Report	» Geometric Approval Drawings» Preliminary Cost Estimate» Project Report				
TASK 6 PLANS, SPECIFICATIONS & ESTIMATES					
WBS TASK:	DELIVERABLES:				
6.1 Improvement PlansTitle SheetDemolition PlansConstruction NotesStorm Drain/Survey Control PlanDrainage PlansTypical SectionsDetention BasinConstruction DetailsGrading PlansCurb Ramp/Layout and ProfilesDriveway DetailsSigning and Striping Plans6.2 Estimate6.3 Specifications	 » PS&E at 65%, 90% and Final Submittals » Comment Resolution Matrix at 65% and 90% Submittals » Comment Resolution Meetings after 65% and 90% Submittals – City of Moreno Valley – City of Perris – RCFC & WCD – MARB – March JPA 				
TASK 7 RIGHT-OF-WAY ACQUISITION					
WBS TASK:	DELIVERABLES:				
 7.1 Right-of-Way Requirements/Legals & Plat Maps 7.2 Appraisals/Review Appraisals (Optional) 7.3 Negotiations (Optional) 7.4 Escrow Coordination (Optional) 	 » Right-of-Way Requirements Maps, Legal Descriptions and Plat Map Exhibits » Appraisal Reports, Review Appraisal Reports (up to 1). » Negotiation Services » Escrow Coordination Services 				
TASK 8 BIDDING & SUPPORT DURING CONSTRUCT	ION				
WBS TASK:	DELIVERABLES:				
8.1 Bidding Support <i>(Optional)</i> 8.2 Design Support During Construction <i>(Optional)</i> 8.3 As-Built Preparation <i>(Optional)</i>	 Responses to Bidding Questions, Prepare Addenda, Attend Pre-bid Meeting Conformed Construction Improvement PS&Es Review Construct Materials Submittals, Conduct Job Walk, Response to Construction RFIs Prepare As-Built Plans 				



City of Corona McKinley Street Grade Separation Est. Completion Date: Jan 2025 | Total Project Cost: \$145M

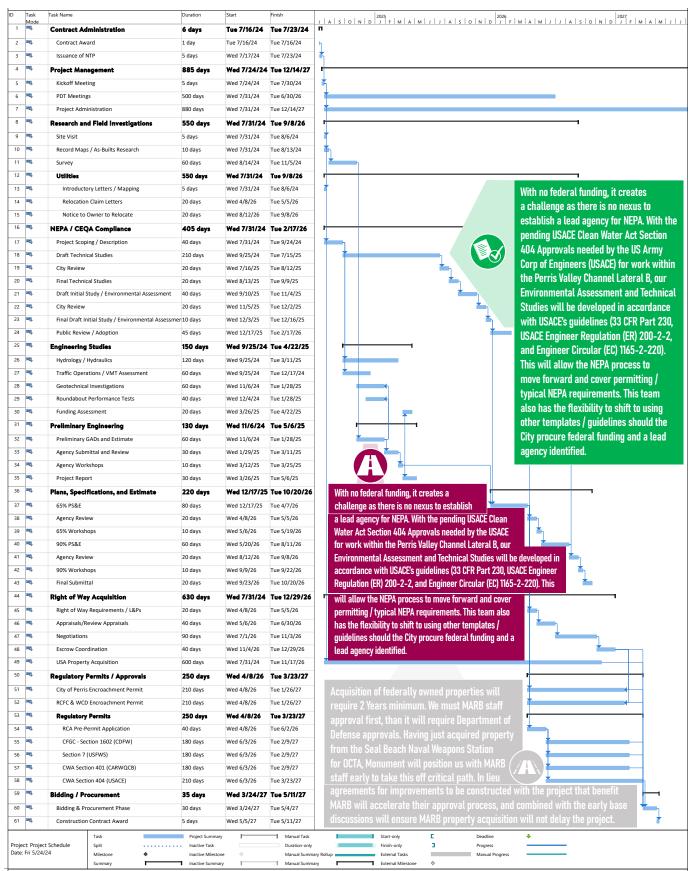
New bridge has been fabricated on-site and ready to move over the BNSF Railroad and RCFC & WCD's Arlington Channel

City of Eastvale Limonite Gap Closure Est. Completion Date: Aug 2024 | Total Project Cost: \$27.5M

This gap closure and bridge project is nearly complete with all of the bridge work within San Bernardino County's Cucamonga Creek, and should open to the public in August, 2024

PROJECT SCHEDULE

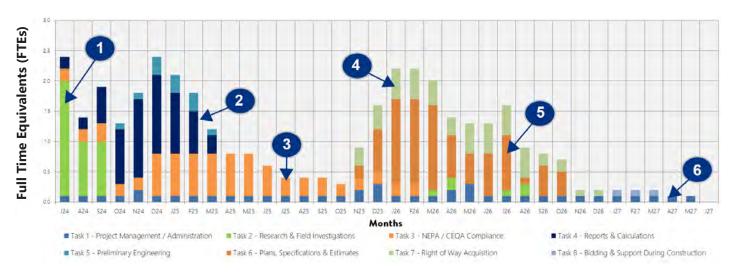
Our team is mobilized and ready to hit the ground running using our past experience with the City on this Project and with the stakeholders involved. Below is our proposed schedule and areas we have identified that are critical to the delivery of this project.



2024-008 HEACOCK STREET SOUTH EXTENSION (CITY PROJECT NO. 8010010) City of Moreno Valley

PROJECT RESOURCES

This team has extensive resources with significant experience working on similar transportation projects in the Inland Empire with multiple jurisdictional approvals and regional drainage infrastructure. As shown below in our labor distribute chart, our team was built to deliver this project. There isn't high number of full time equivalents necessary to deliver this project, however it needs a highly specialized team with supporting staff to manage the ebbs and flows at each submittal and key decision point.



As shown below, we have the key staff and supporting team members/resources necessary to deliver this project.



Initial Research & Mobilization

Topographic survey and boundary retracement efforts are the key deliverables here. Dave Moritz, PLS with Mark Thomas will support Josh through these tasks. Dave brings over 30



years of experience managing survey efforts for corridor projects and his team has 7 survey crews and over 40 land surveying professionals to support him through these tasks.



Preliminary Engineering

Key deliverables through this phase are the Engineering Studies, GADs, and Project Reports / Estimates. Josh will utilize Kimberly Barling, PE to



support him, and we have a staff of over 20 civil engineering professionals in our Ontario office to support them. Fehr & Peers and Q3 each have over 10 transportation/ drainage professionals, respectively to support on the traffic and drainage studies needed to complete this phase.



NEPA / CEQA Compliance

Malia Durand who brings over 20 years of experience will support Mark Teague in the development of technical studies and the IS/

EA. Placeworks has over 10 archaeological, biological, palaeontological and technical professionals to keep these tasks on schedule.



Right-of-Way Acquisition

Kim Bibolet, SR/WA, R/W-NAC of Monument, Inc. will utilize her 15 years of experience to lead property acquisition/negotiations. She will be supported with a team of over 10 appraisers,

monument supported with a team of over 10 appraisers, acquisition agents, and specialists to support her as necessary. She brings substantial experience within the Inland Empire and acquiring properties for local agencies, including federal lands.



Plans, Specifications & Estimates

Kimberly Barling, PE will support Josh in the development of PS&E through the 65%, 90% and Final Design phases. Our in house team in our Ontario office has 5 professional engineers and over 15 engineering designs/professionals ready and available to support this team.



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MARK THOMAS

MARK THOMAS

Project Management

Josh is ready, available and committed through this project to supporting the City. He has a reputation in Moreno Valley for delivering several projects and its largely based on his customer service focused approach and a commitment start to finish. Pat Somerville, PE with over 30 years of experience will support Josh as necessary as the Principal in Charge through the life of the project ensuring adequate resources.

RELATED EXPERIENCE

Mark Thomas has been providing services for 97 years. We have experience throughout Southern California taking a wide variety of projects from conceptual to final design PS&E, each with features that align with your scope of services. The table below presents a representative sample of Mark Thomas and our key personnel's project experience.

					F	RELE	VANT	FEA	TURI	ES			
LOCAL AGENCY	PROJECT NAME	Multiple Jurisdictions	NEPA/CEQA	Local Roadway Widening	Active Transportation	Curb Ramps/ADA	Roundabout Analysis	Hydrology/Hydraulics	RCFC & WCD Facilities	WQMP/TPC	Boundary Retracement	Legal Descriptions/ Acquisition Documents	Complex Utilities & ROW
	Heacock Street Improvements [FP]	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х
Moreno	Alessandro Boulevard Improvements	Х	Х	Х	Х	Х		Х	Х	Х	Х	Х	Х
Valley	Day Street Drainage Improvement Project			Х				Х	Х		Х		
	Moreno Townsite Drainage Improvements			Х				Х	Х		Х		
Riverside County	Nuevo Road Improvements [FP]	Х	Х	Х	Х	Х		Х	Х	Х	Х	Х	х
Factuala	Limonite Gap Closure [FP]	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х
Eastvale	Scholar Way & Harrison Street ATP Cycle 4		Х	Х	Х	Х				Х	Х	Х	Х
Wildomar	Palomar Street Complete Streets [FP]		Х	Х	Х	Х		Х	Х	Х	Х	Х	Х
Temecula	Cherry Street Extension	Х	Х	Х	Х	Х		Х	Х	Х	Х	Х	Х
Corona	McKinley Street Grade Separation	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х
Perris	I-215/Harley Knox Interchange	Х	Х	Х	Х	Х		Х	Х	Х	Х	Х	Х
Le all'a	Madison Street Widening		Х	Х	Х	Х		Х	Х	Х	Х	Х	Х
Indio	Avenue 50 Street Improvements		Х	Х	Х	Х		Х	Х	Х	Х	Х	Х
Palm	Hermosa Avenue Widening	Х	Х	Х		Х		Х	Х		Х	Х	Х
Paim Springs	Line 21/22 and Mesquite Road Improvements	Х	Х	Х		Х		Х	Х		Х	х	Х
Ontario	Vine Avenue and B Street Bike Boulevard			Х	Х	Х	Х	Х					
Chandala	Garden River Bridge	Х	Х		Х			Х		Х	Х	Х	Х
Glendale	San Fernando Street Beautification	Х		Х	Х			Х		Х	Х		
_	OC Loop Segment D	Х	Х	Х	Х			Х		Х	Х		
Orange County	OC Loop Segments O, P, Q	Х	Х		Х	Х		Х		Х	Х		
County	Brea Canyon Widening	Х	Х	Х	Х	Х		Х		Х	Х	Х	Х
	Bake Parkway/Jeronimo Road Improvements		Х	Х	Х	Х		Х		Х	Х	Х	Х
Irvine	Jeffrey Road/Irvine Center Drive Widening Improvements		Х	Х	Х	Х		Х		Х	Х	Х	Х
Verlee Linds	Savi Ranch Parkway Widening		Х	Х	Х	Х		Х		Х	Х	Х	Х
Yorba Linda	Yorba Linda Boulevard Widening		Х	Х	Х	Х		Х		Х	Х	Х	Х
Nerro	Hamner Avenue Widening	Х	Х	Х	Х	Х		Х	Х	Х	Х	Х	Х
Norco	Second Street Widening	Х	Х	Х	Х	Х		Х	Х	Х	Х	Х	Х
FP = Featured	Project												

HEACOCK STREET IMPROVEMENTS & SOUTH EXTENSION | MORENO VALLEY

At a previous firm, Mark Thomas' project manager, Josh Cosper, was responsible for the preliminary design, NEPA/CEQA environmental clearance, and the design of ultimate and phased roadway widening improvements (two-lanes to six-lanes) for Heacock Street from harley Knox Boulevard to Cactus Avenue over two phases of projects.

Phase I included improvements from San Michele Road to Cactus Avenue, and included acquisition efforts to approximately 20 parcels including lands owned by March Air Reserve Base and march Joint Powers Authority. This phase also included bridge modifications to the Perris Valley Channel Laterial A crossing.

Phase II included design through 65% for the section from Harley Knox Road through San Michele Road (project being shelved due to funding limitations). Project included the development of a conceptual multi-lane roundabout, bridge modification at the Perris Valley Channel crossing, and hydraulic analysis/ regional detention basin design for a 3500 acre watershed.

This project was delivered under the original proposed budget.

PROJECT RELEVANCE

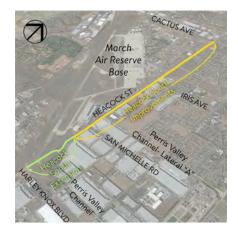


LIMONITE AVENUE GAP CLOSURE | EASTVALE

Mark Thomas is providing planning and final design for the gap closure of Limonite Avenue. The project includes a Class I trail system along the new bridge crossing the Cucamonga Creek along Limonite Avenue with viewpoint plazas, cool down features, and substantial site amenities. Mark Thomas is also leading final design efforts closing the gap in the SCE regional trail system by constructing Class I paths and a new prefabricated pedestrian/bicycle bridge crossing the Cucamonga Creek. The project includes coordination with the US Army Corps of Engineers (USACE) to secure MS 404/408 approvals and the development of a CEQA-compliant environmental document for all project improvements. Original project concepts included a six-lane arterial facility with Class II bike lane facilities, however, Mark Thomas developed a design that reduced the roadway width and resulted in over \$7M in savings to construction costs. The project is currently under construction and is anticipated to be fully constructed by August 2024. In addition to design services, Mark Thomas prepared the successful \$9.5M LPP grant application for the project. We demonstrated how constructing the project reduces VMT and provides new multi-modal connections to jobs. We have also assisted the City in the management of LPP funds.

PROJECT RELEVANCE





CLIENT CONTACT City of Moreno Valley Quang Nguyen, PE, MPA quang@moval.org (951) 413-3159

PROJECT DURATION 2007 - 2014

KEY STAFF Josh Cosper (PM) Mark Teague (NEPA/CEQA)

Regulatory Approvals



CLIENT CONTACT City of Eastvale Yurhi Choi, PE ychoi@eastvaleca.gov (951) 703-4471

PROJECT DURATION 07/2019 - Current

KEY STAFF

Josh Cosper (PM) Pat Somerville (PIC) Kimberly Barling (Civil Engineer) John McCarthy (Hydrology/Hydraulics) Alahesh Thurairajah (Geotechnical) Paul Herrmann (Traffic)

NUEVO ROAD WIDENING & BRIDGE REHABILITATION

This project includes the rehabilitation and widening of the existing two-lane Nuevo Road Bridge. The proposed Nuevo Road Bridge will be widened to four-lanes with connecting approach roadways that will also be widened to accommodate the bridge widening. The existing Nuevo Road Bridge is approximately 254.6 feet long and 29'-10" wide. The bridge was originally built in 1956 and the County of Riverside and Caltrans have determined that there is a significant need for bridge improvements on the existing Nuevo Road Bridge over San Jacinto River. The bridge is listed in the Federal Eligible Bridge List (EBL) with a Sufficiency Rating (SR) of 73.2 according to the Bridge Inspection Report prepared by Caltrans. This bridge has been flagged Structurally Deficient (SD) and Functionally Obsolete (FO). Since the bridge has SR lower than 80, the bridge is eligible for major rehabilitation in accordance with the HBP guidelines. Mark Thomas is providing project approval/environmental documentation, PS&E, and construction bidding support for this project located in Riverside County, approximately 1.2 miles west of Lakeview Avenue. Specific scope of services includes bridge and roadway design, traffic studies, utility research and base mapping, obtaining encroachment permits, surveying and right-of-way mapping, geotechnical engineering, hydrology and hydraulics, and environmental studies and documentation. This is primarily funded by Federal Highway Bridge Program (HBP) Funds and will follow the process and procedures under Caltrans Office of Local Programs.



CLIENT CONTACT

Riverside County Transportation and Land Management Agency (TLMA) Umer Ahmed (951) 955-1637 uahmed@rivco.org

PROJECT DURATION

04/2021 - Current

KEY STAFF

Josh Cosper (PM) Pat Somerville (PIC) Kimberly Barling (Civil Engineer) John McCarthy (Hydrology/Hydraulics) Alahesh Thurairajah (Geotechnical) Paul Herrmann (Traffic)

PROJECT RELEVANCE



PALOMAR STREET COMPLETE STREETS | WILDOMAR

This project included multi-modal improvements along Palomar Street and Gruwell Street through the City's Old Town District and streetscape/ beautification improvements along the Wildomar Cemetery frontage. Mark Thomas has provided preliminary/final design services and streetscape planning services for this one mile segment. The project includes a Class I trail system and intersection safety improvements. The project also includes Class II buffered bike lanes, equestrian improvements, Riverside Transit Agency bus facilities, and street and site amenities. Mark Thomas led the development of a cross section and aesthetic theme to capture the vision of their Old Town District and the City's recent Mobility Element as part of the preliminary design efforts. These efforts included a quantitative analysis in traffic and design features that resulted in minimizing impacts to multiple SCE Transmission Poles along the west side of Palomar Street. **This project was delivered on time and within budget.**

PROJECT RELEVANCE





CLIENT CONTACT

City of Wildomar Warren Repke, PE (714) 336-6621 wrepke@cityofwildomar.org

PROJECT DURATION 05/2021 - 04/2024

KEY STAFF

Josh Cosper (PM) Kimberly Barling (Civil Engineer) Mark Teague (NEPA/CEQA) Paul Herrmann (Traffic)

OUR STELLER REPUTATION

The Mark Thomas team continues to provide a commitment to our clients with a high quality service and dedication to finish the project on time and within budget from start to finish. We have a reputation for being highly responsive, adaptable to the City's needs and the project's goals, and understand the importance of communication throughout our project. The references below will testify Mark Thomas' excellent reputation on successfully delivering projects.

REFERENCE	PROJECT		
	McKinley Grade Separation		
Savat Khamphou, PE Public Works Director City of Corona 400 S. Vicentia Avenue Corona, CA 92882 (951) 279-3604 savat.khamphou@coronaca.gov	Program management, utilities coordination, and drainage oversight for a grade separation and drainage improvements along McKinley Street crossing the BNSF Railroad. This project will grade separate McKinley Street over the Burlington Northern Santa Fe (BNSF) tracks south of SR 91. The project requires coordination and approvals from Caltrans, BNSF and the California Public Utilities Commission (CPUC). There is also coordination required with utility providers and Riverside County Transportation Commission (RCTC) for Senate Bill 132 funding reimbursement. Project Size: \$142M		
Jason Farag, PE	Palomar Street Complete Streets Project		
Director of Public Works City of Wildomar 23873 Clinton Keith Road, Suite 201 Wildomar CA 92595 (951) 677-7751 x219 jfarag@cityofwildomar.org	Planning, design, and construction support for complete streets improvements along Palomar Street and Gruwell Avenue in the City of Wildomar. The project includes multi-use and equestrian trail facilities, class II bicycle lanes, Riverside Transit Agency bus facilities, and street and site amenities for the limits of Gruwell and Palomar Street. When complete, this project will greatly enhance pedestrian mobility, bicycle safety, and the public's access and use of the Wildomar Cemetery. Project Size: \$3.03M		
Jimmy Chung, PE City Engineer City of Eastvale 12363 Limonite Avenue, Suite 910 Eastvale, CA 91752 (951) 703-4473 jchung@eastvaleca.gov	Limonite Avenue Gap Closure, Scholar Way and Harrison Street ATP Cycle 4 Projects Mark Thomas is currently providing planning, design, and construction support for both these projects for the City of Eastvale. Limonite Avenue Gap closure provides a new bridge structure over the Cucamonga Creek Channel closing the gap for this crucial east/west arterial road connector through Eastvale. Scholar Way and Harrison Street include over 4 miles of road diet improvements and a new Class IV bikeway. Project Size(s): Limonite \$20.1 mil, Scholar/Harrison \$2.5 mil		

"Josh and the Mark Thomas team are excellent to work with. While managing our \$27M gap closure project to close the final gap of Limonite Avenue, he was very responsive, pro-active in identifying cost saving solutions, helped us navigate through a complex permitting process, and strived to keep the project on schedule."

> Bryan Jones City Manager City of Eastvale

"Josh's coordination for the Hermosa Avenue Storm Drain Improvements and the Baristo Wash Channel connection through Riverside County Flood Control was impressive. No issues were encountered during construction and overall, I was very satisfied with his design and leadership on the project."

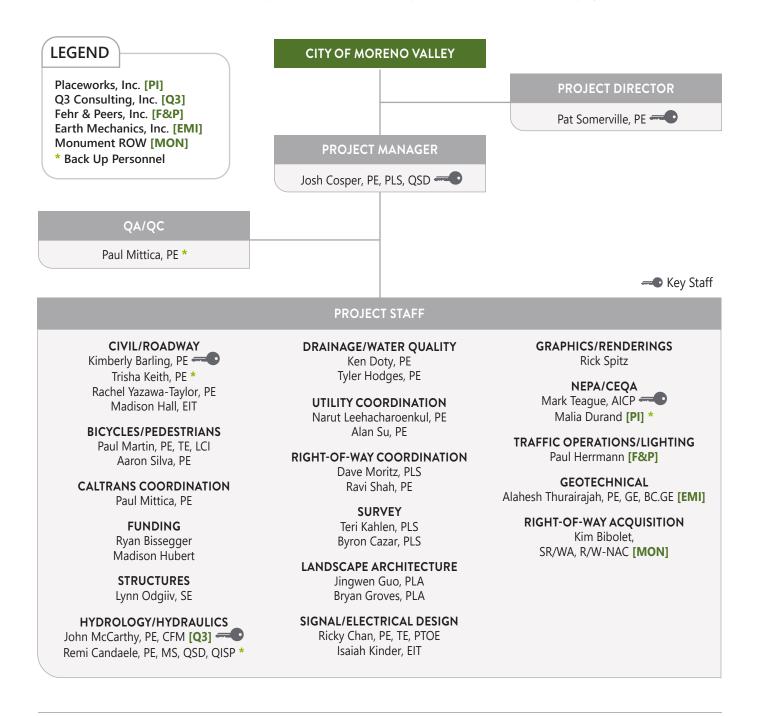
> Savat Khamphou Assistant Public Works Director City of Corona

4.3. PROPOSED STAFF/TEAM

PROPOSED STAFF/TEAM

PROJECT TEAM ORGANIZATION

Our team consists of experts in their respective fields with extensive experience in roadway widening projects. **Our Project Manager, Josh Cosper was the project manager responsible for the NEPA/CEQA environmental clearance, preliminary engineering, and final design of the phased roadway widening improvements for the City's Heacock Street Widening project 11 years ago.** We bring the City a comprehensive team with partnered firms the City are familiar with and bringing back team member(s) who have worked on the previous Heacock Street Improvements & South Extension project.



MEET OUR KEY PERSONNEL

Provided below is a brief overview of our key personnel (who will remian in service until completion of the contract) qualifications. In the event our key personnel are not available, Mark Thomas have assigned back up personnel to lead the assigned tasks. **Full resumes of our key and back up personnel can be found in our Appendices Section**.











Josh Cosper, PE, PLS, QSD | Project Manager | Availability 65%

- » 20 years of experience as a successful project manager on numerous transportation infrastructure projects such as gap closures, highway/roadway widenings providing projects management, planning, and final design services.
- Was the project manager who provided NEPA/CEQA environmental clearance, preliminary engineering, and final design for the **Heacock Street Improvements & South Extension** 11 years ago.
- The current project manager for the **City of Eastvale's Limonite Avenue Gap Closure**, and **Riverside County's Nuevo Road Widening & Bridge Rehabilitation**.

Pat Somerville, PE | Project Director | Availability 55%

- » **38** years of experience in civil engineering and management with a focus on municipal transportation and other complex capital improvement projects.
- Extensive experience in transportation infrastructure widening projects, such as **City of Orange's Cannon Street Widening, City of Norwalk's Firestone Boulevard Widening** and many more.
- Was involved in the **Orange County's OC Loop Segments O, P, and Q project**, bridging 2.7-mile gap in existing Coyote Creek Bikeway.

Kimberly Barling, PE | Civil/Roadway Lead | Availability 70%

- » **10** years of experience in roadway realignment, local roadway widening, grade separations, street beautification, and complete streets enhancements.
- An expert in minimizing utility and right-of-way impacts by staying involved in the utility coordination process and coordinating with other disciplines and property owners.
- Worked with the project manager on the **City of Wildomar Palomar Street Widening project** as the project engineer.

Mark Teague, AICP | <u>NEPA/CEQA Lead</u> | Availability 60% [PI]

- » **35** years of providing environmental services to public and private sector agencies all throughout California.
- Online CEQA training instructor at University of California, San Diego and Imperial County.
- Worked with Mark Thomas on the City of Corona's Ontario Avenue Widening project providing CEQA documentation for the project.

John McCarthy, PE, CFM | <u>Hydrology/Hydraulics Lead</u> | Availability 60% [Q3]

- » **36** years of experience in the development, design, and construction of flood control and drainage improvements for transportation and public works projects.
- Experience is concentrated in the field of stormwater management, including hydrology studies, detailed hydraulic analyses, floodplain managements, and improvement plan preparation.
- Provided drainage management for the City of Temecula Cherry Street Extension project, a proposed extension project of Cherry Street.

SUBCONSULTANTS

In order to provide comprehensive services, we have selected trusted subconsultants to help us deliver this project for the City. We selected our team based on our ongoing working relationship and previous track record of success with them on similar types of projects. All our subconsultants have excellent reputations and are extremely competent and qualified in their areas of expertise.

GEOTECHNICAL | Earth Mechanics, Inc. [EMI] has planned, coordinated, and conducted geotechnical field investigations for numerous local, regional and state funded projects that included pavement condition survey, pavement rehabilitation, design and construction recommendations for rigid and flexible pavement sections. With a long standing working relationship between our firms, having worked together on the City of Eastvale Limonite Gap Closure and Counties of Riverside and Perris I-215/ Knox Boulevard Interchange projects and their extensive experience working with the City, EMI is the perfect partner to provide geotechnical services for the City on this road extension project.

Project Experience:

City of Moreno Valley, SR-60/Moreno Beach Drive Interchange

City of Moreno Valley, SR-60/Nason Street Interchange

- City of Moreno Valley, SR-60/Graham Street Overcrossing
- City of Moreno Valley, Indian Street/Cardinal Avenue Interchange

TRAFFIC ANALYSIS | Fehr & Peers, Inc. [F&P] is another familiar firm to the City, who has provided their traffic analysis and engineering services to the City on various projects, such as the General Plan Update & EIR and Aquabella Specific Plan TIA. Providing their expertise in traffic signals, traffic forecasting and operations analysis, F&P have worked extensively with Mark Thomas over the years. F&P is currently working with us on the Riverside County's Nuevo Road Widening & Bridge Rehabilitation project providing traffic forecasting and operations analysis, VMT forecasting & impact analysis for the project.

Project Experience:

- City of Perris, I-215 Harley Knox Boulevard Interchange PA/ED
- Riverside County, Nuevo Road Widening & Bridge Rehabilitation
 City of Murrieta, Kaiser Signal Design PS&E
- City of Menifee, Valley Boulevard Widening

RIGHT-OF-WAY SUPPORT | Monument ROW [MON] has been part of the Southern California business landscape for more than 25 years delivering right-of-way services on hundreds of transportation projects. Their portfolio of projects includes a variety of capital improvement projects for cities, counties, transportation agencies and municipalities, with an emphasis on projects involving state and federal funding that require compliance with the Caltrans Right-of-Way Manual and FHWA procedures. They have significant experience delivering large programs. They have the ability to shift quickly, be flexible, innovative, and highly collaborative.

Project Experience:

- City of Santa Ana, Bristol Street Widening, Phases 3A, 3B, and 4
- City of Santa Ana, Warner Avenue Widening, Phases 1 and 2
- City of Yorba Linda, Bastanchury Widening
- OCTA, SR-55 Improvements

NEPA/CEQA | Placeworks, Inc. [PI] has completed thousands of environmental documents and risk analyses — from CEQA/NEPA documentation, environmental site investigations and remediation, and health risk assessments to landscape architecture and transportation and bicycle plans. The firm stays current with ever-changing state requirements, amendments to these requirements, and court interpretations so we can navigate the complexities of environmental planning, avoid pitfalls, and expedite approvals in a cost-efficient manner.

Project Experience:

- City of Moreno Valley, CEQA Peer Reviews of EIR
- City of Corona, Ontario Avenue Widening
- City of Corona, General Plan EIR
- City of Wildomar, Palomar Road Widening & Realignment

HYDROLOGY/HYDRAULICS | Q3 Consulting, Inc. [Q3] is a specialized stormwater management firm with an extensive background in the planning, analysis, and design of comprehensive flood management and drainage solutions for transportation and public works projects. Q3 has extensive experience working in Moreno Valley on projects with the Riverside County Flood Control & Water Conservation District (RCFC&WCD) and is currently working with RCFC&WCD on the design of Moreno Master Plan of Drainage (MDP) Line F near Redlands Boulevard. Q3 team members also have extensive experience and knowledge of the regional drainage facilities in the Moreno Valley area having also worked on the designs for Line B at the MAFB and the drainage master plan update for the Oleander Specific Plan area.

Project Experience:

- RCTD, Nuevo Road Widening
- City of Chino, Pine Street Widening

- City of Temecula, Cherry Street Extension
- OCTA, SR-91 Widening

4.4. REQUIRED STATEMENTS

REQUIRED STATEMENTS

A. Statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.

Mark Thomas acknowledges that this RFP shall be incorporated in its entirety as a part of our proposal.

B. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.

Mark Thomas acknowledges that this RFP and our proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said agreement is fully executed by Mark Thomas and the Mayor or City Manager of Moreno Valley.

C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

Mark Thomas acknowledges that our Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in Mark Thomas' Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (if needed) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.

Mark Thomas has included a separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (in the appendices) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which Mark Thomas' Proposal is contingent and which shall take precedent over this RFP.

E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project, a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.

Mark Thomas has submitted qualifications applicable to this project including the names, qualifications and proposed duties of our staff to be assigned to this project, a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact have also been included. We understand that if one or more of our staff should become unavailable, we may substitute other staff of at least equal competence only after prior written approval by the City.

F. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project design schedule are required of both the primary consultant, as well as any sub-consultant. In addition, the applicable construction support services consultant must list the type and number or hours of geotechnical tests being proposed, as well as the type and number of hours of inspection or survey work within the Proposal. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. The construction support services Consultant is not required to provide a Project Schedule with milestones.

Upon award of a specific project/task order, Mark Thomas will provide the City with a Resource Allocation Matrix. The resource allocation matrix will list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. Mark Thomas understands that the resource allocation matrix and the project design schedule are required of both the primary consultant, as well as any sub-consultant. In addition, the applicable construction support services consultant must list the type and number or hours of geotechnical tests being proposed, as well as the type and number of hours of inspection or survey work within the Proposal. We understand that failure to do so will result in our Proposal being deemed incomplete and it will not receive further consideration. The construction support services Consultant is not required to provide a Project Schedule with milestones.

G. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project, a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

Mark Thomas has included the qualifications of our subconsultants including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project, a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact. Resumes and references for our subconsultants can be found in the appendices.

H. A statement that the Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.

Mark Thomas acknowledges and understands that the we will not be allowed to change the sub-consultant without written permission from the City.

I. A statement that all charges for Consultant (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.

Mark Thomas acknowledges that when awarded a specific project/task order, all charges for Consultant (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.

J. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

When awarded a specific project/task order, Mark Thomas will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

K. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.

Mark Thomas will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.

L. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. An itemized cost breakdown for the work described herein must be submitted in a separate file, entitled Cost file, as part of the Consultant's Proposal submittal. All extra work will require prior approval from the City.

Mark Thomas has included our hourly rate schedule. Our hourly rate schedule is part of our Proposal (uploaded separately) for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. An itemized cost breakdown for the work described herein must be submitted in a separate file, entitled Cost file, as part of Mark Thomas' Proposal submittal. All extra work will require prior approval from the City.

M. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

Mark Thomas will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

N. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

All federal laws and regulations will be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest will be adhered to.

O. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

Mark Thomas will allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records will be retained for at least three years.

P. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

Mark Thomas will comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

Q. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

Mark Thomas will comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof

R. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

Mark Thomas offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

APPENDICES

A. ATTACHMENT C - NON-COLLUSION DECLARATION

Non-Collus	ion Declaration
Note: To be executed by Proposer and submi	tted with proposal.
State of California (the State of the place of business)	
County of Orange (the County of the place of business)	
Pat Somerville, PE	, being first duly sworn, deposes and
· · · · · · · · · · · · · · · · · · ·	sociate Principal-in-Chargeof le of the person signing this form)
Mark Thomas & Company, Inc.	

the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on $\frac{XXX}{05/20/2024}$, at $\frac{XXX}{05/20/2024}$ Fort Lauderale, Florida.

Γ	ARY PUA	KELSEY PROPER	By:	Patrick Somerville
		Notary Public - State of Florida		(signature)
		Commission # HH415727	Printed Name:	Kelsey Proper
OF FLOR		Expires on June 28, 2027		(name of the person signing this form)
			Title:	Associate Principal
				(title of the person signing this form)
		H O	Notarized re	motely online using communication technology via Proc

I Alseyropen

arized remotely online using communication technology via Proof. Drivers License produced for ID.

Non-Collusion Declaration

Note: To be executed by Proposer and submitted with proposal.

State of California

(the State of the place of business)

County of Orange

(the County of the place of business)

Alahesh Thurairajah, PE, GE, BC.GE

(name of the person signing this form)

, being first duly sworn, deposes and

of

says that he/she is Principal

(title of the person signing this form)

Earth Mechanics, Inc.

(name of bidding company)

the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/14/2024 at Fountain Valley, CA.

Maheoning. By: (signature) Alahesh Thurairajah, PE, GE, BC.GE Printed Name: (name of the person signing this form) Principal Title: (title of the person signing this form) NS BE ATTACH DORNORARY

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 ORANGE

On <u>5. 20. 2 4</u>	before me, <u>BRIJ</u>	(Here insert name a	WOTAPY and title of the officer)	pw13:	,
personally appeared Al	-AHESWARAN	THURAL 121	HATA		

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 beal.

Signature of Notary Public

(Notary Seal)

BRIJ PRASAD COMM...2358214 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY My Term Exp. May 19, 2025

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT		
NOW -COLLUSION PECLARATION (Title or description of attached document)		
(Title or description of attached document continued)		
Number of Pages $1 + 2$ Document Date $5 - 30 \cdot 34$		
(Additional information)		
CAPACITY CLAIMED BY THE SIGNER		
H Individual (S)		
Corporate Officer		
(Title)		
□ Partner(s)		
□ Attorney-in-Fact		
$\Box \text{Trustee}(s)$		
□ Other		

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 to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signet(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 /ere) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this ensure the set minuted on attached to a different document.
 - acknowledgment is not misused or attached to a different document. A 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

Non-Collusion Declaration

Note: To be executed by Proposer and submitted with proposal.

State of <u>California</u> (the State of the place of business)	
County of	
Jason D. Pack (name of the person signing this form)	, being first duly sworn, deposes and
says that he/she is Principal	of
(title of the put Fehr + Peers (name of bidding company)	erson signing this form),

the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 22 [date], at $\frac{1r^{\mu}}{2}$ [city], $\frac{24}{2}$ [state]."

By: _	(signature)
Printed Name:	Jason D. Pack, P.E.
a contract of the state of the state	(name of the person signing this form)
Title:	Principa!
nue.	(title of the person signing this form)

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 Orange

On May 22. 2024 before me, D. J. Miller, Notary Public

(Here insert name and title of the officer)

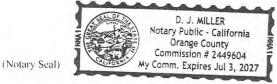
personally appeared Jason D. Pack

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

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

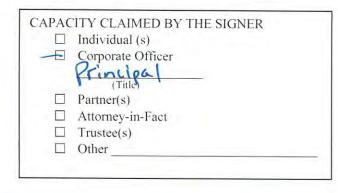
WITNESS my hand and official seal.

Signature of otary Public



ADDITIONAL OPTIONAL INFORMATION

Non-Col	THE ATTACHED DOCUMENT
(Title or descr	iption of attached document)
Declaration	_
	n of attached document continued)
Number of Pages	_ Document Date 5/22/2
(Add	itional 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 to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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

	JURAT
identity of the individual who s	r completing this certificate verifies only the igned the document to which this certificate lness, accuracy, or validity of that document.
State of California	
County of Orange	
	(or affirmed) before me on this $\frac{1}{22}$ day of $\frac{1}{1}$ day of $\frac{1}{2}$
20 zy by Jason	2 D. Pack
	My Comm. Expires Jul 3, 2027
OPTIONAL INFORM	ATION INSTRUCTIONS
• OPTIONAL INFORM	The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with
OPTIONAL INFORM DESCRIPTION OF THE ATTACHED Non-Collosion T (Title or description of attached document)	The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.
DESCRIPTION OF THE ATTACHED	 The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process. State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
DESCRIPTION OF THE ATTACHED Non - Collosion T (Title or description of attached document)	The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process. State and county information must be the state and county where the document signer(s) personally appeared before the notary public. Date of notarization must also be the same date the jurat process is completed. Print the name(s) of the document signer(s) who personally appear at the time of notarization.
DESCRIPTION OF THE ATTACHED Non - Collision T (Title or description of attached document) (Title or description of attached document cont	The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process. State and county information must be the state and county where the document signer(s) personally appeared before the notary public. Date of notarization must also be the same date the jurat process is completed. Print the name(s) of the document signer(s) who personally appear at

 Indicate title or type of attached document, number of pages and date.

2015 Version www.NotaryClasses.com 800-873-9865

Securely attach this document to the signed document with a staple.

Non-Collusion Declaration

Note: To be executed by Proposer and submitted with proposal.

State of Cal	ifornia	
	(the State of the place of business)	
County of	Orange	
	(the County of the place of business)	
Amber	Costello	, being first duly sworn, deposes and
	(name of the person signing this form)	
says that he/sh	e is President	of
	(title of the pe	rson signing this form)
Monum	nent ROW	
	(name of bidding company)	and the second second second second
behalf of, ar or corporation directly or in bid. The bide	ny undisclosed person, partnership on. The bid is genuine and not condirectly induced or solicited any o der has not directly or indirectly col	is not made in the interest of, or on , company, association, organization, ollusive or sham. The bidder has not ther bidder to put in a false or sham luded, conspired, connived, or agreed m bid or to refrain from bidding. The

with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/20/24[date], at https://www.nc.actioncolor.org at the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/20/24[date], at https://www.nc.actioncolor.org at the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/20/24[date], at https://www.nc.actioncolor.org at https://wwww.nc.actioncolor.org at https://www.nc.actioncolor.org"/>https://wwww.nc.actioncolo

By: (signature) Printed Name: Amber Costello (name of the person signing this form) Title: President (title of the person signing this form)

NOTABY DERTIFICATE NOTABY DERTIFICATE ATTACHED 5/21/24

California All-Purpose Certifica	
A notary public or other officer completing this certificate verifies document to which this certificate is attached, and not the truthf	only the identity of the individual who signed the ulness, accuracy, or validity of that document.
State of California)
County of Orange	S.S.
On 5/21/2024 before me, <u>Hile</u>	Name of Notary Public,
personally appeared	ame of Signer (1)
Name of Signer (2)	· · · · · · · · · · · · · · · · · · ·
the same in his/her/their authorized capacity(ies), an instrument the person(s), or the entity upon behalf of instrument.	which the person(s) acted, executed th
I certify under PENALTY OF PERJURY under the lar	
of the State of California that the foregoing paragraph true and correct.	
	U HE NOTARY PUBLIC-CALIFORNIA
WITNESS my hand and official seal.	My Term Exp. October 17, 2024
Signature of Notary Public	Seal
OPTIONAL INFORMA Although the information in this section is not required by law, it count this acknowledgment to an unauthorized document and may prove u escription of Attached Document	d prevent fraudulent removal and reattachment of
ne preceding Certificate of Acknowledgment is attached to a	Method of Signer Identification
ocument titled/for the purpose of	Proved to me on the basis of satisfactory evidence:
	form(s) of identification credible witness(es)
ontaining pages, and dated	Notarial event is detailed in notary journal on:
	Page # Entry #
ne signer(s) capacity or authority is/are as:	
ne signer(s) capacity or authority is/are as:	Notary contact:
Individual(s) Attorney-in-fact	Notary contact:
☐ Individual(s)	Other Additional Signer Signer(s) Thumbprints(s)
Individual(s) Attorney-in-fact Corporate Officer(s) Title(s) Guardian/Conservator	Other
Individual(s) Attorney-in-fact Corporate Officer(s) Title(s) Guardian/Conservator Partner - Limited/General	Other Additional Signer Signer(s) Thumbprints(s)
Individual(s) Attorney-in-fact Corporate Officer(s) Title(s) Guardian/Conservator	Other Additional Signer Signer(s) Thumbprints(s)

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Non-Collusion Declaration

Note: To be executed by Proposer and submitted with proposal.

(name of bidding company)

PlaceWorks, Inc.

	(title of the pe	rson signing this form)
says that he/she is	Vice President, Finance	of
	(name of the person signing this form)	
Kara L. Kosel		, being first duly sworn, deposes and
County of Orange	(the County of the place of business)	
	(the State of the place of business)	
State of California	A STATE AND A STATE OF	

the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 20 [date], at ____[city], <u>CA</u>[state]."

By:	Kara Mosel (signature)
Printed Name:	Kara L. Kosel
	(name of the person signing this form)
Title:	Vice President, Finance
	(title of the person signing this form)

A notary public or other officer of certificate verifies only the ident who signed the document to wh attached, and not the truthfulne validity of that document.	tity of the individua hich this certificate	lis	
State of California County of Orange)		P. J. IV.
OnMay 20, 2024	before me,Glo	insert name and	PUDIIC
personally appeared Kara Kos who proved to me on the basis of subscribed to the within instrumen his/her/their authorized capacity(i person(s), or the entity upon beha I certify under PENALTY OF PEF paragraph is true and correct.	satisfactory evide nt and acknowledg es), and that by hi alf of which the per	ed to me that he/s s/her/their signatur son(s) acted, exec	he/they executed the same e(s) on the instrument the cuted the instrument.
who proved to me on the basis of subscribed to the within instrumen his/her/their authorized capacity(i person(s), or the entity upon beha I certify under PENALTY OF PER	satisfactory evide nt and acknowledg es), and that by hi alf of which the per GURY under the la	ed to me that he/s s/her/their signatur son(s) acted, exec	he/they executed the same e(s) on the instrument the cuted the instrument.

Non-Collusion Declaration

Note: To be executed by Proposer and submitted with proposal.

State of	California	
	(the State of the place of business)	
County of	Riverside	
	(the County of the place of business)	•
John Mo	Carthy	, being first duly sworn, deposes and
	(name of the person signing this form)	
says that he/she	e is Vice President	of
	(title of t	he person signing this form)
Q3 Cons	sulting	

(name of bidding company)

the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on May 14, 2024 at Foothill Ranch, CA.

	Alle/A	
By:	fer Chy	
	(signature)	
Printed Name:	John McCarthy	
	(name of the person signing this form)	_
Title:	Vice President	
	(title of the person signing this form)	_

. . /

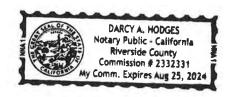
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of Ca	alifornia			1			
County of		Or	ange	}			
On	May	20,	2024 before	me,	Darcy	A. Hodges,	Notary Public
	Do	ate			Here Insert Name	and Title of the Off	icer
personally	appeare	d	John	M° Ca	arthy		
				Nan	ne(s) of Signer(s)		

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



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

WITNESS my hand and official seal.

Varcy de Signature Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can d fraudulent reattachment of this f	eter alteration of the document or orm to an unintended document.
Description of Attached Document Title or Type of Document:	usion Declaration
Document Date: May 14, 2024	Number of Pages:/
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
Corporate Officer - Title(s): <u>Vice President</u>	□ Corporate Officer – Title(s):
□ Partner – □ Limited □ General	🗆 Partner – 🗆 Limited 🗆 General
□ Individual □ Attorney in Fact	Individual Attorney in Fact
Trustee Guardian or Conservator	Trustee Guardian or Conservato
□ Other:	□ Other:
Signer is Representing: <u>Proactive</u> : R3 Consulting	Signer is Representing:

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B. ATTACHMENT E - EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

Local Assistance Procedures Manual

Exhibit 10-O1 Consultant Proposal DBE Commitment

6. Prime Certified DBE:

Reset Form

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Moreno Valley

2. Contract DBE Goal: TBD

3. Project Description: HEACOCK STREET SOUTH EXTENSION (CITY PROJECT NO. 801 0010)

4. Project Location: Moreno Valley

5. Consultant's Name: Mark Thomas & Company, Inc.

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Geotechnical	6956	Alahesh Thurairajah, 765 North Main St, STE 136, Corona, CA 92880, (951) 333-3648	TBD
Right-of-Way	46456	Robert Morrison, 200 Spectrum Center, STE 300, Irvine, CA 92618, (800) 577-0109	TBD
Local Agency to Complete this	Section		
17. Local Agency Contract Number:		11. TOTAL CLAIMED DBE PARTICIPATION	%
18. Federal-Aid Project Number:			70
Consultant's Ranking after Evaluation: Local Agency certifies that all DBE certifications are this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed regardless of tier. Written confirmation of each liste required.	
21. Local Agency Representative's Signature	22. Date	12. Preparer's Signature 13. Date	
23. Local Agency Representative's Name	24. Phone	Pat Somerville, PE (714) 3 14. Preparer's Name 15. Phon Associate Principal 110. Phon	815-5222 e
25. Local Agency Representative's Title		16. Preparer's Title	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

C. ATTACHMENT F - EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

Not Applicable to Mark Thomas & Company, Inc. EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:2. Status of Federal Action	ederal Action: 3. Report Type:
 a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance Mame and Address of Reporting Entity Prime Subawardee Tier, if known 	*
Congressional District, if known	Congressional District, if known
6. Federal Department/Agency:	7. Federal Program Name/Description:
8. Federal Action Number, if known:	CFDA Number, if applicable9. Award Amount, if known:
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)
(attach Continuation S	heet(s) if necessary)
 12. Amount of Payment (check all that apply) \$ actual planned 13. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature 15. Drift Due indices of four integration of four states are stated as a state of the state of	 14. Type of Payment (check all that apply) a. retainer b. one-time fee c. commission d. contingent fee e deferred f. other, specify
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:	
	n Sheet(s) if necessary)
 16. Continuation Sheet(s) attached: Yes 17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. 	No Image: Construction of the second sec
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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: 2. Status of F	ederal Action: 3. Report Type:	
Image: a. contract Image: a. bid/offer/ap b. grant Image: b. initial awar c. cooperative agreement Image: b. initial awar d. loan Image: c. post-award e. loan guarantee Image: c. post-award f. loan insurance Image: c. post-award 4. Name and Address of Reporting Entity Image: Prime Image: subawardee Tier_1st, if known		
Congressional District, if known	Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description:	
	CFDA Number, if applicable	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation S	Sheet(s) if necessary)	
 12. Amount of Payment (check all that apply) \$ actual planned 13. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature Value 	 14. Type of Payment (check all that apply) a. retainer b. one-time fee c. commission d. contingent fee e deferred f. other, specify	
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:		
(attach Continuatio	on Sheet(s) if necessary)	
16. Continuation Sheet(s) attached: Yes	No 🗸	
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	Telephone No.: 714-751-3826 Date: 5/13/24	
	Authorized for Local Reproduction Standard Form - LLL	
Federal Use Only:		
Standard Form LLL Rev. 04-28-06		

NOT APPLICABLE FOR FEHR & PEERS, INC. Exhibit 10-Q Disclosure of Lobbying Activities		
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352		
1. Type of Federal Action:2. Status of Federal Action	ederal Action: 3. Report Type:	
 a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 4. Name and Address of Reporting Entity Prime Subawardee Tier, if known Congressional District, if known		
6. Federal Department/Agency:	7. Federal Program Name/Description:	
 8. Federal Action Number, if known: 10. Name and Address of Lobby Entity (If individual, last name, first name, MI) 	 CFDA Number, if applicable	
(attach Continuation S	heet(s) if necessary)	
 12. Amount of Payment (check all that apply) \$ actual planned 13. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature Value 	 14. Type of Payment (check all that apply) a. retainer b. one-time fee c. commission d. contingent fee e deferred f. other, specify	
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Federal Use Only:	Standard Form - LLL	
Standard Form LLL Rev. 04-28-06		

NOT APPLICABLE TO MONUMENT ROW **EXHIBIT 10-O DISCLOSURE OF LOBBYING ACTIVITIES** COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352 **1.** Type of Federal Action: 2. Status of Federal Action: 3. Report Type: a. contract a. bid/offer/application a. initial b. initial award b. material change b. grant c. post-award c. cooperative agreement For Material Change Only: d. loan e. loan guarantee year quarter Not Applicable f. loan insurance date of last report Name and Address of Reporting Entity 5. If Reporting Entity in No. 4 is Subawardee, 4. **Enter Name and Address of Prime:** Subawardee Prime Tier , if known Congressional District, if known Congressional District, if known Federal Department/Agency: 7. Federal Program Name/Description: 6. **CFDA Number,** if applicable 8. Federal Action Number, if known: 9. Award Amount, if known: 10. Name and Address of Lobby Entity **11. Individuals Performing Services** (If individual, last name, first name, MI) (including address if different from No. 10) (last name, first name, MI) (attach Continuation Sheet(s) if necessary) 12. Amount of Payment (check all that apply) 14. Type of Payment (check all that apply) \$ actual planned a. retainer b. one-time fee Form of Payment (check all that apply): c. commission 13. a. cash d. contingent fee e deferred b. in-kind; specify: nature Value f. other, specify 15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary) 16. **Continuation Sheet(s) attached:** Yes No 17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance Signature: was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. Print Name: Amber Costello 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any Title: President person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than Telephone No.: 562.260.0507 Date: 5/13/24 \$100,000 for each such failure. Authorized for Local Reproduction Standard Form - LLL **Federal Use Only:** Standard Form LLL Rev. 04-28-06

NOT APPLICABLE TO PLACEWORKS, INC. EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES		
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352		
1. Type of Federal Action:2. Status of Federal Action	ederal Action: 3. Report Type:	
 a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 4. Name and Address of Reporting Entity Prime Subawardee Tier, if known 	 b. material change For Material Change Only: year quarter date of last report 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 	
Congressional District, if known	Congressional District, if known	
 Federal Department/Agency: Federal Action Number, if known: Name and Address of Lobby Entity 	 Federal Program Name/Description: CFDA Number, if applicable Award Amount, if known: 11. Individuals Performing Services 	
(If individual, last name, first name, MI)	(including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
 12. Amount of Payment (check all that apply) \$ actual planned 13. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature Value 	 14. Type of Payment (check all that apply) a. retainer b. one-time fee c. commission d. contingent fee e deferred f. other, specify 	
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 (attach Continuation Continuation Sheet(s) attached: Yes If. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. 	n Sheet(s) if necessary) No Digitally signed by PF Signature: PF Print Name: Pamela Fahy Title: Marketing/Business Development Manager	
	Telephone No.: <u>714-966-9220</u> Date: <u>5/22/24</u>	
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Not Applicable for Q3 Consulting, Inc.		
EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES		
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352		
1. Type of Federal Action:2. Status of Federal Action	ederal Action: 3. Report Type:	
 a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 		
4. Name and Address of Reporting Entity	5. If Reporting Entity in No. 4 is Subawardee,	
Prime Subawardee Tier, if known	Enter Name and Address of Prime:	
Congressional District, if known	Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description:	
	CFDA Number, if applicable	
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	Title: Vice President	
\$100,000 for each such failure.	Telephone No.: <u>949-259-6730</u> Date: <u>5/27/24</u>	
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RESUMES

RESUMES



JOSH COSPER, PE, PLS, QSD -

EDUCATION BS, Civil Engineering, University of California, Irvine REGISTRATION CA Civil PE #C71667 | CA PLS #8774 |CA QSD #00709

Josh is a successful project manager on numerous transportation and roadway corridor improvement projects providing project management, planning, and final design services. He has led over 50 miles of transportation corridor improvements throughout the Inland Empire and Coachella Valley over the last 10 years. He is the ideal project manager for this project as Josh provided support on the previous efforts for this project in the conceptual development, including experienced in providing coordination with major project stakeholders such as MARB, March JPA, and the City of Perris.

REPRESENTATIVE PROJECTS

HEACOCK STREET IMPROVEMENTS & SOUTH EXTENSION, MORENO VALLEY

Project manager responsible for the NEPA/CEQA environmental clearance, preliminary engineering and final design of phased roadway widening improvements (two lanes to six lanes) from Harley Knox Boulevard to Cactus Avenue (3.6 miles) over two phases of projects. Josh was also responsible for utility coordination/relocation planning, development of a conceptual multi-lane roundabout, bridge modifications, and the design of approximately 1000 If of RCFC & WCD regional storm drain facilities.

LIMONITE AVENUE GAP CLOSURE, EASTVALE

Project manager responsible for the preparation of roadway and bridge widening improvements to a one mile segment of Limonite Avenue from Hellman Avenue in the City of Chino to Archibald Avenue. Project includes coordination with numerous high profile developers, regulatory permits, development of a multi-lane roundabout, a three span bridge structure, and assistance to the City in adoption of project specific design and safety standards. Josh was responsible for identifying an alternative design that reduced approximately 100 feet less of the bridge length saving the City nearly \$5M.

NUEVO ROAD WIDENING & BRIDGE REHABILITATION, RIVERSIDE COUNTY

Project manager for the replacement of the existing Nuevo Road Bridge over San Jacinto River. The existing two-lane bridge will be replaced with a four-lane structure accommodating the future build out of Nuevo Road. The approach roadway will taper from the new wider structure to the existing two-lane roadway. Responsibilities include managing preliminary engineering, life cycle cost analysis for structure widening versus replacement, final roadway and bridge design, environmental clearance, hydraulic analysis, geotechnical investigation, permitting, and rightof-way acquisition. Primarily funded by HBP funds, the project will follow the process and procedures under the Caltrans Office of Local Programs.

PALOMAR STREET WIDENING, WILDOMAR

Project manager for the final design and streetscape planning services being provided. The project includes over one mile of Palomar Street and Gruwell Street through the Old Town District of Wildomar perimeter walls, decorative landscape and hardscape, multi-use and equestrian trail facilities, Class II bicycle lanes, as well as bus facilities to accommodate all modes of travel but also maintaining the aesthetic theme of Old Town.

HAMNER AVENUE WIDENING IMPROVEMENTS, NORCO

Project manager responsible for preliminary engineering, environmental clearance and final design for the construction of urban arterial roadway and storm drain improvements to Hamner Avenue. Project also included the design of an extension to an existing 72-inch diameter RCP storm drain and the installation of a prefabricated steel arch tunnel structure. Josh was also responsible the design of approximately 2,000 LF of a 20-inch water transmission line relocation, 5,000 LF of a 30-inch water transmission line relocation and coordination with Southern California Edison to relocate 10 electric transmission/ distribution poles.





PAUL MITTICA, PE* CALTRANS COORDINATION

EDUCATION BS in Civil Engineering

REGISTRATION CA Civil PE #C84987

Paul has more than 23 years of experience ranging from large complex Caltrans state highway projects to working on public works civil and traffic projects in the Inland Empire. He has developed engineering and geometrics for 30 intersections, 10 interchanges, and more than 40 miles of freeway improvements, including the I-15 and I-80 corridors in Utah. He has recently focused his efforts to integrate and navigate projects through the environmental, planning and final design processes with many years of relevant work and relationships throughout the IE and Caltrans District 8. Paul is hands-on with every aspect of a project that lead to streamlined reviews and approvals with local civil and transportation projects.

REPRESENTATIVE PROJECTS

CHERRY STREET EXTENSION, TEMECULA

Project manager responsible for the design of roadway extension and the Murrieta Creek crossing for the City of Temecula. The project will provide an interim roadway connection from the existing Cherry Street to the proposed new intersection, requiring a crossing over the Murrieta Creek. Cherry Street will ultimately serve as divided four lane arterial roadway facility that provides connectivity from Diaz Road to French Valley Parkway for the cities of Murrieta and Temecula residents. Extensive coordination with RCFC & WCD, RCWD, and RCA.

MADISON STREET WIDENING, INDIO

Project manager responsible for the environmental approval and final design for improvements to Madison Street from Highway 111 to Avenue 48 to relieve traffic congestion and improve safety for all modes of travel. The project will reconfigure Madison Street to include two lanes in each direction from Highway 111 to Avenue 48 and will include the design of a center median with a left turn lane, new connected bike lanes, and new curb, gutter and sidewalk. At the Highway 111 intersection, Madison Street will be improved to accommodate northbound and southbound right turn.

BREA CANYON ROAD WIDENING, ORANGE COUNTY

Senior project engineer responsible for the design to widen nearly two miles of Brea Canyon Boulevard from Canyondale Drive to the Orange County/LA County boundary line. The project improvements include widening the existing undivided two-lane roadway to a four-lane divided roadway, replacing the three existing bridges over the Brea Canyon Channel, rehabilitating the existing channel, construction permanent retaining walls up to 65 feet high, and replacing the traffic signal at Canyon County Road. The project involves complex construction staging to keep the roadway in operation during construction, as it is a reliever route for SR-57.

CALEXICO BRIDGE WIDENING, CALEXICO

Design manager responsible for overseeing design services and final deliverables, including ensuring that scope, schedule, and budget are maintained. Under Paul's leadership, the design team delivered Release for Construction Plans in 10 months, ahead of schedule. Paul represents the Mark Thomas team, serving as Engineer of Record in a subconsultant role to Hazard Construction. ICTC, FHWA, and Caltrans along with the U.S. General Services Administration (GSA) propose to widen the existing Calexico East Port of Entry Bridge over the All-American Canal near the US/ Mexico border to improve access to the existing inspection booths. Mark Thomas's responsibilities included all civil components of the project including roadway widening for 2 additional commercial vehicle lanes and 3 additional pass vehicle lanes NB from Mexico to the Border Patrol Facility, bridge widening, box culvert extensions, drainage improvements, water quality treatment, electrical, and constructing a pedestrian foot path that connects Mexico to Border Patrol Facilities to allow safe passage across the border.

I-215/HARLEY KNOX INTERCHANGE, PERRIS

Project manager for the PA/ED for improvements that will serve as an important mitigation measure in response to the increased traffic congestion, improve goods movement for existing and future industrial developments in the region, and provide a more efficient access to the freeway as well as east-west connectivity over I-215 within the City of Perris and communities beyond. The new interchange will be able to better accommodate the increased traffic and will also align with complete streets principles, allowing for a better flow for all modes of travel.



[*] - Assistant Project Manager as Necessary



PAT SOMERVILLE, PE -

EDUCATION BS, Civil Engineering, California State University, Long Beach

REGISTRATION CA Civil PE #C56141

Pat has more than 38 years of experience in civil engineering and management with a focus on municipal transportation and other complex capital improvement projects. He brings proven consensus building skills. He is adept at public presentations at City Council, Commission or community outreach meetings. He actively engages third parties, including regulatory agencies, utility companies, Class I and commuter rail and CPUC, coordinating early and often through the project life cycle. These relationships and this approach will lead to project approvals and on-time project delivery. His career also includes 12 years working in the public sector, which provides him with a detailed understanding of governmental and agency processes, project finance and needs analysis, as well as the technical and contractual requirements for the design and construction of civil projects.

REPRESENTATIVE PROJECTS

CAMPUS AVENUE AT-GRADE RAILWAY CROSSING SAFETY IMPROVEMENTS, ONTARIO

Project manager for the preliminary engineering, environmental clearance and PS&E for the modifications to this at-grade crossing. Work includes the installation of a new traffic signal at the adjacent cross-street, curb return, median and pedestrian improvements, and layout of new rail crossing safety equipment, including exit gates and cantilever signals. Project is CPUC Section 130 funded. Coordination with CPUC, including the GO-88B, UPRR, Metrolink and Caltrans Division of Rail is being provided.

YORBA LINDA BOULEVARD WIDENING AND SAVI RANCH PARKWAY WIDENING PROJECTS, YORBA LINDA

Project manager providing final design services for the widening of Yorba Linda Boulevard and Savi Ranch Parkway that includes the bridge widening over the Santa Ana River. Scope of work includes PS&E for both as well as leading the efforts on regulatory permitting processes. Was the lead civil engineer who delivered the previous two phases that the final design will be based off of which is the Savi Ranch Mobility Feasibility Study and Project Report & Environmental Document (PR/ED).

SAN FERNANDO ROAD IMPROVEMENTS, GLENDALE

Project manager for the City of Glendale's PS&E project located on San Fernando Road between Elk Avenue and the northerly limit of the City of Glendale at Spazier Avenue. Scope of work includes rehabilitation of existing pavement and hardscape, include bicycle facilities, modifications to bus stop locations from near-side to far-side intersections, add raised medians and street beautification features south of Grandview, and include sewer repair north of the Grandview Avenue intersection. This project is a part of the Citywide capital improvement projects (CIP), which contains 365 miles of streets and alleys. The City is investing approximately \$457M in its paved roadway network.

CANNON STREET WIDENING, ORANGE

Project manager responsible for the structure design, hydraulic analysis, geotechnical investigation and environmental clearance, and permitting for the widening of Cannon Street between Santiago Canyon Road and Serrano Avenue. This vital project will address the heavy regional traffic during the afternoon peak hours that are bypassing congestion on adjacent freeways. In the southbound direction, pedestrian and bicycle traffic will be pulled off Cannon Street and directed onto a new prefabricated bridge spanning over Santiago Creek.

BREA CANYON ROAD WIDENING, ORANGE COUNTY

Project manager providing the PS&E, geometric design and retaining wall and bridge design for the widening of nearly two miles of Brea Canyon Boulevard from Canyondale Drive to the Orange County/LA County boundary line, and the replacement of three bridges. The project improvements include widening the existing undivided two-lane roadway to a four-lane divided roadway, replacing the three existing bridges over the Brea Canyon Channel, rehabilitating the existing channel, constructing permanent retaining walls up to 65-feet-high, and replacing the traffic signal at Canyon Country Road.





KIMBERLY BARLING, PE -

EDUCATION BS, Civil Engineering, University of California, Irvine

REGISTRATION CA Civil PE #C92279

Our civil lead has extensive experience in providing her engineering expertise on roadway realignment, roadway widening, grade separation, street beautification, and complete street enhancement projects. Kimberly is well versed in minimizing right-of-way impacts by being involved in the utility coordination process and coordinating with other project stakeholders. She was the project engineer on the City Wildomar Palomar Street Widening and City of Norwalk Firestone Boulevard Widening projects, and the design engineer on the City of Eastvale Limonite Avenue Gap Closure project.

REPRESENTATIVE PROJECTS

PALOMAR STREET WIDENING, WILDOMAR

Project engineer for the final design and streetscape planning services being provided. The project includes over one mile of Palomar Street and Gruwell Street through the Old Town District of Wildomar perimeter walls, decorative landscape and hardscape, multi-use and equestrian trail facilities, Class II bicycle lanes, as well as bus facilities to accommodate all modes of travel but also maintaining the aesthetic theme of Old Town.

LIMONITE AVENUE GAP CLOSURE, EASTVALE

Design engineer prior to joining the firm who developed retaining walls, pedestrian plazas and flood control access road. In addition, she also assisted with construction detail plans. This project extended Limonite Avenue from its current terminus at Archibald Avenue to Hellman Avenue. The gap closure constructed a divided four-lane facility with 11-foot travel lanes. The project extended bicycle and pedestrian facilities with the construction of 12-foot Class 1 paths on both sides of the roadway. This project also constructed a 320-foot bridge over Cucamonga Creek Channel. A roundabout was constructed at driveway entrances. The gap closure provided a regional east-west connection from SR-71 to I-15.

FIRESTONE BOULEVARD WIDENING, NORWALK

Project engineer providing support for the development of the drainage plans, green streets report, Engineer's cost estimate, and specifications. This roadway improvement project that will widen Firestone Boulevard to six lanes from Hoxie Avenue to Imperial Highway to accommodate the existing and projected traffic volumes. Phase 1 consists of two lanes in each direction with 10-foot sidewalks, on-street parking, and a variable width median within a right-ofway of 110 feet. This phase will be widened to six lanes as well as maintain on-street parking, sidewalks, and adding bicycle facilities.

MCKINLEY STREET GRADE SEPARATION, CORONA

Project engineer for the McKinley Street Grade Separation Project in the City of Corona. Services include overseeing the progress of the project, coordinating between various agencies, utility companies and other key stakeholders, pursuing and securing additional funding sources, and identifying grant opportunities and preparing grant applications. We are also coordinating with the City and design consultant to complete right-of-way certification and utilities relocation.

SAN FERNANDO ROAD IMPROVEMENTS, GLENDALE

Project engineer for the City of Glendale's PS&E project located on San Fernando Road between Elk Avenue and the northerly limit of the City of Glendale at Spazier Avenue. Scope of work includes rehabilitation of existing pavement and hardscape, include bicycle facilities, modifications to bus stop locations from near-side to far-side intersections, add raised medians and street beautification features south of Grandview, and include sewer repair north of the Grandview Avenue intersection. This project is a part of the Citywide Capital Improvement Projects (CIP), which contains 365 miles of streets and alleys. The City is investing approximately \$457M in its paved roadway network.





TRISHA KEITH, PE * CIVIL/ROADWAY

EDUCATION BS, Civil Engineering, University of California, Irvine

REGISTRATION CA Civil PE #62490

Trisha has 26 years of experience as a technical lead and project engineer for local roadway, highway, active transportation, and bicycle and pedestrian facility improvement projects, including Caltrans facilities. Her expertise ranges from preparing preliminary studies to developing the final construction plans, specifications, and cost estimates for roadway projects. She has a strong working knowledge of Caltrans standards, and has led teams in the development of multiple project initiation and project approval documents.

REPRESENTATIVE PROJECTS

BREA CANYON ROAD WIDENING, ORANGE COUNTY

Technical lead engineer responsible for preparing technical specifications and providing technical design guidance for the widening of nearly 2 miles of Brea Canyon Boulevard from Canyondale Drive to the Orange County/LA County boundary line. The project improvements include widening the existing undivided two-lane roadway to a four-lane divided roadway, replacing the three existing bridges over the Brea Canyon Channel, rehabilitating the existing channel, constructing permanent retaining walls up to 65 feet high, and replacing the traffic signal at Canyon Country Road.

I-215/HARLEY KNOX INTERCHANGE, PERRIS

Project engineer for PA/ED for improvements that will serve as an important mitigation measure in response to the increased traffic congestion, improve goods movement for existing and future industrial developments in the region, and provide a more efficient access to the freeway as well as east-west connectivity over I-215 within the City of Perris and communities beyond. The new interchange will be able to better accommodate the increased traffic and will also align with complete streets principles, allowing for a better flow for all modes of travel.

CULVER DRIVE REALIGNMENT AND WIDENING, IRVINE

Project engineer responsible for geometric design and details, traffic striping, and estimates for final plans, specifications and estimates for improvements to Culver Drive from Campus Drive to Bonita Canyon Drive in Irvine, California. Proposed improvements included roadway widening, signal improvements, a meandering Class I bicycle trail, water quality improvements, and noise barriers along adjacent residential development.

FOOTHILL PARKWAY WESTERLY EXTENSION, CORONA

Project engineer responsible for preliminary design, final design, and construction support of a two-mile extension of Foothill Parkway, from approximately 250 feet west of Trudy Way to Green River Road. The extension included a new four-lane roadway, three local street connections and widenings, bridges, retaining walls, modification of an existing dam, major storm drain facilities, utilities, a multipurpose trail, and trailhead parking.

UNIVERSITY DRIVE WIDENING, IRVINE

Project engineer responsible for preliminary design of proposed improvements to University Drive between MacArthrur Boulevard and Campus Drive. Proposed improvements would widen the roadway from a fourto six-lane arterial, provide new sidewalk to improve pedestrian access to UC Irvine and San Diego Creek Trail, improve bicycle and pedestrian connectivity, construct retaining walls, and provide water quality treatment.

CROWN VALLEY PARKWAY WIDENING, LAGUNA NIGUEL

Engineer responsible for design and evaluation of roadway improvement concepts, trail continuity, widening impacts, and traffic striping for preliminary design improvements on Crown Valley Parkway between Greenfield Drive and Cabot Road.

I-205/I-580/ INTERNATIONAL PARKWAY INTERCHANGES, TRACY

Project engineer responsible for the PA&ED phase of the Mountain House Interchange projects at I-580 and I-205. These projects will reduce congestion, increase capacity and improve local circulation and functionality at both interchanges to accommodate increased traffic volumes due to the 450 acre Cordes Ranch project. The I-580 interchange preferred alternative is a DDI.





EDUCATION BA, Political Science, California State University, Stanislaus REGISTRATION

American Institute of Certified Planner (AICP) #019631

Mark Teague, with over 35 years of experience, has been providing CEQA/NEPA clearance support on transportation infrastructure projects for public agencies throughout the state of California. **He worked with our project manager on the Heacock Street Improvements & South Extension project for the City in 2013, outlining a comprehensive approach to CEQA/NEPA clearance for the project, and will continue to provide his environmental clearance expertise on this project, leveraging his project knowledge with the City of Moreno Valley to continue to find efficiencies throughout delivery. Mark has worked with Mark Thomas on numerous projects throughout the years**, such as the **City of Corona Ontario Avenue Widening and the City of Wildomar Palomar Street Complete Streets projects**. There will be no learning curve working with the Mark Thomas Team.

REPRESENTATIVE PROJECTS

HEACOCK STREET IMPROVEMENTS & SOUTH EXTENSION, MORENO VALLEY

Environmental lead responsible for the NEPA/CEQA environmental clearance, for the proposed phased roadway widening improvements (two-lanes to six-lanes) project from Harley Knox Boulevard to Cactus Avenue (3.6 miles) over two phases of projects.

ONTARIO AVENUE WIDENING, CORONA

Environmental lead providing environmental support for the improvements and widening of Ontario Avenue from Lincoln Avenue to Conejo Street in the City of Corona. Enhancements include widening of one lane vehicular travel in each direction with improved bicycle & pedestrian accommodations, raised median, roadway lighting, improved property access & installed driveways, signal installations/modifications, utility relocations/horizontal setbacks, sewer laterals, drainage improvements, corridor continuity, and other mitigation measures to address local residents' concerns. These improvements will ultimately provide three lanes of vehicular travel in each direction and a Class II Bikeway in the eastbound direction, while preserving the surrounding environment.

PALOMAR STREET COMPLETE STREETS, WILDOMAR

Environmental lead providing environmental support for the final design and streetscape planning services being provided. The project includes over one mile of Palomar Street and Gruwell Street through the Old Town District of Wildomar perimeter walls, decorative landscape and hardscape, multiuse and equestrian trail facilities, Class II bicycle lanes, as well as bus facilities to accommodate all modes of travel but also maintaining the aesthetic theme of Old Town.

CLINTON KEITH ROAD WIDENING (PHASE 1), WILDOMAR

Environmental lead providing environmental support for the Clinton Keith Road Widening project for the first phase of a two-phase project to widen existing Clinton Keith Road east of the I-15 freeway in the City of Wildomar. Phase 1 widens the road from Arya Drive to the eastern city limits (Copper Craft Drive), to provide a minimum of four-lanes of traffic (two in each direction) throughout the entire segment, and Phase 2 widens the road from Arya Drive to Elizabeth Lane to six-lanes (three in each direction).

ON-CALL STAFF SERVICES CITY OF EASTVALE

Environmental planning manager who provided oversight and coordination for all environmental documents prepared for the City. Managed consultants hired by project applicants to prepare environmental documents and reviewed all consultant-prepared environmental documents. Prepared staff reports and presented projects to the planning commission and the city council.

ON-CALL STAFF SERVICES CITY OF WILDOMAR

Planning manager who prepared environmental documents and provided planning recommendations for development projects in the city. Responded to technical questions from staff, the public, and elected officials regarding all levels of development review and approval. Managed other consultants preparing all levels of environmental review. Provided technical direction to the applicant and other consulting teams regarding the level of analysis and the effectiveness of mitigation.





MALIA DURAND* NEPA/CEQA

EDUCATION BS, Environmental Science, San Diego State University

REGISTRATION Certified Inspector of Sediment and Erosion Control In-Training (CISEC-IT)

Malia is a highly skilled environmental land use planner with over 16 years of experience in environmental review and urban planning. She is an adept problem solver and a strong leader with excellent communication and interpersonal skills. Malia specializes in managing a wide variety of CEQA/NEPA public and private- sector development projects. Her experience includes managing a team of urban and environmental planners and overseeing the production of numerous environmental projects, as well as planning and zoning projects throughout Southern California. She has also led and participated in critical negotiations with local, state, and federal resource agencies regarding impacts to sensitive habitat, jurisdictional resources, and species listed by the California and federal Endangered Species Acts.

REPRESENTATIVE PROJECTS

ONTARIO AVENUE WIDENING, CORONA

Environmental project manager providing environmental support for the improvements and widening of Ontario Avenue from Lincoln Avenue to Conejo Street in the City of Corona. Enhancements include widening of one lane vehicular travel in each direction with improved bicycle & pedestrian accommodations, raised median, roadway lighting, improved property access & installed driveways, signal installations/modifications, utility relocations/ horizontal setbacks, sewer laterals, drainage improvements, corridor continuity, and other mitigation measures to address residents' concerns. These improvements will ultimately provide three lanes of vehicular travel in each direction and a Class II Bikeway in the eastbound direction, while preserving the surrounding environment.

SAN VICENTE ROAD WIDENING PROJECT, SAN DIEGO COUTNY

Assisted in preparation of the EIR for a project in the unincorporated community of Ramona in northern San Diego County's Ramona Community Planning Area The county completed improvements to a 2.25-mile-long segment of San Vicente Road from Warnock Drive to just east of Wildcat Canyon Road that included two travel lanes, two bicycle lanes, a stabilized decomposed granite (DG) pathway on the west/south side of the road, a native graded parkway on the east/north side of the road, and turn lanes at the intersections with Warnock Drive and Wildcat Canyon Road. Curve and road elevation realignments improved horizontal and vertical sight distances for motorists.

LEGACY HIGHLANDS INDUSTRIAL SPECIFIC PLAN EIR PEER REVIEW, BEAUMONT

Environmental lead providing third party peer review as part of an on-call environmental services contract with the City of Beaumont for the EIR for The 2022 Legacy Highlands Industrial Specific Plan Project on a site that encompasses approximately 1,365.14 acres, located south of the SR-60 Freeway and east of Potrero Boulevard, adjacent to the southwestern portion of the City of Beaumont. The project proposes construction and operation of up to approximately 20,406,000 square feet of warehouse uses and up to approximately 143,000 square feet of general commercial (shopping center) uses on approximately 780.98 acres. Approximately 554.44 acres, or 40.6 percent of the total Specific Plan area would remain undeveloped and preserved as Open Space Land Use.

COUNTY OF SAN DIEGO DEPARTMENT OF PUBLIC WORKS, SAN DIEGO COUNTY

Land use/environmental planner at the County. Malia managed the environmental processing of CIPs, from concept through construction and final mitigation sign-off. Projects included road improvements, bridge rehabilitation and construction, flood control facilities, dump remediation, and complex emergency repair projects. She conducted critical negotiations with local, state, and federal resource agency representatives for all permitting and compensatory mitigation associated with impacts to sensitive habitat, jurisdictional resources, and listed species. Malia performed environmental code compliance, violation resolution, and environmental remediation, and maintained up-to-date knowledge of environmental laws, regulations, and policy governing both public and private development. During her time at the County, Malia frequently presented to members of the public, stakeholder groups, community planning groups, and representatives of state and federal regulatory agencies. She also spearheaded the development of numerous technological advances for essential countywide programs, resulting in substantial labor and cost savings.





JOHN McCARTHY, PE, CFM -

EDUCATION BS, Civil Engineering, California Polytechnic State University, San Luis Obispo REGISTRATION

CA Civil PE #47583 | CA CFM #05-01596

John is experienced in the development, design, and construction of flood control and drainage improvements for transportation and public works projects. His experience is concentrated in the field of stormwater management, including hydrology studies, detailed hydraulic analyses, floodplain managements, and improvement plan preparation. He has prepared drainage studies and floodplain evaluations for transportation projects throughout Southern California. **He has extensive experience working with the Riverside County Flood Control & Water Conservation District in Moreno Valley area including the design for the Moreno MDP Facility Line F and the Perris Valley MDP Line B Improvements on the March Air Force Base (MAFB)**.

REPRESENTATIVE PROJECTS

MORENO MDP FACILITY LINE F IMPROVEMENTS, MORENO VALLEY

Drainage manager for the preparation of final PS&E for the improvement to Line F from Redlands Boulevard to Alessandro Boulevard. John is providing processing improvements through RCFC&WCD for project approvals.

BEDFORD CANYON CHANNEL-STAGE 1 IMPROVEMENTS, CORONA

Drainage manager leading engineering and design for the channel improvements from I-15 to Temescal Creek. The team developed hydrology and hydraulics models for the channel, prepared alternatives analysis, and is completing the PS&E for the final design of the recommended improvements.

CHERRY STREET EXTENSION, TEMECULA

Drainage manager for the preparation of hydraulic and scour studies along Murrieta Creek to support the proposed extension of Cherry Street. John prepared new HEC-RAS hydraulic models for the existing and project conditions, which included proposed crossings of the creek. He evaluated the existing levees and prepared updated flood mapping.

PERRIS VALLEY MDP FACILITY LINE B, RIVERSIDE COUNTY

Drainage lead for the preparation of hydrology and hydraulic studies to support the final design for the extension for MDP Facility Line B from Van Buren Blvd to the railroad. John processed analysis through March JPA and RCFC&WCD for approvals.

RCFC&WCD ON-CALL CONTRACT, RIVERSIDE COUNTY

Program manager who provided drainage and flood control planning and engineering services under an on-call contract with the District. The projects included regional hydrology study for the Murrieta Creek Watershed, hydrology and hydraulic modeling for floodplain revisions along Temecula Creek, and investigations and repairs for drainage systems at the Woodcrest and Sycamore Canyon Dams.

CALTRANS ON-CALL TECHNICAL HYDRAULIC SERVICES

Project manager for numerous task orders under this oncall contract with Caltrans HQ. Tasks included development of geomorphic considerations for hydraulic cross drainage and design guidance for bio-engineered channel systems.

PINE STREET WIDENING, COROINA

Drainage lead for the preparation of drainage studies and storm drain/culvert improvements plans for widening of Pine Street from SR-83 to Hellman Avenue. Included design for regional master planned facility Line J crossing. Work in the area also included regional hydrology and hydraulic studies to update the Preserve Master Plan of Drainage to support the design of the Pine Avenue culvert crossings.





REMI CANDAELE, PE, MS, QSD, QISP * HYDROLOGY/HYDRAULICS

EDUCATION

MS, Civil Engineering, Water Resources, University of Texas at Austin **REGISTRATION** CA Civil PE #77517

Remi has 18 years of extensive experience in surface water management. He has been involved with a variety of projects including, but not limited to, hydromodification management plans, BMP design, TMDL development, comprehensive restoration plans, retrofitting studies, water harvesting, economic analyses, and statistical analyses.

REPRESENTATIVE PROJECTS

RCTD NPDES COMPLIANCE ON-CALL, RIVERSIDE COUNTY

Hydrology/hydraulics support who provided assistance on construction site inspection for general permit compliance on Caltrans oversight projects and non-Caltrans projects. Responsibilities included SWPPP review including redlines, specific comments, and assistance to RCTD staff in developing a document review procedure. Remi also provided BMP evaluation and recommendations for highway and roadway sites, post construction BMP selection and design including WQMP development, and development and delivery of extensive CGP and MS4 compliance training for RCTD plan checkers and inspectors.

CALTRANS TMDL DISTRICT 8 ASSISTANCE/NUTRIENTS TMDLS FOR LAKE ELSINORE AND CANYON LAKE, SAN BERNARDINO AND RIVERSIDE COUNTIES

Hydrology/hydraulics support who provided water quality engineering such as assisting the District in addressing issues pertaining to total maximum daily loads (TMDL) within the Counties of Riverside and San Bernardino. Services included review of basin plan amendments, resolutions, and other technical documentation, detailed analysis of technical aspects of TMDLs, assistance in drafting comments and technical documents, and assistance with meetings, workshops, and public hearings.

HYDROMODIFICATION MANAGEMENT PLAN & LOW IMPACT DEVELOPMENT MANUAL, RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

Remi co-authored the Santa Ana and Santa Margarita Region HMPs, edited the LID BMP Manual, WQMP templates, and Model WQMP to reflect the content of the HMP, and led the development of associated technical studies. Candaele created HMP monitoring plans to evaluate the HMP effectiveness. Providing technical assistance for the negotiations with Regional Boards. Remi worked with Clear Creek Solutions to develop the Santa Margarita Region Hydrology Model (SMRHM). He hosted multiple-day trainings for City stormwater leads, implementation staff, and plan checkers.

CALTRANS DISTRICT 3 ASSISTANCE - LAKE TAHOE TMDL, LAKE TAHOE

Hydrology/hydraulics support who provided assistance with technical review and implementation of water quality control measures to reduce sediment and nutrient loads to the lake. He assisted with the Lake Tahoe TMDL Strategic Plan that identified specific implementation measures to achieve compliance with the TMDL. Remi was in charge of modeling pollutant loads from roadways draining to Lake Tahoe using the Pollutant Load Reduction Model (PLRM). As-needed professional services were provided to Caltrans Headquarters and District 3 to assist with technical review and implementation of the Lake Tahoe total maximum daily load (TMDL) and other TMDLs in the region. Caltrans is a named stakeholder in the Lake Tahoe TMDL, and is required to implement water quality control measures to reduce sediment and nutrient loads to the lake. The TMDL is intended to improve lake clarity.





DAVE MORITZ, PLS RIGHT-OF-WAY COORDINATION

EDUCATION BS, Civil Engineering and Land Surveying Option, California State Polytechnic University, Pomona

REGISTRATION CA PLS #7388

Dave has 31 years of experience managing on-call survey contracts, right-of-way engineering, survey control, official maps and records, topographic mapping, utility engineering, and large scale infrastructure projects. He has spent a large portion of his career working in client offices to provide program management, project management and staff augmentation services. He has developed survey programs that support large right-of-way acquisition and subsurface utility engineering (SUE) projects. Dave is responsible for project planning and coordinating work among in-house staff, clients and subconsultants. He serves as client liaison, attends coordination and kickoff meetings, and is the primary contact person on various contracts. Dave is also involved in the coordination and oversight of work among clients, title companies, project surveyors and CAD staff, as well as in-house civil engineers. Dave has worked in Orange, Los Angeles, Riverside, San Bernardino, Imperial, Santa Barbara, San Luis Obispo, Ventura, and Kern counties throughout the State of California.

REPRESENTATIVE PROJECTS

LAGUNA CANYON ROAD IMPROVEMENTS PA/ED, LAGUNA BEACH

Survey manager for preliminary engineering and environmental documentation in support of the City's goals and priorities for the Laguna Canyon Road corridor. It involves enhancing safety by removing utility poles and undergrounding overhead power & communications facilities, eliminating a potential source of wildfire and improving aesthetics, providing multi-modal improvements that will encourage pedestrians, transit users, & bicyclists with dedicated facilities and improved safety, and developing innovative solutions to improve throughput without adding roadway capacity, particularly facilitating the trolley to and from remote parking lots for seasonal peaks and special events.

YORBA LINDA BOULEVARD/SAVI RANCH PARKWAY WIDENING PR/ED, YORBA LINDA

Survey manager for the PR/ED road widening phase to widen Yorba Linda Boulevard from La Palma Avenue to Santa Ana Canyon Road, including the bridge over the Santa Ana River. Responsible for providing survey control, ROW determination, and aerial photogrammetry, and design surveys in support of design to reconfigure Savi Ranch Parkway and ease congestion in the area.

ON-CALL PROFESSIONAL CIVIL ENGINEERING SERVICES, RIALTO

Project surveyor supporting this on-call contract that required a "turn-key" team to provide responsive services for various projects. Scope of work includes preliminary planning and cost estimating for capital improvement projects, project management and preparation of feasibility studies, preparation and completion of design and construction documents (plans, specifications and engineering estimates) for street improvement projects, sewer improvement projects, storm drainage projects, water delivery, conveyance, and storage systems, and complex structures (short span bridges, culverts, retaining walls, sound walls, etc.), right-of-way acquisition services including other efforts necessary to acquire right-of-way and easements for public infrastructure, pre-construction outreach service, appraisal services, the evaluation of existing infrastructure and facilities for compliance with Americans with Disabilities Act (ADA) requirements and preparation of transition plans, performing contract administration functions, negotiations on behalf of the City, and recommending change orders when applicable, and representing the City in meetings with contractors, developers, consultants, utility agencies, and others.

BEAUMONT SR-60 POTRERO INTERCHANGE PHASE 2, BEAUMONT

Project surveyor for the preparation of PS&E to construct a new interchange connection to SR-60 at Potrero Boulevard. The project creates a new Type L-9 interchange that will provide full access to SR-60 at Potrero Boulevard. Potrero Boulevard will be a six-lane facility between Willow Springs Parkway and Western Knolls Avenue. The existing eastbound SR-60 San Timoteo Creek Bridge crossing is being widened to accommodate a two-lane off ramp and a westbound auxiliary lane will be constructed.





RICKY CHAN, PE, TE, PTOE SIGNAL/ELECTRICAL DESIGN

EDUCATION BS, Civil Engineering, University of California, Irvine REGISTRATION CA Civil PE #C71389 | CA TE #2673 | CA PTOE #3658

Ricky has 24 years of experience in transportation, traffic, and municipal engineering projects. Ricky is highly organized and manages projects using a hands-on style. He maintains close communication with clients and follows-through on tasks leading to project delivery. Ricky has worked on a variety of roadway, bikeway, and traffic related projects as well as site projects. Experience includes roadway geometrics, intersection widening, local street design, utility coordination, traffic engineering including design of signals, signing and striping, and traffic control design, construction inspection of traffic signal systems, and communication systems design, federal funding management, and PS&E projects.

REPRESENTATIVE PROJECTS

FIRESTONE BOULEVARD WIDENING, NORWALK

Project engineer providing support for the development of the drainage plans, green streets report, Engineer's cost estimate, and specifications. This roadway improvement project that will widen Firestone Boulevard to six lanes from Hoxie Avenue to Imperial Highway to accommodate the existing and projected traffic volumes. Phase 1 consists of two lanes in each direction with 10-foot sidewalks, on-street parking, and a variable width median within a right-ofway of 110 feet. This phase will be widened to six lanes as well as maintain on-street parking, sidewalks, and adding bicycle facilities.

JEFFREY/IRVINE CENTER DRIVE IMPROVEMENTS, IRVINE

Traffic engineer for providing final engineering design services for the proposed traffic signal modification, signing and striping, and stage construction plans for the Jeffrey Road/Irvine Center Drive intersection improvements project.

YORBA LINDA BOULEVARD WIDENING AND SAVI RANCH PARKWAY WIDENING, YORBA LINDA

Senior engineer for final design services for the widening of Yorba Linda Boulevard and Savi Ranch Parkway that includes the bridge widening over the Santa Ana River. Scope of work includes PS&E for both as well as leading the efforts on regulatory permitting processes.

ANAHEIM BOULEVARD AND WATER STREET INTERSECTION IMPROVEMENTS, AHAHEIM

Project manager responsible for preparing curb ramp improvement plans to accommodate the new signal, crosswalk, and striping installations. City of Anaheim planned to convert this two-way stop sign intersection into signalized intersection. The intersection's curb ramps needed to be updated to meet the current ADA standards. The project included: field investigation, review of existing site and curb ramps, review of existing signal equipment, ADA curb ramp design, and curb ramp detail preparation..

SOUTH HIGHLAND AVENUE AT MANGO AVENUE TRAFFIC SIGNAL, FONTANA

Project manager for signalizing and widening this T-intersection while constructing minor improvements including the construction of curb access return ramps to ultimate locations determined by the Circulation Master Plan, curb and gutter, and an asphalt concrete transition to the existing asphalt concrete pavement. Services included field investigation, utility research, utility mapping, utility potholing, sight distance analysis, street improvements, signing and striping, traffic signal, coordination with SCE, signal communication, street lighting, shop drawing review, and construction support.

ALICIA PARKWAY AND MARINA HILLS DRIVE RESURFACING, LAGUNA NIGUEL

Project manager for the rehabilitation of Alicia Parkway and Marina Hills Drive including upgrading 31 non-ADA compliant curb ramps. The project also included traffic signal modification plans for adding traffic signal video/ radar detection system to four intersections. Other project services included, field review, surveying, geotechnical investigations, traffic index calculations, pavement analysis, geotechnical report, utility adjustments, striping design (adding buffered bike lane), final PS&E, bidding document preparation, and construction support.





PAUL HERMANN, TE TRAFFIC OPERATIONS/LIGHTING

EDUCATION BS, Civil Engineering, California Polytechnic State University, Pomona REGISTRATION

CA Traffic Engineer (TE) #TR2797

Paul has 13 years of experience in transportation engineering and transportation planning. He has led a wide variety of projects including traffic studies, infrastructure projects, travel demand forecasting, parking and circulation studies, and long-range development is an expert in SB 743 Implementation and VMT Analysis for CEQA projects. He is also an active member in F&P's SB 743, Evacuation Planning and Safety Working Groups which hold weekly discussions on evolving industry best practices. He is also an active member in F&P' Parking and Land Use in Transportation Discipline Group.

REPRESENTATIVE PROJECTS

I-10 CHERRY VALLEY BOULEVARD, RIVERSIDE COUNTY

QA/QC engineer for the Caltrans Project Approval Environmental Documentation (PA/ED) for this RCTD project. Project includes development of future traffic volumes in the area. F&P also developed a VISSIM microsimulation model to evaluate traffic operations for the No Build and Build Alternatives. Using future traffic volumes and the microsimulation, F&P also assisted the team with alternative screening in order to determine which alternatives should be considered as part of the Traffic Operations Analysis Report (TOAR). The TOAR documented operations analysis for the arterial and freeway facilities in the study area for Existing, Opening Year, and Design Year. In addition, we are assisting the team to develop and evaluate interchange concepts as part of the ICE process.

SR-60 RUBIDOUX INTERCHANGE, RIVERSIDE COUNTY

F&P was part of a team performing the interchange analysis for the County of Riverside. We obtained and reviewed existing studies and relevant information that evaluate the project area from the adjacent cities, County of Riverside, and/or Caltrans. Our Traffic Engineering Performance Assessment (TEPA) was based on traffic forecasts and traffic capacity analysis for the design year for the interchange. Part of the TEPA included identifying the scope for the traffic report that will be needed as part of the PA/ED phase of the project. F&P performed initial assessment of various interchange layouts, which included Tight Diamond, DDI, Roundabout, SPUI, and Partial Cloverleaf. This was included in the Intersection Control Evaluation (ICE) process for the project. Based on the traffic forecasts and the results of the ICE review, F&P assisted the project team in developing up to three project alternatives for consideration in the traffic analysis.

EL TORO ETHANAC EXPRESSWAY, RIVERSIDE COUNTY

F&P completed a comprehensive transportation assessment to extend Ethanac to SR-74 (both to the west and via a grade separation to the east) and extend Nichols Road to collect to SR-74 to the east, essentially creating a new cross-county corridor connecting I-215 to I-15. As part of this effort, they completed a multitude of travel demand forecasts to assist in identifying when parallel infrastructure degrades operationally and to develop a delivery strategy for the County. The work included multiple public outreach meetings and extensive coordination with decision makers along the corridor, including RCTD, RCTC, and the Cities of Lake Elsinore, Perris, and Menifee.

ON-CALL CONSULTING SERVICES

On-call consultant for several cities and agencies for traffic engineering and planning services. Key active on-call contracts are noted below:

- City of Eastvale Traffic Engineering and Planning
- Cal Poly Pomona Transportation Design & Planning Services
- City of Santa Ana CEQA Peer Review
- City of Corona Transportation Study Peer Review
- City of Menifee CEQA Peer Review
- City of Anaheim Public Works & Community Development

FEHR



ALAHESH THURAIRAJAH, PE, GE, BC.GE GEOTECHNICAL

EDUCATION

MS, Civil Engineering (Geotechnical Earthquake Engineering), University of California, Los Angeles BS, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATION

CA Civil PE #C81439 | CA GE #G3123 | ASCE BC.GE01457

Alahesh is a geotechnical principal/project manager with 15 years of experience on California transportation projects. He has provided geotechnical design/construction recommendations for 300+ bridges, 400+ standard and non-standard retaining walls, and 200+ miles of roadway. He has prepared foundation reports and geotechnical reports in for numerous transportation projects. In addition to his project management skills, his technical expertise includes design of deep and shallow foundation for bridges, retaining walls, and drainage structures, probabilistic seismic hazard evaluation, liquefaction and seismic settlement evaluations, lateral spreading evaluation, static and pseudo-static slope stability analyses, pavement structural section evaluation/design, and corrosion evaluation. He has provided construction support including plan reviews, and observation and inspection for driven piles, CIDH piles, excavations, and engineering fill placements.

REPRESENTATIVE PROJECTS

INDIAN STREET/CARDINAL AVENUE BRIDGE, MORENO VALLEY

Geotechnical project manager for the project improvement that includes constructing a new bridge over Perris Valley Storm Channel Lateral A and associated approach roadway improvements. As part of the planning phase, Alahesh obtained three bulk samples within channel bed and performed sieve analyses for scour study. He is currently working on the planning for field investigation for final design.

LIMONITE GAP CLOSURE PROJECT, EASTVALE

Geotechnical principal for this project that included constructing a new roadway bridge and a new pedestrian and bicycle bridge over the Cucamonga Creek Channel and associated approach embankment improvements. Alahesh planned and managed site-specific geotechnical field investigation, assigned lab tests, developed and provided design and construction recommendations for bridge foundations, retaining walls, and pavement structural sections. He prepared the foundation report to provide all the design and construction recommendations, and executed the project within budget and schedule.

I-215/HARLEY KNOX BOULEVARD INTERCHANGE, RIVERSIDE COUNTY AND PERRIS

Geotechnical project manager for this project that proposes the replacement of the existing interchange with a tightdiamond interchange (TDI) or diverging-diamond interchange (DDI) or single-point urban interchange (SPUI). The proposed project improvements include widening existing bridge structures over the SCRRA tracks and I-215 and widening offramps and NB on-ramp. Alahesh developed and provided preliminary geotechnical engineering recommendations for bridges, retaining walls, embankments, and pavement structural sections. He prepared the structure preliminary geotechnical reports, district preliminary geotechnical report, and preliminary materials report per Caltrans guidelines.

I-215/PLACENTIA AVENUE INTERCHANGE IMPROVEMENTS (MID COUNTY PARKWAY PHASE I), RIVERSIDE COUNTY AND PERRIS

Geotechnical project manager for this proposed project constructing a new interchange along the I-215 at Placentia Avenue with new ramps on the east and west side of the I-215 in a diamond-interchange configuration, shifting the East Frontage Road east of the interchange, and the closure of the West Frontage Road. In addition to the new ramps, the proposed improvements included southern widening of Placentia Avenue, which widens the existing bridge structures over the SCRRA tracks and I-215. Alahesh managed field investigation, developed and provided design and construction recommendations for bridge foundations, sign foundations, engineering fill placement, drainage structures, and pavement structural sections. He prepared the foundation reports, geotechnical design report, and materials report in compliance with Caltrans standards. Alahesh also responded to Caltrans' review comments.

PACIFIC AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS PROJECT, JURUPA VALLEY

Geotechnical principal for the City of Jurupa Valley proposed construction of new sidewalks, curb and gutters, rehabilitation of the existing pavement, and widening of the existing roadway along Pacific Avenue between Limonite Avenue and Mission Boulevard. Alahesh oversaw the field investigation and pavement rehab recommendations prepared by EMI staff. He also reviewed the pavement memorandum prepared by EMI staff.



CONTRACT EXPECTIONS

CONTRACT AGREEMENT DEVIATIONS AND MODIFICATIONS REQUEST WITH SUPPORTING REASONS

Mark Thomas has no conflicts of interest, is able to meet the insurance requirements, and affirms our understanding of the Agreement for Professional Consultant Services, conflicts of interest provisions, and insurance provisions as outlined in the RFP. We have reviewed the Agreement for Professional Consultant Services contract, and request the following modifications.

14. Indemnification.

a. Design Professional Services. To the fullest extent permitted by law, including but not limited to Civil Code Section 2782.8, in performing "design professional services" as defined in Section 2782.8, the Consultant agrees to indemnify, defend, but not defend defend, and save the City, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority (MVHA), their officers, agents and employees harmless from applicable any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claimswhich arise from or are connected with but only to the extent actually caused by the negligent, reckless, or willful misconduct in the performance of or failure to perform the work or other obligations of the Consultant under this RFP and/or related Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction, provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence, active negligence, or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees, and does not apply to any passive negligence of City unless caused at least in part by Consultant. Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the Client in the defense of those claims specifically caused by the Consultant's negligence.

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

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

EXHIBIT "F"

SUPPLEMENTARY 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.





DEPARTMENT OF THE AIR FORCE AIR FORCE RESERVE COMMAND

30 May 2013

MEMORANDUM FOR CITY OF MORENO VALLEY ATTN: GUY PEGAN CITY OF MORENO VALLEY 14177 FREDERICK STEET P.O. BOX 88005 MORENO VALLEY, CA 92552

FROM: 452d Mission Support Group/Civil Engineers Base Operating Support 610 Meyer Drive Bldg 2403 March ARB CA 92518-2166 Add a note in a shaded box here:We will pick up where this team left off, this correspondence was based on the review of the concept plans also included in this appendix. We can update the concepts to include the Harly Knox roundabout and address these comments while survey and the technical/ engineerings studies are in process. This will streamline MARB input during preliminary engineering.

SUBJECT: Heacock Street Extension

1. The March Air Reserve Base (MARB) review of the proposed road alignment and stormwater drainage issues for the Heacock Street South Extension between San Michele Road and Harley Knox Drive is provided with this memorandum. The comments listed herein are applicable to the entire project site including that portion of the project located within the City of Moreno Valley.

2. Recognizing that the project site includes a part of both the City of Moreno Valley and the City of Perris, the issuance of Right-of-Entry, Right-of-Way and other easement documents necessary for the construction and on-going use and maintenance of all project improvements will need to be clearly delineated based on jurisdictional authority.

3. Based on the two roadway alignment concepts presented for review, Conceptual Alignment "B" is the preferred alignment since it is more compatible with existing site conditions. The preferred concept is consistent with compatible land use and MARB mission operations at the studied location.

4. Although Concept "B" is preferred over Concept "A," MARB requires that the use of a traffic roundabout in lieu of a signaled intersection at Heacock Street and Harley Knox Boulevard be proposed. This is the MARB preferred alternative.

5. We strongly believe that the engineering geometry of the roundabout can be accommodated within the site constraints and meet acceptable traffic service levels. The assumptions utilized in the February 2013 Trames Solutions, Inc. traffic evaluation report should be revisited in order to provide a final answer on the true feasibility of the roundabout alternative based on input from the City of Perris. Statistics clearly show the benefits of a roundabout in controlling traffic speed, reduction of traffic accidents and accommodating varying traffic volumes. We feel the roundabout is a viable option. Use of a roundabout will also help eliminate the requirement for traffic signal poles and other site appurtenances within the aircraft hazard zones which will otherwise require permanent airfield waivers.

6. For airspace protection purposes, all project improvements must strictly adhere to the following regulations including all required project notifications:

- Department of Defense Instruction 4165.57, Air Installations Compatible Use Zones (AICUZ), dated May 2, 2011
- Unified Facilities Criteria (UFC) 3-260-01, Airfield and Heliport Planning and Design, dated November 17, 2008
- FAR Part 77, Safe, Efficient Use and Preservation of the Navigable Air Space, dated April 26, 2013
- California Public Utilities Code (PUC) 21658 and 21659, dated February 22, 2013
- Riverside County Airport Land Use Compatibility Plan, Volume 1, Policy Document, dated October 14, 2004
- All other applicable local, state and federal regulations affecting navigable airspace and construction

7. All vertical site elements within the airfield environment including traffic signals, street lighting, signage and fencing must be made frangible to the maximum extent practicable per Section B13-2.2 of UFC 3-260-01. Structures shall be designed such that maintenance requirements are minimal and accomplished without disruption to airfield operations.

8. None of the site improvements shall create:

- Glare or distracting lights which could be mistaken for airport lights
- · Sources of dust, steam, or smoke which may impair pilot visibility
- Sources of electronic interference with aircraft communications or navigation

9. Should the signalized intersection alternative be implemented per the conceptual alignments presented, traffic signal timing should be programmed to accommodate all traffic volumes and minimize the time vehicles are held in a stationary position within the CZ. All street parking within the CZ should be prohibited.

10. All permanent vertical elements within the airfield hazard zones will require review by MARB for the purposes of attaining the appropriate airfield waivers. MARB prefers to minimize if not eliminate the need for these vertical elements. Coordination of the review process should begin as soon as practicable.

11. Installation of new MARB perimeter fencing and cable retention fencing, where required, must be installed prior to removal of any segment of existing perimeter fence and cable retention fence. Removal of a segment of cable retention fence will require anchoring the terminals consistent with the cable retention as-built plans and specifications, available from the MARB Civil Engineer. All new perimeter fencing and cable retention fencing must meet original specifications and warranty and must be inspected by MARB Civil Engineer (CE), security forces and Wing Anti-Terrorism Officer for acceptance. Inspections shall be coordinated with the MARB Civil Engineer.

12. When work is being done on the inside of the installation perimeter, those personnel and vehicles used in performing the work will need to be vetted prior to being allowed access to the installation. The vetting process will be coordinated through the Civil Engineering Office.

13. The geographic area to be served by the proposed stormwater management system/structure improvements associated with this project should somehow be identified on the plans. If there is to be a connection of the proposed system improvements to drainage facilities north of San Michele Road including potentially to the Perris Valley Lateral "A" or the Heacock Ditch north of Lateral "A," the proposed system improvements need to be adequately sized to handle any additional stormwater runoff coming from those areas, otherwise, the two systems need to show a distinct separation. The potential for additional stormwater volume traversing the MARB Channel from future areas of development to the north and west of MARB property (March Joint Powers Authority [MJPA] lands) exists.

14. All proposed stormwater management system/structures shall accommodate and protect existing inlets from MARB property including stormwater pollution prevention monitoring stations/equipment. All systems/structures shall be sized to accommodate historic stormwater flows from MARB property.

15. Who will maintain the stormwater system improvements associated with this project (within the project right-of-way) needs to be identified.

16. The existing spill control gate, located within the MARB Channel just west of where the channel intersects the Perris Valley Channel Lateral "B" shall be shown on all construction plans, drawings and details, as necessary.

 The proposed stormwater management system shall be properly designed and maintained to address Bird/Wildlife Aircraft Strike Hazard (BASH) concerns including proper detention/infiltration of stormwater runoff. The design shall not include landscaping that will serve to attract wildlife. Additional information on reducing BASH hazards can be found in AFPAM 91-212, *Bird/Wildlife Aircraft Strike Hazard (BASH) Management Techniques*, dated February 1, 2004.

18. The existence of burrowing owls in the project area is known. A thorough investigation of the project site should be conducted in coordination with MARB environmental personnel to identify possible mitigation measures.

19. In order to process approval of the Right of Entry, Right-of-Way and Easement documents, we cannot proceed until we have in our possession a set of approved "for construction" plan documents, legal descriptions and maps depicting respective instrument area and its relationship to the rest of the installation, final environmental documents such as NEPA/CEQA compliance and due diligence, construction schedules and are satisfied that the project clearly addresses all issues discussed herein. Upon receipt of the aforementioned documents, we will review the documents and unless we see any additional cause for concern on the proposed project, will act to finalize Air Force Form 813, *Request for Environmental Impact Analysis* and process the Right of Way and Easements package for approval.

20. Future meetings scheduled by the City of Moreno Valley coordinating any proposed changes to the project design elements and street alignment these comments are based upon should include MARB Community Planners.

21. We greatly value the positive working relationship that MARB has with the City of Moreno Valley. We look forward to working with you in implementing the project.

22. Thank you for the opportunity to review and comment on this proposed project. If you have questions, please contact Mr. Jon Wreschinsky, Community Planner and Liaison Contractor at (951) 655-2236, jon.wreschinsky.ctr@us.af.mil.

PAMELA M. HANN Base Civil Engineer

cc:

Mr. Joshua Cosper, DMC Design Group

DETAILED SCOPE OF WORK

Task 1.0 – Project Management / Administration

Task 1.1 - Project Administration

Mark Thomas will perform project administration. The tasks will include documentation, meeting management, budget tracking, project task tracking, etc. to maintain project schedule and goals.

Task 1.2 - Project Team Meetings

Upon issuance of the Notice to proceed, Mark Thomas will coordinate and conduct monthly Project Development Team Meetings with the City and pertinent stakeholders to review city/agency comments, discuss design issues, evaluate risk, review schedule, and coordinate decisions pertinent to finalizing the design. Prior to each meeting, Mark Thomas will issue an agenda package and upon completion develop action items and meeting minutes for team distribution.

Task 1.3 - Quality Control & Quality Assurance (QC/QA)

Using our internal Quality Control Manual and Procedures, Mark Thomas will perform thorough disciplinary and interdisciplinary reviews for all design calculations, reports, and intermediate submittals (preliminary, 65% and 90%). Checklists will be used to ensure that all aspects of the project have been adequately reviewed for quality.

Task 1 - Deliverables:

- Meeting Attendance, Agendas, and Minutes (16).
- Quality Control Checklists.

Task 1 - Assumptions:

• It is assumed the project will start July 2024 and be ready for construction by May 2025.

Task 2.0 - Research & Field Investigations

Task 2.1 – Field Investigations / Site Photographs

Mark Thomas will field walk site and inventory visible utility, topography, drainage, and other notable features. Additionally, Mark Thomas will generate field notes and a 360-degree photograph log with GIS mapping link.

Task 2.2 - Record Maps / As-Built Research

Prior to commencing any surveying/boundary retracement activities, Mark Thomas will secure available research from the City, City of Perris, County of Riverside, Riverside County Flood Control and Water Conservation District (RCFC & WCD), March Air Reserve Base (MARB), Inland Port Airport Authority (March JPA), and any project information supplied by the City. The following is included as part of this scope of services:

- 1. Secure vesting deeds and review to establish ownership of all recorded interests, including fee ownership of Impacted properties as Identified in the Project Understanding.
- 2. Review Preliminary Title Reports from Nossaman, no Preliminary Title Reports were included within this scope of services.
- 3. Secure available parcel/tract/records of survey/corner records/record mapping from the Riverside County Surveyor.
- 4. Request from the City, City of Perris and County any available documentation showing centerline monument ties, benchmarks, roadway vacation documents, as-built improvement plans, and building and safety related permits/land covenants.
- 5. Secure records/roadway and drainage as-builts (as made available).



Task 2.3 – Survey

Task 2.3.1 - Control

Mark Thomas will establish horizontal control based on CCS83, Zone V, 2017.5 epoch adjustment, and vertical will be based on NAVD 88 Vertical Datum.

We will also locate survey monuments/cadaster along Heacock Street between San Michele Road to Harley Knox Boulevard.

Task 2.3.2 – Boundary Retracement

Utilizing the information gathered as identified in Tasks 2.2 and 2.3.1, Mark Thomas will review and analyze the property / rights of way information obtained and existing survey monuments located along the Project limits. Mark Thomas will create a land net base map in autocad format that includes the following information:

- Street centerlines, existing rights of way, and jurisdictional limits (i.e. MARB easterly limits, Perris Valley Channel Lateral B northerly/southerly limits, Moreno Valley/Perris City Limits) along Heacock Street between San Michele Road to Harley Knox Boulevard.
- 2) Easements/encumbrances within potential property acquisition limits needed for the Project based upon PTRs to be provided by the City.

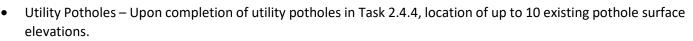
The land net base map will be used as the basis of existing center lines, rights of way, and easements for the Project.

Task 2.3.3 – Topographic Survey

Mark Thomas will perform a topographic survey using conventional surveying methods to map planimetric features generally over a swath spanning from the MARB fence (westerly) to 200 feet easterly of the easterly edge of existing Heacock Street roadway, between five hundred (500) feet north and south of the San Michele Road and Harley Knox Boulevard intersections, respectively. Mapped features will generally include roof outlines of buildings and other major structures, edge of pavement for all paved surfaces, manholes, drop inlets, dirt roads and drives, trails, sidewalks, fences, walls, signs, utility poles, light poles, above ground utility service facilities, storm drain facilities, ditches, streams, trees/tree outlines, dense brush, bulkheads, bridges, Perris Valley Channel Lateral B and other drainage channels / ditches / structures, and other visible improvements at the surface elevation. Mass points and break lines will be collected along all mapped improvements listed above to create continuous contours with a 1.0' interval and a Digital Terrain Model (DTM). This information will be compiled in a draft Topographic Survey Base Map with aerial imagery background at 1" = 40' scale

Critical areas including conform/join locations and where drainage improvements are anticipated. The following is included in these efforts:

- Heacock Street Between San Michele Road intersection and up to five hundred (500) feet north, and between Harley Knox Boulevard and up to five hundred (500) feet south, including the full intersections.
- Side Streets (San Michell Road, Nandina Avenue, Harley Knox Boulevard) Between the intersection and up to five hundred (500) feet east / west of respective intersections.
- Drainage Facilities Existing inverts on each side of Heacock Street for the existing reinforced concrete box culverts (single 8'x7' and dual 14'x9') and on each side of San Michele Road for the existing reinforced concrete box culvert (dual 11'x8') west of Heacock Street. Additionally, inverts of both outlet structures from MARB on the west side of Heacock Street between San Michele Road and Perris Valley Channel Lateral B.
- MARB Security Fence Existing security fence along the west side of Heacock Street between San Michele Road and Harley Knox Boulevard.



Mark Thomas will utilize this information to update existing base mapping and create the final Topographic Survey Base Map in autocad format and update the DTM to be used as the basis of existing improvements for the Project design.

Task 2.4 - Utilities

Task 2.4.1 – Introductory Letters

Mark Thomas will verify all utility owners and contacts within the Project limits using Underground Search Alert and requesting a list of utility contacts the City has on file. Mark Thomas will generate A Letters (Introductory Letters)/Records Requests on City letterhead to request utility as-builts. Mark Thomas will follow-up with each utility owner through emails and phone calls to verify the existence of any utilities and to secure available records and as-built information.

Task 2.4.2 – Utility Base Maps

Mark Thomas will prepare the utility base map after receiving the as-builts from utility owners (Task 2.4.1) and completion of boundary retracement (Task 2.3.2) and topographic survey (Task 2.3.3) in autocad format.

Task 2.4.3 – Utility Coordination

Mark Thomas will also prepare and send Utility B and C letters to utility owners. Utility B letter (Relocation Claim Letter with Utility Conflict Sheets after the 65% submittal. Utility C letter will be the Notice to Owners Letters after the 90% submittal to appropriate utility owners. Coordination will include preparation of a Utility Matrix that will capture all utility owner contact information and document correspondence/communication with utility owners throughout the project duration.

Lastly, should Utility Agreements be necessary, Mark Thomas will notify City staff and put them in touch with utility planners to execute a utility agreement.

Task 2 - Deliverables:

- Field Notes, 360 Degree Photography Log.
- Compiled Research / Record Plans.
- Project Control Plan Sheet, PNEZD Project Control Report in TXT and PDF formats, Topographic Survey Base Map in PDF and AutoCAD formats, Land Net Base Map in PDF and AutoCAD formats, Digital Terrain Model (DTM) in electronic format.
- A-B-C Utility Letters, Utility Matrix, Utility Base Map in AutoCAD format.

Task 2 - Assumptions:

- Preliminary Title Reports were not included in this scope of services, it was assumed these would be provided by the City.
- Assumed up to \$500 in ODC's for agency fees for obtaining record documents.
- A Record of Survey is not included in this scope of work but may be required by law. If a Record of Survey is required a fee will be negotiated.



Task 3.0 – NEPA/CEQA Compliance

Task 3.1 – Coordination / Meetings

Throughout the environmental review process, Mark Thomas and PlaceWorks will coordinate/consult with local and state entities relative to the environmental review process; and coordination and communications with the City to ensure compliance with policies, procedures, and any applicable codes.

Task 3.2 – Project Description

Mark Thomas will develop a clear and detailed project description, including a purpose and needs statement for use in the NEPA/CEQA document. The project description will provide a narrative of the City's proposed road improvements and will be the blueprint for all environmental analysis. The purposes and needs statement will provide information regarding the reasons for initiating the project and a set of objectives (purposes) the project intends to meet.

Task 3.3 – Technical Analysis

The following technical studies are included to support the CEQA Initial Study and NEPA Environmental Assessment as appendices:

- <u>Air Quality and Greenhouse Gas Emissions Analysis</u>: This includes preparation of an air quality, energy, and greenhouse gas (GHG) emissions analysis to evaluate potential impacts from construction and operation of the proposed project. The analysis will be consistent with the current methodology of the South Coast Air Quality Management City (South Coast AQMD). Modeling of criteria air pollutant emissions and GHG emissions will be conducted using the latest California Emissions Estimator Model (CalEEMod). Mitigation measures to reduce potential impacts will be incorporated, as needed, to reduce potentially significant impacts of the project.
- <u>Noise</u>: This includes preparation of a noise and vibration technical analyses to support the City of Moreno Valley
 in relation to the analysis for the Heacock Street South Extension Project. The technical noise impact analysis
 will discuss relevant standards and criteria for noise exposure, including those in the March Air Reserve Base /
 Inland Port Airport Land Use Compatibility Plan, City of Moreno Valley General Plan Noise Element, and
 Municipal Code. The results of this analysis will be summarized in the environmental document prepared for
 the proposed project, and modeling will be provided in an appendix.
- <u>Biological Resources Survey</u>: This includes research of available information, including relevant literature, databases, agency web sites, various previously completed reports and management plans, Geographic Information Systems (GIS) data, maps, aerial imagery from public domain sources, and in-house records to: 1) assess habitats, special-status plant and wildlife species, jurisdictional waters, critical habitats, and wildlife corridors that may occur in and near the project site, and 2) identify local or regional plans, policies, and regulations that may apply to the project.

Following the literature review, this team will conduct a reconnaissance-level biological survey on the project site and a 500-foot zone out from the project site. This survey area is referred to as the Biological Study Area (BSA). The survey will include the following:

- o Habitat assessment and plant community mapping.
- o Riparian/riverine/vernal pools and fairy shrimp habitat assessment.
- General plant survey.
- o General wildlife survey.
- Step I burrowing owl habitat assessment.
- o Jurisdictional assessment.

• Wildlife movement evaluation

- <u>Biological Resources Survey Report/Natural Environmental Study (NES)</u>: Following completion of the reconnaissance-level biological surveys, this team will prepare a biological resources evaluation report that will:

 summarize existing conditions; 2) assess the potential presence of sensitive biological resources; 3) analyze the potential impacts on those resources from project development; 4) recommend, as appropriate, best management practices (BMPs), avoidance and protection measures, and mitigation measures to avoid, eliminate and/or reduce environmental impacts to less than significant levels; and 5) an identification of biological permits or approvals that the project may need. The report will include: 1) methods and results of the literature review and field surveys; 2) figures depicting the size and location of plant communities and other sensitive biological resources; 3) a complete flora and fauna compendium; and 4) site photographs.
- Biological Assessment: Section 7(a)(2) of the Endangered Species Act (ESA) requires federal agencies to consult with the USFWS to ensure that the activities they authorize, fund, or carry out do not jeopardize the continued existence of federally protected species or their critical habitats. A search of the USFWS's Information, Planning, and Conservation (IPaC) System revealed the potential for eleven federally listed species to occur in the project vicinity. If suitable habitat and/or individuals of these species are found to have the potential to be impacted by the proposed project, then a biological assessment (BA) will need to be prepared. Data collected during the biological resource survey report preparation will be utilized to draft a BA. The BA will be prepared in accordance with the National Marine Fisheries Service and US Fish and Wildlife Service Section 7 Consultation Handbook. Potential impacts to listed species, avoidance and minimization measures taken to reduce or eliminate those potential impacts. And all conservation of the BA will be submitted to the City for review. Comments and edits will be considered, and the final version of the BA will be prepared for submittal to facilitate consultation with the USFWS for any federal authorization (e.g., 404 permit). In the event a project does not require federal authorization, consultation with the USFWS will need to be completed under Section 10 of the ESA and utilizing the Habitat Conservation Plan (HCP) process.
- Jurisdictional Delineation Survey: This team will conduct a formal jurisdictional delineation survey on the project site according to current U.S. Army Corps of Engineers (USACE) and California Department of Fish and Wildlife (CDFW) guidelines. The survey will record: 1) wetland hydrology, hydric soils, hydrophytic vegetation, and signs of an ordinary high-water mark (OHWM); 2) the presence of a well-defined bed and bank; 3) areas of water flow; and 4) vegetation within and along the jurisdictional areas. Width and length measurements of USACE, RWQCB, and CDFW jurisdictional areas will be delineated in the field using a hand-held GPS unit, 100-meter measuring tape, and aerial imagery. Following field mapping, Measurements will occur based on ArcGIS files including acreages of each agency's jurisdiction.
- <u>Phase 1 Cultural Resources Survey Technical Report</u>: The survey is required by the City of Moreno Valley, as lead
 agency for the project, with possible federal review by the March Air Reserve Base and/or the March Joint
 Powers Authority. Therefore, the study will be conducted in accordance with the California Environmental
 Quality Act (CEQA) and the requirements of the Secretary of Interior Standards and Section 106 of the National
 Historic Preservation Act (NHPA), as amended.
- <u>Initial Site Assessment</u>: This includes a review of historical records/permits to identify potential hazardous waste located on lands adjacent to the project limits.

Task 3.4 – CEQA/NEPA Environmental Analysis

Administrative Draft Initial Study/Environmental Assessment (IS/EA)

This includes preparation of an administrative draft IS/EA in conformance with NEPA requirements. The administrative draft IS/EA will contain all required components pursuant to CEQA and NEPA. The major sections and areas of concern to be addressed include: aesthetics, agriculture and forestry resources, air quality, biological resources, cultural and historical resources, energy, geology and geologic constraints, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, public services and utilities, socioeconomics, traffic and circulation, wildfire, cumulative impacts and project alternatives. It is assumed that, except as defined above in Task 1, supporting technical information will be provided by the City. The Admin Draft IS/EA will also include a discussion of Section 4(f) properties; however, it is anticipated that any impacts to Section 4(f) properties would result in a de minimus use finding.

Assembly Bill (AB) 52 requires a consultation process with tribes that have previously identified themselves as having resources in the geographic area. If the City previously received such letters, this team will prepare letters to these tribes identifying the site location, describing the project, and identifying the City's contact person. If a tribe requests consultation, the City must start this consultation within 30 days of receiving the request and conclude the consultation before circulating the IS/EA for public review. This scope assumes that City staff will conduct any consultation.

We will submit the administrative draft IS/EA to the City-designated planner for internal review and comment prior to submitting to the federal agency for review. For the purposes of this proposal, we expect two rounds of review of the administrative draft IS/EA, one with the City and the second with the federal agency. All comments provided will be addressed in tracked changes and comment bubbles indicating resolution for all issues.

Public Draft Initial Study/Environmental Assessment

Following revision of the administrative draft IS/EA, this team will provide a public draft IS/EA, including the proposed MND which is the final copy/version of the document before it goes into reproduction for public review. The public draft IS/EA and MND will be submitted to the City and then the federal agency for review and comment. The IS/EA documents will be circulated. A Notice of Intent (NOI) and the Notice of Completion (NOC) will be prepared and posted with the County Clerk, State Clearinghouse, and local newspaper.

Final Draft Initial Study/Environmental Assessment

Following public review, this team will prepare a Response to Comments (RTC) document which will contain copies of all comment letters received plus written responses to all comments. Responses will focus on comments that address the substance and technical adequacy of the IS/EA. We will provide responses with input from the City, federal agency and design team, as needed.

The completed screencheck draft Response to Comments document will be submitted to the City and federal agency for review and comment. This team will edit the Response to Comments document upon receipt of the review comments. Once all revisions have been made to the Response to Comments document, we will prepare the final draft IS/EA and submit it to the City and federal agency.

Our team will prepare a Mitigation Monitoring Plan listing adopted mitigation measures, if any, and identify the timing and entities responsible for implementing mitigation measures

The final draft IS/EA will include identification of the preferred alternative and a discussion of alternatives considered but eliminated from further discussion prior to the public draft IS/EA. The final draft IS/EA will contain a discussion and include a Memorandum of Agreement (MOA) if the project would result in a finding of adverse effect to historic



resources. If required, the final draft IS/EA will include an Only Practicable Finding explaining why there are no practicable avoidance alternatives, as well as a discussion of the Least Environmentally Damaging Practicable Alternative and the rationale for its identification. It will also specify the Section 7 consultation outcome for each listed or endangered species. Upon completion of the final draft IS/EA, a copy of the final draft IS/EA, including the MMRP, will be submitted to the City for review. Based on comments received from City staff, final revisions to the document will be made and the final draft IS/EA will be submitted to the final draft IS/EA will be submitted to the final draft IS/EA.

Final Initial Study/Environmental Assessment

Upon completion of the final draft IS/EA review process with the federal agency, a Final IS/EA will be prepared. The Final IS/EA, as required by the federal agency, will be circulated. Upon certification of the MND, a Notice of Determination will be prepared and filed with the State Clearinghouse and the Riverside County Clerk. After the preparation and circulation of the Final IS/EA, it is anticipated that a Finding of No Significant Impact (FONSI) will be received from the federal agency.

Deliverables:

- Technical Reports to be provided as appendices to the IS/EA. Draft and Final IS/EA in MS Word and PDF formats.
- Draft and Final RTC and MMRP in MS Word and PDF formats.
- CEQA Compliance Notices (i.e., Notice of Completion, Notice of Determination, etc.).
- Coordination and filing with the State Clearinghouse.

Assumptions:

- No fees are included for permits within this scope of services. Additionally, it is assumed all testing and field observations can be performed within existing rights of way and obtaining rights of entry or property access is excluded from this scope of services.
- This scope does not include CDFW and county clerk filing fees.

Task 4.0 – Reports & Calculations

Task 4.1 - Hydrology / Hydraulics Analysis

Mark Thomas will utilize Q3 Consulting, Inc. to provide engineering services to prepare a hydrology and hydraulic study in support of the proposed roadway extension. A local hydrology analysis will be prepared for the roadway improvements and the local offsite drainage areas tributary to the proposed storm drain facilities within Heacock Street. Regional hydrology for the Perris Valley Line B culvert improvements will be obtained from the Riverside County Flood Control and Water Conservation District (RCFC & WCD). The local hydrology will be prepared following the guidelines in the Riverside County Hydrology Manual. A flood routing analysis will be prepared to evaluate, and design recommended drainage detention/retention basins in accordance with RCFC & WCD design requirements. Unit hydrographs will be prepared for the drainage areas tributary and downstream of the detention/retention basin to size the facility and identify peak flow rates for the downstream drainage facilities. Street flooded width, catch basin and storm drain hydraulics will be prepared using the results of the hydrology study.

Our team will provide engineering services for the preparation of a hydraulic analysis of the Perris Valley Line B Channel for the existing and project conditions to develop recommendations for the design of the Heacock Street bridge or culvert crossing. The design discharges for the analysis will be obtained from RCFC & WCD. An HEC-RAS hydraulic model will be prepared from the Indian Street crossing to upstream of Heacock Street within MARB. The limits will be set to adequately assess the impacts of the proposed crossing improvements. An existing condition model will be prepared

to document the baseline (pre-project) conditions. The model will be developed based on available topographic mapping, as-built plans, and a field inspection of the channel. The proposed street improvements will be added to the baseline hydraulic model for the project condition analysis. The results of the analysis will be used to provide recommendations for the bridge/culvert design and to document that the proposed improvements will not adversely impact the channel hydraulics. Street, storm drain, and channel hydraulics and design will be prepared following the guidelines in the RCFC & WCD Hydraulic Design Manual. A hydrology and hydraulics report will be prepared to document the results of the analysis.

Task 4.2 – Vehicle Miles Traveled (VMT) Assessment / Transportation Study

VMT Assessment for Environmental Approval

Mark Thomas will work with the City to develop an approach to the environmental document. This is assumed to include a consistency finding with regional planning documents and VMT estimates using the County's travel demand model (RIVCOM). This scope of services assumes that the environmental document will conclude that the project will not require mitigation. We will prepare a draft memorandum outlining VMT results in post-construction conditions and study findings to submit to the City. Upon completion of one (1) City review, we will update our findings and respond to the comments with our final memorandum submittal to the City.

Transportation Study

Our team will study the following four intersections in the transportation study:

- Heacock Street & San Michele Road
- Heacock Street & Nandina Avenue
- Heacock Street & Lowe's ADC 3459 Driveway
- Heacock Street/Webster Avenue & Harley Knox Boulevard

We will also prepare 24-hour roadway segment forecasts at the following locations:

- Heacock Street (San Michele Road to Nandina Avenue)
- Heacock Street (Oleander Avenue to Harley Knox Boulevard
- Webster Avenue (Harley Knox Boulevard to Nance Street)
- Harley Knox Boulevard (Nevada Avenue to Heacock Street)
- Harley Knox Boulevard (Heacock Street to Indian Street)

We will collect traffic volume data during fair weather, while school is in session, and during a typical (non-holiday) Tuesday, Wednesday, or Thursday. Intersection peak period data will be collected during typical commute periods (7:00-9:00 AM, 4:00-6:00 PM). Bicycle and pedestrian peak hour counts will be collected. The daily traffic counts (up to two 24-hour roadway counts) with vehicle classification (truck percentage) will be performed on the study roadway.

Forecasts will be prepared by applying the Difference Method, which adds traffic growth from RIVCOM base to future year models to existing counts, consistent with National Cooperative Highway Research Program (NCHRP) Report 765. The transportation study will include the following analysis scenarios:

- Existing Conditions
- Project Opening Year
- Project Design Year

Traffic counts can take up to three weeks to order and for the data vendor to return them. Once we have the traffic counts, we can complete the traffic forecasts within two weeks.

This scope of service assumes that the transportation study will conclude that signal modifications will not be necessary and only minor striping modifications will be needed at the signalized intersection of Heacock Street & San Michele Road. This scope also assumes that the transportation study will conclude that a traffic signal is not warranted at the unsignalized intersection of Heacock Street & Nandina Avenue.

Task 4.3 – Geotechnical Investigations

Geotechnical Investigation

Mark Thomas will utilize Earth Mechanics, Inc. (EMI) to drill six 5 to 10 foot deep borings within the project limits. EMI will prepare a boring location plan and this plan will be used to secure encroachment permit from the City. No other permits are anticipated and are excluded. EMI field personnel will collect soil samples for laboratory testing, including bulk samples within 5 feet and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the EMI laboratory.

Laboratory Testing

Field logs of the boreholes will be reviewed to select representative soil samples for laboratory testing. Soil laboratory tests will be conducted in general accordance with American Society for Testing and Materials (ASTM) standards or California Test methods. Anticipated laboratory tests include: R-value, #200 wash, Atterberg Limits, and compaction.

Pavement Memorandum Preparation

Based on the R-value and the Traffic Index (TI) to be verified by the City, EMI will determine pavement structural sections. EMI will prepare a technical memorandum to provide field and lab results and recommendations. EMI will address any comments resulting from the City of Moreno Valley review and prepare a final technical memorandum.

Preliminary Foundation Memorandum for Bridge

EMI will prepare a Preliminary Foundation Memorandum for the bridge, documenting the site geotechnical and geologic conditions. An idealized soil profile for foundation evaluation will be developed based on the existing subsurface data obtained from the available subsurface information. EMI will provide preliminary seismic design parameters (acceleration and response spectrum) using the latest Caltrans web-based seismic design criteria. Using the soil profile, EMI will provide preliminary foundation types for the proposed bridge widening.

Task 4.4 - Roundabout Performance Tests

Although the existing roundabout at Harley Knox Boulevard was designed for a northerly connection, we will include the following performance tests to verify the proposed geometric layout will not impede operations to the existing roundabout:

- Roundabout geometry including design vehicle paths
- Fastest paths
- Horizontal sight distance
- Signing (placement, spacing, sign code, size)

Task 4.5 – Funding Assessment / Support

Mark Thomas will compile a list of available funding programs that apply to these project improvements, their requirements, timelines, local agency match requirements, and how the funding can be applied (i.e. R/W, Construction, Design, etc.) and generate a Funding Assessment that identifies recommendations on how to position each applicable source, the application process and schedule, and special studies or considerations necessary to complete the application process.

Deliverables:

- Hydrology / Hydraulics Analysis.
- VMT Assessment Memorandum, Transportation Study.
- Pavement Memorandum, Preliminary Foundation Memorandum.
- Roundabout Performance Tests.
- Funding Assessment.

Assumptions:

- RCFC & WCD will furnish regional hydrologic data tributary to the Perris Valley Line B Channel. No regional hydrology will be performed as part of this task.
- Publicly available topography will be used for the local offsite hydrology and channel hydraulics.
- Details of existing culverts and flood facilities in the project vicinity will be provided.
- No modifications to FEMA floodplain mapping is included in the scope of work.
- No fees for encroachment permits have been included within this scope of services.
- It is assumed RIVCOM is the most appropriate model for use in forecasting for this project based upon our past experience and working with other agencies, should the City have other information we anticipate they will provide this data or instructions prior to commencing with traffic analysis and VMT assessment.
- This scope of services assumes that the environmental document will conclude that the project will not require mitigation.
- Geotechnical core locations will be patched with rapid set concrete with black dye to replace asphalt that is removed by excavations; no hot mix/sawcut repair.
- Site-specific traffic control plans are not required for geotechnical investigations; WATCHBOOK will be used for traffic control plans.
- This scope of services does not include preparation of grant funds, these services if necessary can be negotiated after identification of ideal grant funds.

Task 5.0 – Preliminary Engineering

Task 5.1 – Geometric Approval Drawings

We will prepare Geometric Approval Drawings (GADs) for one build alternative. Refinements will be made during between this submittal and the 65% design submittal based upon the City, City of Perris, MARB, and March JPA comments on said GADs. Layout plan sheets will be prepared at 1"=40' and include major roadway infrastructure based upon PDT team input in prior meetings, and estimated drainage facilities needed for the project.



Task 5.2 – Preliminary Cost Estimate

A cost estimate will be prepared to inform the City of the upcoming financial obligation and to provide an engineer's estimate as a basis for the design based upon the GADs. The estimate will show quantities and unit prices for each work item along with appropriate mobilization and a 25% contingency cost. Construction costs will be developed using current bid results from similar projects, Caltrans database information and from Caltrans' latest online database information.

Task 5.3 - Project Report

Mark Thomas will prepare a Project Report using the template providing in Appendix D of the Caltrans Project Development Procedures Manual (PDPM). We will utilize the GADs, Preliminary Cost Estimate, Technical Studies and other available information as the basis of information for the Project Report.

Deliverables:

- GADs.
- Preliminary Cost Estimate.
- Project Report.

Assumptions:

- There will only be one (1) concurrent submittal of the GADs to the City, City of Perris, MARB, and March JPA. Comments provided by the City of Perris, MARB, and March JPA will be reviewed with the City prior to commencement of the project report for concurrence with Project/City goals. Updates to the project geometry and proposed improvements based upon the agreed upon comments will be addressed in the 65% submittal.
- The City of Moreno Valley will be the only reviewing and approving party for the Project Report.

Task 6.0 - Plans, Specifications & Estimates

Task 6.1 - Improvement Plans (65%, 90%, Final)

Mark Thomas will develop the following improvement plans for the 65%, 90%, and Final Submittals:

- Title Sheet (1 sheet)
- Construction Notes (1 sheet)
- Survey Control Plan (1 sheet)
- Typical Sections (1 sheet)
- Construction Details (2 sheets)
- Curb Ramp / Driveway Details (1 sheet)
- Demolition Plans (3 Sheets) (Double Stacked)
- Storm Drain / Drainage Plans (6 Sheets) 1" = 40'
- Detention Basin Grading Plans (2 sheets) 1" = 20'
- Layouts and Profiles (5 sheets) 1" = 40'
- Signing and Striping Plans (3 sheets) 1" =40' (Double Stacked)
- Lighting & Conduit Plans (3 Sheets) 1" =40' (Double Stacked)

Upon completion of and receiving comments from the City, City of Perris, RCFC & WCD, MARB, and March JPA at the 65% and 90% submittals, Mark Thomas will compile all comments into a Comment Resolution Matrix. We will meet with each agency to discuss comments to receive clarity, work through conflicting comments, and establish a path

forward on addressing comments. Prior to advancing submittal packages, Mark Thomas will work with the City to ensure they are in agreement with all other agency comments.

Task 6.2 - Estimate (65%, 90%, Final)

A cost estimate will be prepared to inform the City of the upcoming financial obligation and to provide an engineer's estimate as a basis for the design. The estimate will show quantities and unit prices for each work item along with appropriate mobilization and contingency costs. Construction costs will be developed using current bid results from similar projects, Caltrans database information and from Caltrans' latest online database information. Submittals will be provided at 65%, 90%, and Final submittals.

Task 6.3 - Specifications (65%, 90%, Final)

We will prepare technical specifications and special provision package using the latest city boiler plates and applicable city format. We anticipate the City will provide the boilerplate contract documents to be included in the specifications package. We will work with the City on assembling the entire contract document package. Submittals will be provided at 65%, 90%, and Final submittals.

Deliverables:

- PS&E at 65%, 90% and Final Submittals.
- Comment Resolution Matrix (65% and 90% Submittals).
- Comment Resolution Meetings after 65% and 90% Submittals (2 meetings, 5 agencies).

Assumptions:

- Tasks exclude any lighting analysis or pedestrian scale lighting.
- It was assumed the Perris Valley Channel Lateral B crossing Heacock Street will only be a replacement (or extension of the existing) reinforced concrete boxes. No bridge improvements were included in this scope of services and we will utilize Caltrans Standard Plans for the design of the reinforced concrete box improvements and headwalls.
- It was assumed no new traffic signal improvements or modifications were necessary for the project and that the existing signal equipment at the Heacock Street intersection would be protected in place.
- It was assumed no planting or irrigation improvements were required and were excluded from the scope of services.
- Electrical services would be provided by the City of Moreno Valley Electric Utilities and application/plan check fees were not included within the scope of services.
- Submittals to the City of Perris, RCFC & WCD, MARB, and March JPA will occur concurrently with submittals to the City, Mark Thomas will not advance to the next submittal until receiving all comments and having a comment resolution meeting with each agency with jurisdiction.

Task 7.0 - Right of Way Engineering

Task 7.1 - Right of Way Requirements / Legals & Plat Maps

Mark Thomas will develop Right of Way Requirements Maps at 1"=40' double stacked illustrating existing and proposed right of way requirements including dimensions and area, and property ownerships. Mark Thomas will also prepare up to seven (7) legal descriptions and plat map exhibits for impacted properties under the responsible charge of California Licensed Professional Land Surveyor.

Deliverables:

• Right of Way Requirements Maps, Legal Descriptions and Plat Map Exhibits (up to 7).

Assumptions:

• Legal Descriptions and Plat Map Exhibits for Temporary Construction Easements were not included.



Optional Costs

Task 9.1 – Preliminary Title Reports (PTRs)

Utilizing Commonwealth Land Title Company, Mark Thomas will order up to seven (7) PTRs (each anticipated impacted property) for the basis of obtaining the vesting deed, verifying ownership, and identifying encumbrances / existing easements within acquisition area.

Deliverables:

• Preliminary Title Reports (up to 7).

Assumptions:

• Fee for PTRs is an estimate only for budgeting purposes, Mark Thomas will secure costs from Commonwealth Land Title Company, Inc. prior to ordering for City approval. All invoices will be based upon actual costs.

Task 9.2 - Record of Survey

Should found cadaster / field data dictate the need to develop a record of survey per the California Land Surveyor's Act (Business and Professions Code §§ 8700 – 8805) Section 8762, Mark Thomas will compile all boundary retracement data into a Pre-Construction Record of Survey to be filed with the Riverside County Surveyor. The ROS will show all lines and pertinent measurements/record documentation references delineated in the Land Net Base Map.

Deliverables:

• Pre-Construction Record of Survey Filed with the Riverside County Land Surveyor.

Assumptions:

• No new monumentation or replacement of missing monuments / cadaster is included within this scope of services.

Task 9.3 – Utility Potholes (10)

Mark Thomas will utilize C-Below to conduct potholing of existing underground utilities to avoid conflicts with new storm drain improvements. Up to ten (10) potholes have been included.

Deliverables:

- •
- Potholes, Pothole Result Report.

Assumptions:

• It was assumed hot patch repair is not necessary, all potholes in the road will be filled with permanent asphalt concrete/concrete patch repair with no cold mill.

Task 9.4 - Regulatory Permit Applications / Processing

Task 9.4.1 - CDFW 1600

This includes preparation of a 1600 Streambed Alteration Agreement permit application for the proposed project. This team will coordinate with the City for revisions and finalizing prior to submittal to CDFW for review, including coordination with CDFW assigned staff through permit negotiations and acquisitions.

Task 9.4.2 – USACE CWA 404

This includes preparation of a CWA 404 (NWP-14) permit application for Linear Transportation projects. This team will coordinate with the City for revisions and finalizing prior to submittal to the United States Army Corps of Engineers (USACE) for review.



Task 9.4.3 – RWQCB CWA 401

This includes preparation of a CWA, Section 401 Water Quality Certification permit application for the proposed project. This team will coordinate with the City for revisions and finalizing prior to submittal to RWQCB for review.

Task 9.4.4 – RCFC & WCD Encroachment Permit

This includes preparation of an encroachment permit application for work within the Perris Valley Channel Lateral B. This team will coordinate with the City for revisions and finalizing prior to submittal to Riverside County Flood Control & Water Conservation District (RCFC & WCD) for review.

Deliverables:

- CDFW 1600 SAA
- CWA, Section 404, Nationwide Permit 14 Linear Transportation Projects
- CWA, Section 401 Water Quality Certification
- RCFC & WCD Encroachment Permit

Assumptions:

- Permit applications do not include any kind of agency fees (permit review, application, plan checking, etc.) and it is assumed the City will pay each agency directly after providing a request for payment, invoice, fee schedule, etc.
- This includes up to one (1) initial submittal and one (1) response to comments from each of the permitting agencies.

Task 9.5 - Water Quality Management Plan

Mark Thomas will utilize Q3 to prepare a Water Quality Management Plan (WQMP) for the Heacock Street extension project using the Santa Ana Region template for Public Transportation Projects. The practicability of implementing structural LID BMPs within the right-of-way will be evaluated on the principles of the EPA Guidance.

Deliverables:

• Water Quality Management Plan.

Assumptions:

• N/A.

Task 9.6 – Bridge Replacement Feasibility Study

Task 9.6.1 - Borings and Foundation Report for Bridge

To support a potential feasibility study to evaluate a single-span bridge versus a box culvert replacement at the Perris Valley Strom Drain Lateral "B" intersection with Heacock Street, we will update the Preliminary Foundation Memorandum to include two additional 80-foot deep borings. Borings will be performed at existing roadbed elevations

Task 9.6.2 – Bridge Replacement Feasibility Study

Should the existing dual 14' wide by 9' tall reinforced concrete box structure need replacement to increase capacity as a result of the regional hydraulics, Mark Thomas will conduct a Bridge Replacement feasibility study that evaluates a single span bridge as the replacement in lieu of a large reinforced concrete box. This study is a planning level study and will include the development of a preliminary plan sheet showing the basic structure layout and items of work for each of the two alternatives. Additionally, a preliminary cost estimate will be included for each alternative that evaluates construction costs. Lastly, we will prepare a memorandum outlining our recommendations based on construction costs, impacts, and benefits for the City's evaluation/determination for the structure type to be included in the final design.



Deliverables:

- Final Foundation Memorandum with Boring Results
- Bridge Replacement Feasibility Study Memorandum

Assumptions:

- See Task 4 assumptions regarding no fee permits, only permits through the City, and traffic control.
- No rights of entry or acquisition interests are included to perform work.

Task 9.7 – Infiltration Testing

To support a potential detention basin, we will perform one infiltration test. EMI will drill a boring and two temporary wells at the proposed location. Maximum targeted borehole depth is estimated to be 20 feet. Depth of the wells will depend on the design invert elevation of the proposed basin but is assumed to be no more than 15 feet below existing ground. Sampling schedule will be at 5-foot intervals in the soil boring. The two wells will not be sampled, though the soil type will be observed for comparison and documented in well logs. Each well will be soaked overnight and infiltration testing will commence the following day. Well infiltration testing will be performed following USBR 7300-89 method.

Deliverables:

• Soils Infiltration Testing Results.

Assumptions:

- See Task 4 assumptions regarding no fee permits, only permits through the City, and traffic control.
- No rights of entry or acquisition interests are included to perform work.

Task 9.8 – Additional Legal Descriptions / Plat Map Exhibits for TCEs

Mark Thomas will prepare legal descriptions and plat map exhibits for all temporary construction easements under the responsible charge of California Licensed Professional Land Surveyor.

Deliverables:

• Legal Descriptions and Plat Map Exhibits (up to 4).

Assumptions:

• Legal Descriptions and Plat Map Exhibits for Temporary Construction Easements were not included.

Task 9.9 - Right of Way Acquisition

We have identified the following property impacts:

Ownership	APNs	R/W Interests
March Inland Port Airport Authority	294-180-054	Permanent R/W.
Jose & Marth Perez	316-211-007	Permanent R/W and TCE for roadway grading.
First Industrial	316-211-001, 009, 010, 013	Permanent R/W and TCE for roadway grading.
Lawrence Family Trust	316-211-014	Permanent R/W and TCE for roadway grading.
RCFC & WCD	316-211-016, 017, 302-020-037	Permanent R/W.
United States	294-180-047, 294-200-002, 314-153-072	Permanent R/W.
Carolyn Brazil & Carl Boyd	302-020-036, 051	Permanent R/W and TCE for roadway grading.
	///////////////////////////////////////	



Task 9.9.1 – Appraisals / Review Appraisals

Mark Thomas will utilize Monument, Inc. to prepare seven (7) separately bound fee appraisal reports in compliance with USPAP and Uniform Act requirements for the partial acquisitions identified in the table above. The appraisal scope of work will generally include the following.

- The appraisal will be prepared by individuals licensed with the State of California, Office of Real Estate Appraisers, as a Certified General Real Estate Appraiser. Our appraisers both retain the requisite qualifications and experience necessary to competently complete appraisals in a competent and professional manner, in accordance with applicable laws and policies.
- Prepare the Notice of Decision to Appraiser letter for each property, advising the property owner of the proposed project, introducing the appraiser, enclosing an Acquisition Brochure describing the City's acquisition process, and contract information to answer questions and concerns.
- The appraisal report will comply with laws that are applicable to the specific appraisal assignment and the Uniform Standards of Professional Appraisal Practice (USPAP).
- Afford the property owner or the owner's designated representative the opportunity to accompany the appraiser on the inspection of the property.
- Perform an inspection of the subject property. The inspection should be appropriate for the appraisal problem, and the Scope of Work should address:
 - The extent of the inspection and description of the neighborhood and proposed project area,
 - o The extent of the subject property inspection, including interior and exterior areas,
 - The level of detail of the description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, the remaining property).
- In the appraisal report, identify the highest and best use. If highest and best use is in question or different from the existing use, provide an appropriate analysis identifying the market-based highest and best use.
- Present and analyze relevant market information.
- In developing and reporting the appraisal, disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project.
- Report the appraiser's analysis, opinions, and conclusions in the appraisal report.
- A formal appraisal review will be completed on the United States property in anticipation of complying with federal regulations.

Task 9.9.2 – Negotiations

Our team will provide property acquisition services to secure the necessary right-of-way required to construct the Project. The tasks will be performed in accordance with applicable Federal, State and local regulations, and City's ROW Policies and Procedures. Our team will be provided with a copy of City's ROW Policies and Procedures Manual upon award and execution of a contract.

Our team will provide the following services under the direction of the City staff:

• Provide the Acquisition and Negotiations Services to acquire the property interests required for the Project in a timely, efficient manner and at a reasonable cost.



- Coordinate and manage the acquisition process with the City, legal counsel, design team, property owners, and tenants along with the title company, appraisers and other consultants to insure effective cross-discipline communications.
- Review ROW plans, appraisal reports, title reports, appraisal maps and legal descriptions and all other pertinent documents.
- Prepare acquisition offer packages consisting of the City's written purchase offer, appraisal summary statement, acquisition brochure, acquisition agreement, conveying instruments (Grant Deed, Permanent and/or Temporary Easements, etc.), Certificate of Acceptance, recommendation of Amount of Just Compensation, and plat maps and legal descriptions.
- Our team's acquisition agent will meet personally with each property owner to present the City's purchase offer, explain the project design requirement and inform him or her of the City's ROW acquisition process.
- Negotiate personally in good faith with each property owner, his/her agent or representative and discuss
 appraisal and valuation of the property interests, gather information from the property for consideration and
 address any questions or concerns that may arise during the acquisition process.
- Establish and maintain an acquisition file for each property owner or property interest acquired and maintain a file checklist pursuant to the City's specifications.
- Promptly transmit executed documents (acquisition agreements, executed deeds, rental agreements, statements of information, offset statements, and the like) to the City for acceptance and processing. A report summarizing the pertinent information relative to the transaction will be included.
- Prepare and submit a Letter of Recommendation to the City for any proposed administrative settlements with property owners. The letter will include a chronology of the negotiation efforts, provide supporting evidence and documentation and an explanation of the benefits and rationale behind the recommendation.
- Recommend condemnation action when negotiations have reached an impasse. The required justification will be submitted in writing to the City. Our primary goal will be to reach an acceptance of the offer with each property owner. We will work with the City in recommending solutions to achieve acceptance of the offer.
- Perform any other normal procedures and processes to implement the acquisition assignment and provide any other supporting information and/or correspondence required by the City.
- Provide bilingual acquisition agents, if necessary.
- Prepare all applicable forms, secure property owner's approval and signature and submit the forms to the City for review and acceptance.
- Upon completion of the acquisition process for each property or property interest, or at project completion, our team will provide the City with the original acquisition file as well as electronic copy of files for future audit purposes.

Task 9.9.3 – Escrow Coordination

After an offer is accepted and the purchase agreement is approved by the City, our team's Escrow Coordinator will transmit the original documents to the escrow company and request that the title company send an updated Preliminary Title Report (to be provided by the City).

• The Escrow Coordinator will review the updated title report and prepare a memorandum of disapproved title exceptions.



- The escrow company will prepare escrow instructions, transmit a copy of the purchase contract to the title company and begin the process of satisfying all monetary liens, prorating taxes and clearing adverse title exceptions and encumbrances.
- Upon escrow's request for funds from the City, the estimated closing amount will be deposited in escrow, and upon close, the escrow holder will record a deed and issue a title insurance policy.
- The Escrow Coordinator will provide ongoing support to the escrow officer to ensure the timely execution of escrow instructions, coordination of title clearance documents and processing of wire transfers.
- Escrow closure generally will be accomplished in 30 to 60 days.

Deliverables:

- Appraisal Reports (up to 7), Review Appraisal Reports (up to 1).
- Negotiation Services for up to 7 larger parcels.
- Escrow Coordination Services for up to 7 larger parcels.

Task 10.0 - Bidding & Support During Construction

Task 10.1 – Bidding Support

Mark Thomas will provide assistance, as required, to the City during bidding of the project. The work may include answering questions from prospective bidders, assisting the City in the preparation of addenda to the PS&E during the advertisement period, providing consultation and interpretation of the construction documents, and attending pre-bid meeting. Mark Thomas has provided a "budget" amount to be used on a time and materials basis as requested by the City. Any time spent beyond this budget will require a contract amendment.

Task 10.2 – Design Support During Construction

Mark Thomas will provide assistance, as required, to the City during construction of the project. The work may include reviewing cost proposal from contractors and making recommendations, review construction materials submittals, conducting job walk, and responding to RFIs. Mark Thomas has provided a "budget" amount to be used on a time and materials basis as requested by the City. Any time spent beyond this budget will require a contract amendment.

Task 10.3 – As-Built Preparation

Mark Thomas will prepare as-built plans to show the changes made to the construction plans during construction.

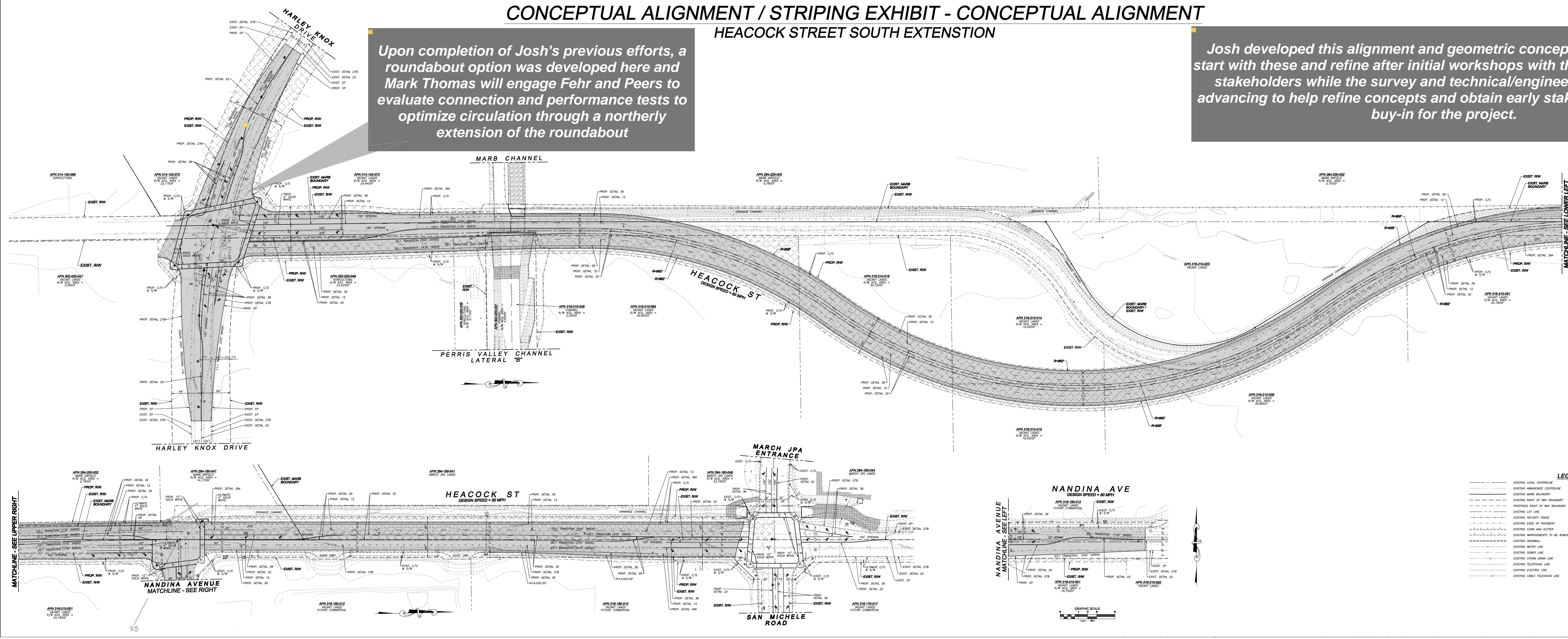
Deliverables:

- Responses to Bidding Questions (10), Prepare Addenda (1), Attend Pre-bid Meeting (1).
- Conformed Construction Improvement PS&Es.
- Review Construct Materials Submittals (up to 5), Conduct Job Walk (up to 1), Response to Construction RFIs (up to 10).
- Prepare As-Built Plans

Assumptions:

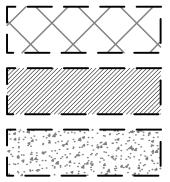
• Either the City staff or their Construction Management consultant will provide detailed redlines and instructions of as-built conditions prior to Mark Thomas development final as-builts. Our as-builts will be based upon said redlines and/or instructions, and RFI's or submittals answered during the construction phase.

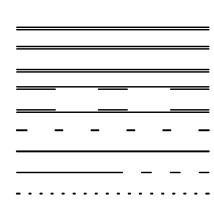
CADD DRAWINGS



Josh developed this alignment and geometric concept in 2013. We will start with these and refine after initial workshops with the City and various stakeholders while the survey and technical/engineering studies are advancing to help refine concepts and obtain early stakeholder input and

	LEGEND	
	EXISTING LEGAL CENTERLINE	
	EXISTING ABANDONED CENTERLINE	$\langle \mathbf{x} \rangle$
	EXISTING MARB BOUNDARY	
	EXISTING RIGHT OF WAY BOUNDARY	
	PROPOSED RIGHT OF WAY BOUNDARY	
	EXISTING LOT LINE	
XXXX	EXISTING SECURTY FENCE	
	EXISTING EDGE OF PAVEMENT	
<u> </u>	EXISTING CURB AND GUTTER	
	EXISTING IMPROVEMENTS TO BE REMOVED	
	EXISTING HEADWALL	
	EXISTING WATER LINE	
·_S·	EXISTING SEWER LINE	
SD	EXISTING STORM DRAIN LINE	
T	EXISTING TELEPHONE LINE	-
E	EXISTING ELECTRIC LINE	
CATV	EXISTING CABLE TELEVISION LINE	





PROPOSED CURB AND GUTTER R/W ACQUISITION AREA

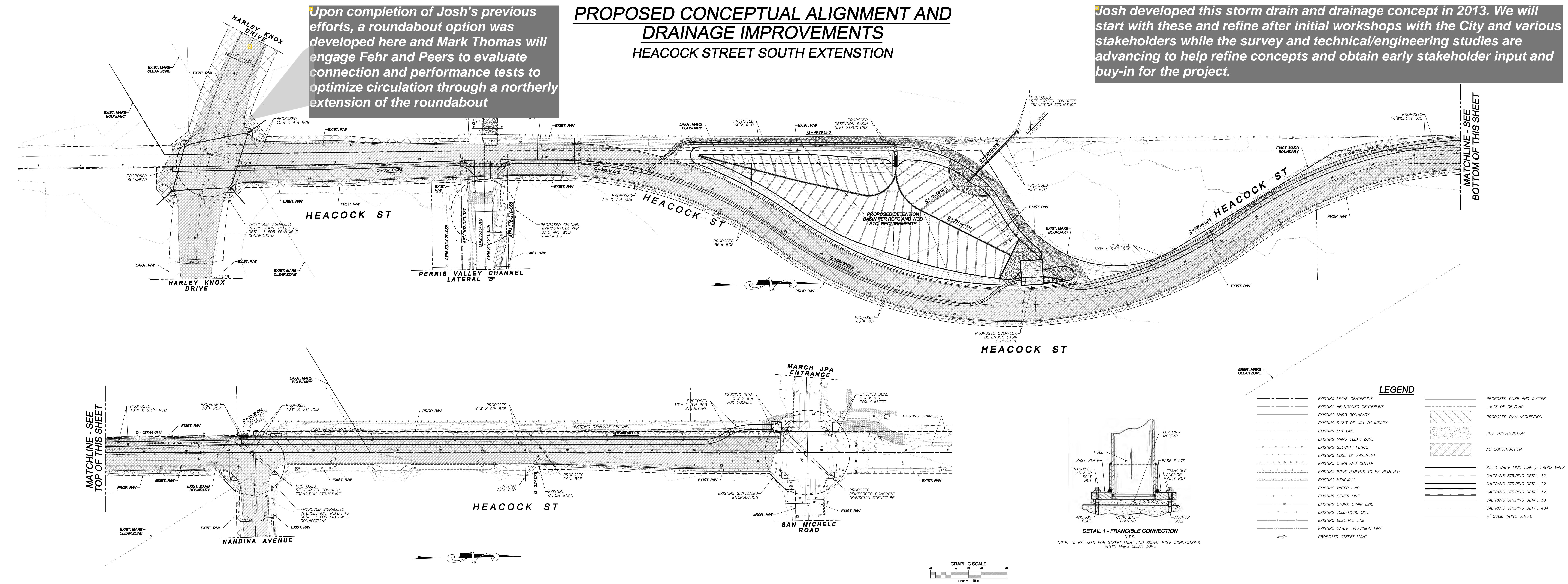
AC CONSTRUCTION

PCC CONSTRUCTION

- ----- CALTRANS STRIPING DETAIL 12 CALTRANS STRIPING DETAIL 22
 - CALTRANS STRIPING DETAIL 29

CALTRANS STRIPING DETAIL 32

- - - - CALTRANS STRIPING DETAIL 37B CALTRANS STRIPING DETAIL 38 ——— — — — CALTRANS STRIPING DETAIL 39/39A CALTRANS STRIPING DETAIL 40A 4" SOLID WHITE STRIPE



Move Forward

MARK THOMAS

IRVINE

2121 Alton Parkway, Suite 210 Irvine, CA 92606 (949) 477-9000

San José • Cupertino • Walnut Creek Fresno • Inland Empire • Irvine Lakewood • Oakland • Roseville Sacramento



markthomas.com

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.
- Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
- 3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "D"

TERMS OF PAYMENT

- 1. The Consultant's compensation shall not exceed \$ 894,547.00
- 2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/biz-lic.
- 3. The Consultant will electronically submit an invoice to the City along with documentation evidencing services completed to date as specified in the Request for Proposal. Progress payments will be made in accordance with the payment schedule outlined in the Request for Proposal, but in no case will progress payments be made to the Consultant more frequently than once per month. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at TechInfo-CapProj@moval.org. Accounts Payable questions can be directed to (951) 413-3130.
- The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be

completed prior to any payments by the City. Any invoice not paid because the

completed ACH Authorization Form has not been provided will not incur any fees,

late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

- 5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
- 6. The City shall pay the Consultant for all invoiced, authorized professional services

within thirty (30) days of receipt of the invoice for same.

MARK THOMAS	Principal \$465	Sr. Technical Lead	Sr. Project Manager	Technical Lead	Sr. Technical Engineer	Project Engineer	Sr. Technician	Design Engineer II	Design Engineer I	Survey Manager I \$222	Project Surveyor I \$205	Lead Survey Technician	Survey Technician I	Funding Manager	Funding Specialist	Sr. Project Accountant	Sr. Project Coordinator	Total Hours	Total MT Cost	PLACEWORKS, INC.	Ga consulting, INC. Non-DBE	DBE	FEHR & PEERS, INC.	MONUMENT, INC.	TOTAL COST
						-								-											
1.0 PROJECT MANAGEMENT / ADMINISTRATION																									L/
1.1 Project Administration	4		56			112			20							28	28			-	-	-	-	-	\$52,289
1.2 Project Team Meetings	2		16			48												66	\$14,610	-	-	-	-	-	\$14,610
1.3 Quality Control & Quality Assurance (QC/QA)	4		16	48									_					68	\$20,369	-	-	-	-	-	\$20,369
Subtotal Phase 1	10	0	88	48	0	160	0	0	20	0	0	0	0	0	0	28	28	382	\$87,268	\$0	\$0	\$0	\$0	\$0	\$87,268
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2.0 RESEARCH & FIELD INVESTIGATIONS									4.0									20	ća 700						62.700
2.1 Field Investigations / Site Photographs						4			16				40					-	1 7	-	-	-	-	-	\$2,788
2.2 Record Maps / As-Built Research						8			40		4		40					92	\$12,669	-	-	-	-	-	\$12,669
2.3 SURVEY 2.3.1 Control										2	8							18	ĆE 207						¢5 207
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										4	16	0	80					52 190	\$17,241 \$50,749	-			-	-	\$17,241 \$50,749
2.3.3 Topographic Survey 2.4 UTILITIES						2				8	4	8	80					190	Ş50,749	-	-	-	-	-	\$50,749
2.4.1 Introductory Letters						2			20									22	\$2,930						\$2,930
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2.4.2 Utility Base Maps						2												50	\$6,514	-	-	-	-	-	\$6,514 \$12,636
2.4.3 Utility Coordination			4			12 30			72		22		120					88	\$12,636	-	-	-	-	-	
Subtotal Phase 2	0	0	4	0	0	30	0	0	196	14	32	8	120	0	0	0	0	532	\$110,914	\$0	\$0	\$0	\$0	\$0	\$110,914
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3.0 NEPA/CEQA COMPLIANCE			0			20											0	20	67 550	¢27.071					¢24.C24
3.1 Coordination / Management			8			20 40											8	36	\$7,553	\$27,071	-	-	-	-	\$34,624
3.2 Project Description			8			40												48	\$9,800	-	-	-	-	-	\$9,800
3.3 Technical Analysis																		0	Ş0	\$96,811	-	-	-	-	\$96,811
3.4 CEQA/NEPA Environmental Analysis	0	0	10	0		60	0	0	0			0	0	0		0	0	8 84	ېر د 17 252	\$66,565	-	-	-	- \$0	\$66,565
Subtotal Phase 3	U	U	16	U	U	60	U	U	U	U	U	U	U	U	U	U	0	8 84	\$17,353	\$190,447	\$0	\$0	\$0	ŞU	\$207,800
4.0 REPORTS & CALCULATIONS																									⊢ /
			2			0			20									30	\$4,640		\$74,000				\$78,640
 4.1 Hydrology & Hydraulic Analysis 4.2 Traffic Operations / VMT Assessment 			2			0			20									10	\$4,640	-	\$74,000	-	- \$41,000	-	\$78,640
			2			8												10	\$2,080	-	-	- ¢10.604	\$41,000	-	\$43,080 \$20,944
4.3 Geotechnical Investigations 4.4 Roundabout Performance Tests			2			4		24										0 34		-	-	\$19,604	- 60.000	-	
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Subtotal Phase 4	U	U	8	U	U	28	U	24	20	U	U	U	U	12	30	U	U	128	Ş 24,30 8	ŞU	\$74,000	\$19,604	\$49,000	\$0	\$100,972
5.0 PRELIMINARY ENGINEERING																									↓ ′
			12			32		32	100									176	\$27,280						\$27,280
			21			52		52	20									30	\$27,280 \$4,640	-	-	-	-	-	\$27,280 \$4,640
5.2 Preliminary Cost Estimate 5.3 Project Report			2			20			20									28		-	-	-	-	-	\$4,640
Subtotal Phase 5	0	0	22	0	0	20 60		32	120	0	0	0	0	0	0	0	0	28		\$0	\$0	\$0	\$0	\$0	
Subtotal Flase 5	U	U	~~~~~	U	Ū	00	U	32	120	U		U	U	U	U U	U	U	234	936,020	ŲÇ	ΨŪ	, Şu	Ψ	ŲΨ	\$38,020
6.0 PLANS, SPECIFICATIONS & ESTIMATES																									
6.1 Improvement Plans (65%, 90%, Final)			40			292		456	388		Л		1					1184	\$187,708	_	-	-	\$12,000	_	\$199,708
6.2 Estimate (65%, 90%, Final)			40			292		450	60		4		4					96		-	<u> </u>		,, ,, ,,	-	\$15,260
6.3 Specifications (65%, 90%, Final)			8 16			60			00									76	\$15,200	-	-	-	-	-	\$15,200
Subtotal Phase 6	0	0	64		0	380		456	448	0	1	0	1	0	0	0	0	1356		\$0	\$0	\$0	\$12,000	\$0	
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7.0 RIGHT OF WAY ENGINEERING																									
7.1 Right of Way Requirements/Legals & Plats			8			36			100	л	28	80						256	\$42,902						\$42,902
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OTHER DIRECT COSTS																			\$0 \$900						
TOTAL COST	\$4,650	ć0	\$63,000	\$12 700	60	\$139,490	ć0	\$70.260	\$115 713	\$4.624	\$12.104	\$15 700	\$16.275	¢2 910	\$6 CO1	\$5,263	\$6,539						\$61,000	\$0 \$0	
TOTAL COST	94,05U	ŞΟ	303,000	-913,709	ŞU	9139,490	ŞΟ	-373,30U	J113,/12	34,03I	ş13,104	-919,708	310,275	- 33,018	30,091	ş5,203	- 20, 539			\$151,032	- 375,000	- 720,122	901,000	ŞU	7054,54 7

COST PROPOSAL FOR PROJECT OPTIONAL SCOPE: Heacock Street South Extension (City Project Number 801 0100) (NOT A PART)

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EXHIBIT "E"

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
- 2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
- 3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
- 4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:

\$1,000,000 per occurrence for bodily injury and property damage \$1,000,000 per occurrence for personal and advertising injury \$2,000,000 aggregate for products and completed operations \$2,000,000 general aggregate

2. Automobile Liability:

\$1,000,000 per accident for bodily injury and property damage

3. Employer's Liability:

\$1,000,000 each accident for bodily injury \$1,000,000 disease each employee \$1,000,000 disease policy limit 4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence \$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects The City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

<u>The General Liability and Automobile Liability insurance policies</u> are to contain, or be endorsed to contain, the following provisions:

- 1. The City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
- 2. The coverage shall contain no special limitations on the scope of protection afforded to the City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers.
- 3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

<u>The Workers' Compensation insurance policy</u> is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against the City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers. If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made

form:

- 1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
- 4. A copy of the claims reporting requirements must be submitted to City for review.
- 5. These requirements shall survive expiration or termination of the Agreement.

<u>All policies of insurance</u> 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

<u>All policies of insurance</u> 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.