

City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the "City", and **INTERWEST CONSULTING GROUP, INC.**, a **CORPORATION**, with its principal place of business at **1500 S. HAVEN AVE., SUITE 220, ONTARIO, CA 91761** hereinafter referred to as the "Vendor," based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent Vendors;
- B. Vendor desires to perform and assume responsibility for the provision of professional **construction inspection** contracting services required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing professional **construction inspection** contracting services and is licensed in the State of California, if applicable;
- C. City desires to engage Vendor to render such services for the **Construction Inspection Consultant Services** as set forth in this Agreement;
- D. The public interest, convenience, necessity, and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS

1. **VENDOR INFORMATION:**

Vendor's Name: Interwest Consulting Group, Inc.

Address: 1500 S. Haven Ave., Suite 220

City: Ontario State: CA Zip: 91761

Business Phone: (909) 295-3142 Fax No. _____

Other Contact Number: (619) 372-9962

Business License Number: 34240

Federal Tax I.D. Number: 73-1630909

2. **VENDOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Vendor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from ~~XXX~~ to **June 30, 2026**, unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Vendor's requests for extensions of time in which to complete the work required. The Vendor shall not be responsible for performance delays caused by others or delays beyond the Vendor's reasonable control (excluding delays caused by non-performance or unjustified delay by Vendor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Vendor.
- E. Term of Multi-Year Agreement
 - a. This contractual agreement will be subject to the City Council approving the fiscal year annual budget. This contractual agreement shall be binding upon all parties for a period of two (2) fiscal years and may be extended for an additional three (3) fiscal years upon the written agreement of both parties and pending funding approval in the new fiscal year's budget.
 - b. The following clause applies to this project: "It should be noted that this multi-year agreement may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council. In the event that the City Council does not grant necessary funding appropriations and/or program approval, then the affected multi-year agreement becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied."

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Vendor is solely responsible for the content and sequence of the work and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Vendor or his/her/its employees.
- B. Intent of Parties. Vendor is, and at all times shall be, an independent Vendor and nothing contained herein shall be construed as making the Vendor or any

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

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

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

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

brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

- L. CalPERS Retiree Disclosure. Vendor hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Vendor 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 Vendor 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.
- M. 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, Vendor 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.
- N. 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 Vendor as an independent Vendor of City and agents and employees of Vendor, and not as agents or employees of City. Vendor 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.

- O. Civil Code Section 1542 Waiver. Vendor 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.”

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 CalPERS that are only afforded to employees and not independent contractors. Vendor 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.

- P. 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, Vendor shall reply within five days and share all communications and documents from CalPERS that it may legally share. In the event that either Vendor or City files an appeal or court challenge, Vendor 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.
- Q. Insurance Requirements. Throughout the life of this Agreement, Vendors shall pay for and maintain in full force and effect all insurance as required.

If at any time during the life of this Agreement or any extension, Vendor or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Vendor 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 Vendor 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.

The fact that insurance is obtained by Vendor shall not be deemed to release or diminish the liability of Vendor, 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 Vendor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Vendor, its principals, officers, agents, employees, persons under the supervision of Vendor, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Upon request of City, Vendor shall immediately furnish City with a complete copy of any insurance policy and associated documentation 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.

Where determined applicable by the City, Vendor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII-Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California.

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 covering on an "occurrence" basis, 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 State of California, California Labor Code and Employer's Liability Insurance, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to Vendor's profession.

Minimum Limits of Insurance:

- a. **General Liability Insurance.** Without limiting the generality of the forgoing, to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Vendor, sub-contractor, or any person acting for the Vendor or under its control or direction. Such insurance shall be

maintained in full force and effect throughout the terms of this Agreement and any extension thereof in the minimum amounts provided below:

- \$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
- b. Automobile Liability
- \$1,000,000 per accident for bodily injury and property damage
- c. Employer's Liability (Worker's Compensation)
- \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit
- d. Workers' Compensation insurance policy: In such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Vendor and the City, HA, and CSD against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Vendor in the course of carrying out this Agreement. Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Vendor and its insurer shall waive any right of subrogation against City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
- e. Professional Liability (Errors and Omissions): Limits of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- f. Endorsements: Unless otherwise specified hereunder, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A,VII and shall be endorsed with the following specific language:
- The insurer waives all rights of subrogation against the City, its appointed officials, officers, employees or agents.

Other Insurance Provisions: The General Liability, Automobile Liability and Workers Compensation insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. 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.

- b. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Vendor shall furnish the 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 the City, Vendor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers: All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or designee.

Verification of Coverage: Vendor shall furnish City with all certificates(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City Manager or designee prior to City's execution of this Agreement and before work commences. The following applicable endorsements will be required:

1. Additional Insured endorsement for ongoing operations, completed operations and primary & non-contributory endorsement for general liability coverage
2. Additional Insured endorsement for auto liability coverage
3. Waiver of Subrogation for workers compensation coverage

- R. **Intellectual Property.** Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Vendor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Vendor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Vendor in performance of this Agreement. The City and the Vendor 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.

S. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, Agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

T. Termination. The following clauses apply:

1. The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Vendor. The written notice shall specify the date of termination. Upon receipt of such notice, the Vendor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Vendor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Vendor in accordance herewith through the date of termination.
2. Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Vendor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
3. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of services under this Agreement. Vendor shall be required to provide such documents and other information within fifteen (15) days of the request.
4. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.

U. Payment. Payments to the Vendor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Vendor. Vendor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Vendor shall maintain adequate records to permit inspection and audit of the Vendor's time and materials charges under the Agreement. Such records shall be retained by the Vendor for three (3) years following completion of the services under the Agreement.

- V. Restrictions on City Employees. The Vendor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- W. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- X. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:

Interwest Consulting Group, Inc.
1500 S. Haven Ave., Suite 220
Ontario, CA 91761
Attn: Stuart McKibbin

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Land Development Division

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- Y. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- Z. City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with this project.
- AA. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- BB. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, such attempted assignment, hypothecation or transfer.

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

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

royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.

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

DD. Authority To Execute. The representative executing this Agreement on behalf of each party hereby represents and warrants that he or she has full power and authority to execute this Agreement on behalf of such party and that all approvals and other actions necessary in connection with the effective execution by him or her have been obtained and are in full force and effect as of his or her execution hereof.

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

Interwest Consulting Group, Inc.

BY: _____

City Manager

Date

BY: _____

TITLE: _____

(President or Vice President)

BY: _____

TITLE: _____

(Corporate Secretary)

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

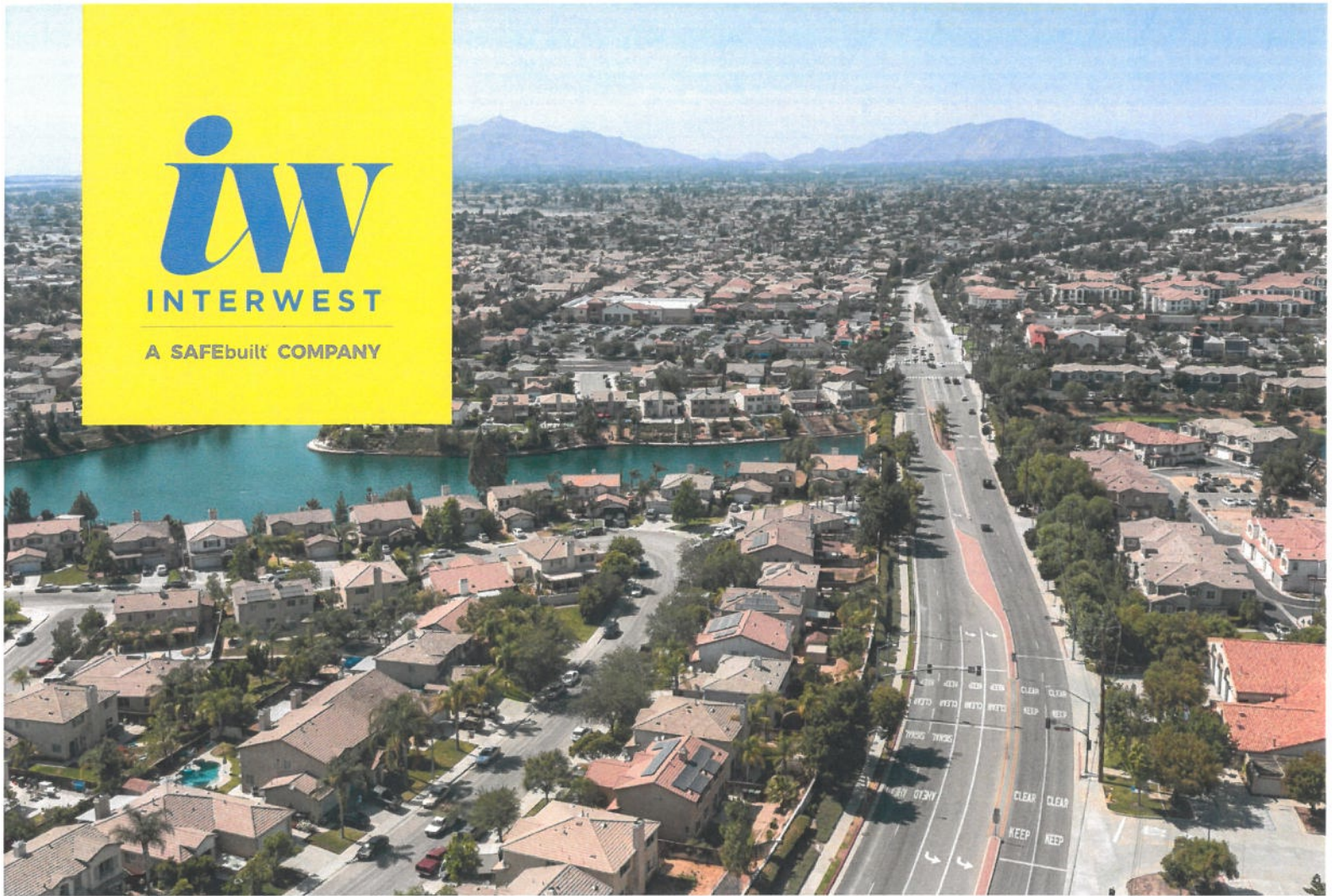
EXHIBIT A
VENDOR SCOPE OF SERVICES

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INTERWEST

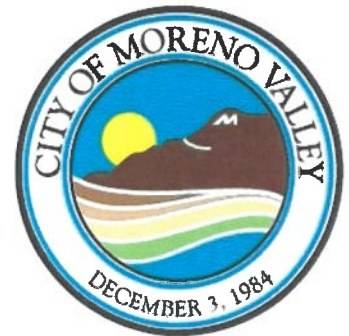
A SAFEbuilt COMPANY



CITY OF MORENO VALLEY

Professional Consultant Services for
Construction Inspection Services

July 18, 2024, 2:00 PM | ELECTRONIC



RFP #2024-032

MAIN PROPOSAL CONTACT:
SHELBY SIERACKI
Director of Sales, West Region
626.224.2055
ssieracki@interwestgrp.com

www.interwestgrp.com



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Executive Summary



1 / Executive Summary

July 18, 2024

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



A SAFEbuilt[®] COMPANY

1500 S. Haven Ave., Suite 220
Ontario, CA 91761
P (909) 295-3142

**Re: Professional Consultant Services for Construction Inspection Services
RFP No. 2024-032**

Members of the Selection Committee:

Interwest Consulting Group, Inc. (Interwest) understands that the City of Moreno Valley is seeking a consultant to provide professional services for construction inspection services. With a deep bench of more than 400 professionals dedicated to providing exceptional client service, our staff brings the following qualifications to the City of Moreno Valley.

PROPOSAL MAIN CONTACT:
Shelby Sieracki
Director of Sales, West Region
626.224.2055
ssieracki@interwestgrp.com

Our team is intimately familiar with the City of Moreno Valley, its departments, City staff and its community as we have **provided services to the City since 2016**, including Engineering Plan Check, Construction Management, and Inspection Services for Land Development. We hope to continue this working collaboration with the City and its community. Our references will testify that Interwest will provide high quality services, on time and on budget. We appreciate the opportunity to present our proposal to the City and look forward to serving your community.

Since our founding in 2002, Interwest has provided expert municipal services to over 200 cities across California. We are currently serving the City of Moreno Valley as well as the cities of Cathedral City, Rancho Mirage, Eastvale, Fontana, Wildomar, Fountain Valley, Irvine, Costa Mesa, Oceanside, San Juan Capistrano, and Counties of Orange, and Riverside. We are uniquely qualified to perform professional engineering services as evidenced by our proven track record and testimony of our past and current clients. We pride ourselves in building long, sustaining relationships in the Cities we work with—providing solutions that will strengthen your community. We believe that the extensive knowledge and experience held by our proposed team qualifies us to be the best to perform the services requested by the agency. We currently staff over 400 employees.

Shelby Sieracki will continue to act as the Account Manager for the City. Shelby will be responsible for ensuring increasing levels of client satisfaction throughout the life of the contract by performing periodic Client Health Checks, a service uniquely provided by Interwest. **Stuart McKibbin, PE** will serve as the Project Manager and the City's Liaison for this contract. Stuart is currently providing engineering consulting services to the City and will continue to provide exceptional services to your community.

We acknowledge receipt of Addendum #1 dated July 2, 2024.

As President of Interwest Consulting Group, I am authorized to sign any agreements that may result from this proposal and will provide contract support to the proposed Interwest team. This proposal is valid for a period of 180 days from the date of receipt. Should any questions arise, I can be contacted at 619.372.9962 or via email at bids@interwestgrp.com.

Sincerely,

A handwritten signature in blue ink that reads "Paul Meschino".

Paul Meschino, President
Interwest Consulting Group

Professional Team Assignments



2 | Professional Team Assignments

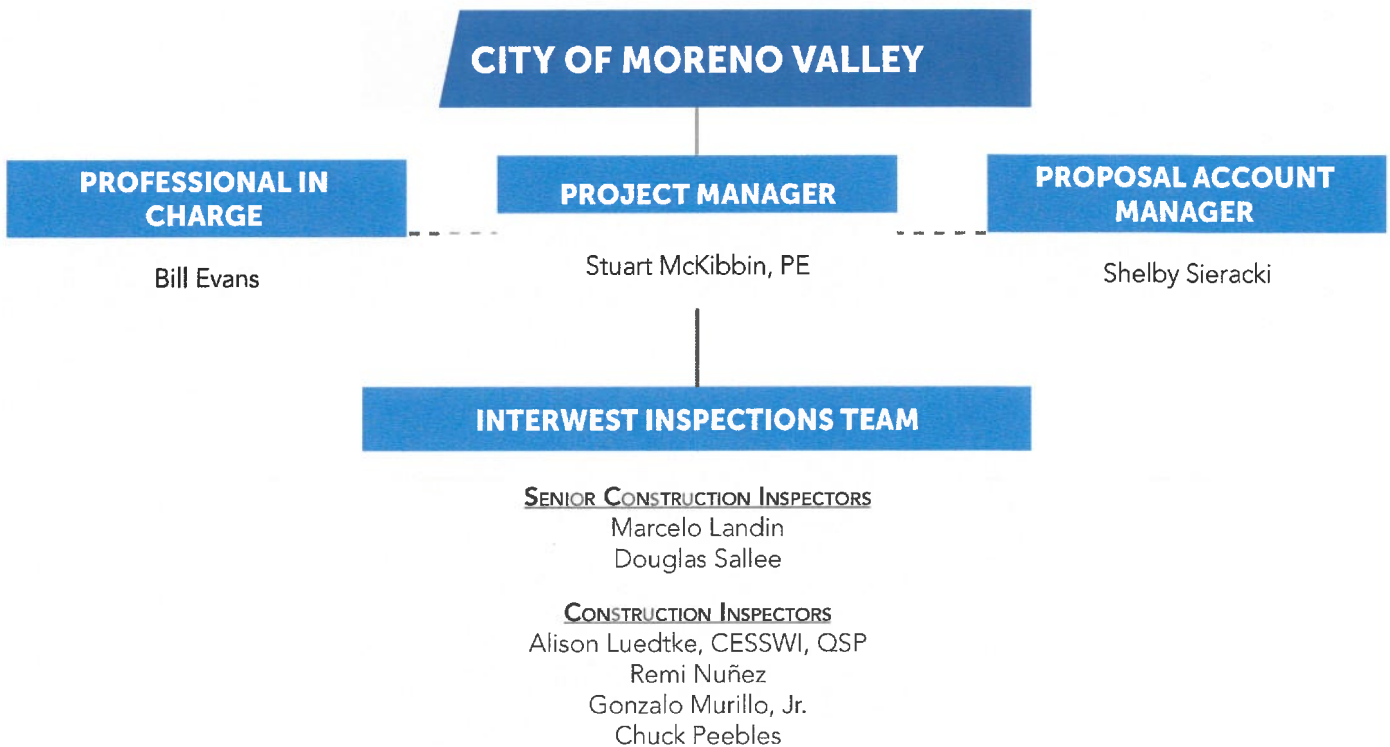
Our staff is intimately familiar with challenges facing jurisdictions today. Our familiarity and knowledge gained by collaborating with local agency staff, in developing collaborative relationships with community and business stakeholders, and by partnering effectively with state and federal regulatory agencies, results in successfully completed projects and thoroughly satisfied clients. Below is the project team we propose to serve the City of Moreno Valley. We have provided brief descriptions of our key project teams’ relevant responsibilities and complete résumés of our proposed staff including education and training for the City to Review.

Interwest has an excellent Talent Acquisition Team who are constantly seeking qualified applicants to satisfy the continual growth we are experiencing. Our established SAFEbuilt Academy further strengthens the knowledge base of our new hires in local codes, regulations, and other industry-related information. Additionally, we’ve implemented an in-house peer mentoring program to further assist new staff in understanding the nuances of working as augmented staff for multiple municipalities that have diverse needs as well as changing environments, philosophies, and political climates.

Interwest has sufficient staff to support the projects under this contract. In keeping with our reputation of being promptly responsive, we ensure that availability of our staff never goes below 40 percent for our senior staff and 30 percent for our technical support staff, amending our staffing needs as necessary. This is a strategy that we maintain to allow us to meet the impromptu and unexpected demands of all of our clients without sacrificing the needs of others. Interwest guarantees that we will have the necessary staff to meet all the needs and will always be 100% available to the City.

Organization Chart

As shown in the organization chart below, we have assembled an experienced and diverse team of inspectors to provide complete coverage for the City of Moreno Valley. Due to the page limitations detailed in the City’s RFP, on the following pages we provide detailed qualifications of key personnel only; however, all résumés of our proposed staff are included.



BILL EVANS // PROFESSIONAL IN CHARGE



Years Experience: 35+

Areas of Expertise: FHWA Project Management; FEMA Emergency Management – Certified; PMP Methodology; Erosion and Sediment Control; SWPPP & OSHA

Bill is an experienced Project Manager, Public Works Director, and Assistant City Manager. He has over 35 years of diversified experience on a municipal level directing, planning, organizing, implementing, and providing overall supervision of public works operations.

STUART MCKIBBIN, PE // PROJECT MANAGER



Years Experience: 39+

Education/Licenses: BS, Civil Engineering, California State University, San Diego; CA Professional Civil Engineer, (44553)

Stuart has over 30 years of experience working for the Riverside County Flood Control and Water Conservation District. He was been with Interwest for the last five years and has served as Contract City Engineer for the cities of San Jacinto, Perris and Canyon Lake. His diverse expertise includes planning, watershed protection, floodplain management and plan review.

MERCELO LANDIN // SENIOR CONSTRUCTION INSPECTOR



Years Experience: 27

Training: OSHA Safety; SWPPP; Federal & State Funded Reporting

Marcelo is an experienced construction professional with a safety-driven and organized approach. His expertise includes permitting, inspections, and OSHA compliance. Marcelo has excellent record keeping and team leadership abilities with superb attention to detail.

DOUGLAS SALLEE // SENIOR CONSTRUCTION INSPECTOR



Years Experience: 29

Education/Licenses: AA, General Education, Southwestern Junior College

Douglas is a construction inspector who has coordinated with third party contractors, soils technicians, geotechnical engineers, civil engineers, and city inspectors for current and upcoming work to be performed. He has coordinated with city crews for power turn off, signal pole replacements/removals, traffic signal loops, etc. He creates and maintains inspection logs and daily reports for all types of construction projects including private, public, and capital improvement projects.

Bill Evans

PROFESSIONAL IN CHARGE

Bill is an experienced Project Manager, Public Works Director, and Assistant City Manager. He has over 35 years of diversified experience on a municipal level.

PROFESSIONAL EXPERIENCE

Senior Project Manager / Interwest Consulting Group / 2021 - Present

Bill is a senior project manager for the Enchanted Hills Park project in the City of Perris. He also manages design teams on several other capital improvement projects within the City of Perris.

Public Works | Parks and Rec Director / City of Parkland, FL / 2016 - 2021

- Directed, planned, organized, implemented, and provided overall supervision of Public Works operations.
- Developed, reviewed and monitored budgets and subsequent expenditures, ensuring that citizens' inquiries were addressed in a timely manner.
- Managed capital improvement programs, represented the City at all public forums and meetings, and was responsible for all personnel decisions within Public Works.

Senior Project Manager / Calvin Giordano & Associates / 2015 - 2016

- Oversaw and managed the Public Services Division for the City of Pembroke Pines in Florida, on a contract basis.
- Served as the Incident Commander in Charge of Preparedness and recovery in times of Emergency Operations.

Assistant City Manager / City of Sunny Isles Beach, FL / 2013 - 2015

- Collaborated with the City Manager and the City commissioners in strategic planning for the City budget which included approving administrative transfers and processing amendments.
- Collaborated with the City Manager in carrying out intergovernmental relations with other agencies such as FDOT, MDC Water and Sewer, State of Florida, FEMA and others.
- Served as the City Labor Relations Officer which included responsibility for contract negotiations, grievance resolution and contract implementation.

Public Works Director / Town of Surfside, FL / 2011 - 2013

- Directed and oversaw all aspects of the Public Works Department.
- Duties included organizing, implementing, and supervising activities related to City streets, parks, water and sewer system, storm water system, solid waste, building and grounds maintenance.
- Oversaw the Capital Improvement Program and served as the Incident Commander in charge of preparedness and recovery in times of Emergency Operations.

Project Management / City of Escondido, CA / 1996 - 2006

- Responsible for the management of Capital projects, including traffic signal and street lighting maintenance, flood control maintenance and water quality.
- Oversaw the performance of complex, advanced level engineering and project management activities for a variety of transportation and / or public works projects.
- Managed consultant contracts, administered outside funding sources, provided highly responsible and complex administrative support to the director of public works and / or City engineer.



A SAFEbuilt[®] COMPANY

YEARS OF EXPERIENCE: 35+

AREAS OF EXPERTISE

- FHWA Project Management
- FEMA Emergency Management – Certified
- PMP Methodology
- Erosion and Sediment Control
- SWPPP & OSHA
- Workplace Sensitivity
- Management Academy – Trained

Stuart McKibbin, PE

PROJECT MANAGER

Stuart has 39 years of experience working for the Riverside County Flood Control and Water Conservation District. He has been part of the District's management team for the last 15 years and Chief of three of the engineering divisions. His diverse expertise includes planning, watershed protection, floodplain management and plan review.

PROFESSIONAL EXPERIENCE

Principal Civil Engineer / Interwest Consulting Group / 2019 - Present

- City of San Jacinto City Engineer—2019 to Present
- City of Canyon Lake City Engineer—2023 to Present
- City of Perris City Engineer—2019 to 2023
- March Joint Powers Authority City Engineer—2019 to 2023

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Chief of Planning Division / 2017-2018

- Responsible for managing and organizing the work of up to 25 engineering professionals and six engineering consulting firms, which entailed technical engineering knowledge within the field of hydrology and hydraulics, as well as the usual management skills of prioritizing, delegating to supervisors, and setting goals.
- Read, interpreted and applied the District Act, Clean Water Act, Rules and Regulations for the Administration of Area Drainage Plans, Flood Insurance Regulations, Subdivision Map Act and various County Ordinances.
- Developed unique interpretations or creative alternatives to achieve the goals of the various conflicting interests including developers, neighboring properties, public safety, future merchant builders and future homeowners.

Chief of Watershed Protection / 2015-2017

- Responsible for directing a comprehensive program to protect beneficial uses in lakes, rivers, and streams, and to comply with the MS4 permits for the three watersheds in Riverside County.
- Managed a staff of 18 who assisted and advised on many technical issues.
- Effectively staffed a water conservation section to develop and advance storm water recharge projects and to foster cooperation with water districts and other agencies.
- Oversaw the preparation of the Proposition 84 grant from DWR, where the District was awarded \$5 million in funding for two recharge projects that developed in partnership with local water districts.

Chief of Regulatory Division / 2010-2015

- Directed the District's compliance with federal, state and local environmental laws.
- Assisted the county in its compliance with the National Flood Insurance Program.
- Effectively managed 13 staff members.
- Worked to improve the county's Community Ratings System flood rating with FEMA which resulted in a 15% reduction in resident's flood insurance policy premiums.

Chief of Planning Division / 2003-2010

- Directed the scheduling and development of Master Drainage Plans, made key decisions regarding engineering judgment and evaluated alternatives for MDP preparation and compliance with federal, state and local environmental requirements.
- Prepared the Planning Division budget and participated in the development of construction budgets and the Capital Improvement Plan.



A SAFEbuilt[®] COMPANY

YEARS OF EXPERIENCE: 39

YEARS WITH INTERWEST: 5

EDUCATION

- BS Civil Engineering, California State University, San Diego

LICENSES / CERTIFICATIONS

- Professional Civil Engineer, CA44553

PROFESSIONAL AFFILIATIONS

- County Leadership Initiative, 2005
- Certified Floodplain Manager, 2011
- FEMA Risk MAP Operating Partners, NAFSMA Representative, 2010-2014
- Floodplain Manager Association Conference Chairman, Anaheim 2013
- Pillar, One Water, One Watershed SAWPA, 2013
- Floodplain Manager Association Board of Directors, 2014-2015

AREAS OF EXPERTISE

- Civil Engineering
- Planning
- Floodplain Management
- Watershed Protection

- Directed the plan check and development review staff and the preparation of engineering services, consulting and Joint Community Facility agreements.
- Directed the recruitment process of all engineers for the district and developed the recruiting process to obtain high quality professionals for.

Senior Engineer / 1996-2003

- Supervised Development Review staff to review drawings, plans and reports for drainage improvements and coordination with other sections of the district including right of way, project planning, administration services, and contract administration to implement the plans.
- Recommended conditions of approval for developer projects and represented the district at Planning Commission.

Junior Assistant and Associate Engineer / 1985-1996

- Performed various engineering tasks with increasing levels of independence including performing hydrologic and hydraulic calculations, preparation of design drawings and specifications, preparation of conditions of approval for new residential development, obtaining environmental permits and preparation of CEQA documents.

Marcelo Landin

SENIOR CONSTRUCTION INSPECTOR

Marcelo is an experienced construction professional with a safety-driven and organized approach. His expertise includes permitting, inspections, and OSHA compliance. Marcelo has excellent record keeping and team leadership abilities with superb attention to detail.

PROFESSIONAL EXPERIENCE

Senior Public Works Inspector | Interwest Consulting Group | 2022 - Current

Conducts inspections of sewer, water, street, storm drain, traffic signals, streetlights, bridges, concrete structures, ADA ramps and concrete flatwork for both developer and public works capital improvement projects for multiple municipalities.

PROJECT EXPERIENCE

- City of Perris
 - Civic Center Parking Lot Circulation Project – \$5M
 - Skill Center Trade Building Project – \$8M
 - Placentia Avenue Widening Project - \$5M
- City of San Jacinto
 - Salle Park Improvement Project – \$500K
 - Mountain Avenue Pavement Rehabilitation Project - \$2.5M

Field Superintendent | Hillcrest Contracting – Corona, CA | 2005 to 2022

Supervised and managed a team of construction foreman and laborers to deliver projects. Initiated on-site safety program and properly trained all team members to decrease injuries. Communicated daily with vendors to keep the project fully operational and on schedule. Processed change orders and facilitated any forced work documentation in a timely manner.

PROJECT EXPERIENCE

- City of Temecula—Butterfield Stage Road Phase 1 & 2 - \$20M
- City of Moreno Valley
 - Mason Avenue Widening Project - \$8M
 - Perris Blvd Widening Project - \$8M

Construction Foreman | Hillcrest Contracting – Corona, CA | 1995 to 2005

Collaborated with management and fellow supervisors to organize operations and achieve demanding schedule targets. Asserted control over material usage and contractor man-hours to keep projects in line with budgetary restrictions. Communicated changes in project schedules on a biweekly basis and updated monthly progress schedules through Microsoft Project and disseminated to the entire construction team.



A SAFEbuilt[®] COMPANY

YEARS OF EXPERIENCE: 27

TRAINING

- OSHA Safety
- SWPPP
- Federal & State Funded Reporting

Douglas Sallee

SENIOR CONSTRUCTION INSPECTOR

Douglas is a construction inspector who has coordinated with third party contractors, soils technicians, geotechnical engineers, civil engineers, and city inspectors for current and upcoming work to be performed. He has coordinated with city crews for power turn off, signal pole replacements/removals, traffic signal loops, etc.

PROFESSIONAL EXPERIENCE

Construction Inspector II / City of Riverside/ 2023 - Present

- Creates and maintains inspection logs and daily reports for all types of construction projects including private, public, and capital improvement projects.
- Reviews and processes change orders after discussion with the contractor and principle engineer.

Construction Inspector II / City of San Marcos / 2022 - 2023

- Maintained project files throughout construction projects by use of daily reports, field files, and inputting in shared folder.
- Reviewed submissions, RFIs, change orders, as-built drawings / changes, correspondence with contractor as well as with engineers, etc.
- Performed employee interviews, obtaining photographs of before, during, and after project is complete.

Senior Construction Inspector / City of Chula Vista / 2017 - 2022

- Performed BMP inspections on all projects for compliance with general construction permit and SWPPP.
- Inspected traffic control set ups to ensure contractor is set up per plan and coordinated with the public to ensure both the contractor and the public are safe.

Senior Soils Inspector / Geocon Inc. / 1999 - 2017

- Sampled and tested different classifications of soils, clay, silty sand, etc.
- Worked with contractors on all types of backfill and street work, including placement of recycled class 2 base, recycled base, cement treated base, crushed aggregate base, asphalt, aram, grinding headers, types of concrete needed per item, sidewalk, cross gutters, driveways, pedestrian ramps.

Senior Soils Inspector / Geotechnics / 1994 - 1999

- Inspected mass grading projects, including placement of oversized rock (rock fills), buttresses, slope stability, placement of subdrain pipe and fabric (burrito wrap), and connections per geotechnical engineer, ensuring the contractor is only working the specified acreage per SWPPP and city guidelines. Responsible for dust control, silt fence (BMPs), and safety for the public and contractors.
- Inspected desilting basins, sediment basins, construction of inlets, and clean outs from steel to concrete placement.

PROJECT EXPERIENCE

Capital Improvement Project, Mount Rubidoux, CA

- Inspector for Mount Rubidoux trail rehab, cm2, cm3, overlay, slurry seal, crack fill, slope repairs, and rock cutting.

Capital Improvement Project, Riverside, CA

- Inspector for pedestrian ramp, sidewalk, curb and gutter, and street repairs at four different wards in the city.

Capital Improvement Project, San Marcos, CA

- Park project to build and construct a road, drainage, and soccer field.



A SAFEbuilt[®] COMPANY

YEARS OF EXPERIENCE: 29

EDUCATION:

- AA General Education, Southwestern Junior College

Capital Improvement Projects, Chula Vista, CA

- Inspected several hybrid crossings, modifications to city streets, sidewalk, pedestrian ramps, curb and gutter, signal poles, traffic loops, overlays, slurry seal access roads, and building of parkways.

Village 3 and Village 8, Chula Vista, CA

- Otay Ranch Village 3 and Village 8 are the biggest villages in the City. Inspected connections from existing lighting, sewer, and storm drain systems to new development, for several private developers within the villages with right of way work. Inspections also included grading, sewer, storm drain, roads, base placement, asphalt placement and procedures, concrete placement for sewer manhole bases, inlets, clean outs, pedestrian ramps, sidewalk, driveways, and cross gutters, all to be within tolerance of ADA guidelines. Inspected SWPPP and general construction inspections for all jobs.

Concurrent with the Village inspections, Douglas supervised many utility permits around the City and was responsible for three inspectors under his supervision for the entire west side of the 805 in Chula Vista. As a supervisor, Douglas helped with questions and decision making with many jobs and the inspectors under him.

Alison Luedtke, CESSWI, QSP

CONSTRUCTION INSPECTOR

Alison has 20 years of municipal construction inspection experience. She has her SWPPP Practitioner certification as well as her Certified Erosion Sediment and Stormwater Inspector certification, further making her an experienced and knowledgeable public works inspector.

PROFESSIONAL EXPERIENCE

Construction Inspector / Interwest Consulting Group / 2023 - Present

Construction Inspector II / City of Carlsbad, CA / 2015-2023

Alison created and maintained inspection logs and daily reports for many types of construction projects including both private development and capital improvement projects. She reviewed, negotiated, and processed change orders, and tracked time and materials for T&M work. She prepared and issued the statement of weekly number of working days log and measured quantities and prepared progress payments. Alison maintained project files throughout construction projects including submissions, RFIs, change orders, as-built changes, correspondence, certified payroll, site photographs, and more. She processed record drawings at the completion of all projects and coordinated with third-party monitoring and special inspection services for capital improvement projects.

Field Engineering Inspector II / City of Escondido, CA / 2004 - 2015

Alison coordinated with various City departments including streets, water, collections, parks, and electrical services for various construction activities.

She reviewed project plans and specifications for various types of construction projects including both private development and capital improvement projects. She conducted site inspections for surface improvements, water lines, sewer lines, storm drain systems, dry utility conduits, street lighting and traffic signals, and various other public improvements to ensure they were in compliance with the project plans, specifications, and agency standards. She performed BMP inspections for all projects for compliance with NPDES General Construction Permit and agency Storm Water Programs. She inspected the traffic control set-up for conformance with the approved plans and made necessary adjustments to maintain public safety.

PROJECT EXPERIENCE

- Daly Ranch Road Rehab - Grind and mill in place 1 mile of existing road, compact to 95% for subgrade and overlay.
- Grape Street Improvements - Abandoned existing water services and run new 1-inch copper services to all residences. Installed RCP retaining walls. Install new curb, gutter and sidewalk. Constructed new section of roadway with 4-inches AC on 6-inches of class II base.
- Romeria Drainage Improvements - Removed existing deteriorated drainage channel and construct new 10-foot wide channel with splash wall and access road.
- Hoover/Highland CMP Replacement Project - Removed existing deteriorated corrugated metal pipe and install new RCP with associated inlets and clean outs.
- Beech Reverse Angle Parking – Installed type 2 slurry on Carlsbad Blvd. and stripe Beech with reverse angle parking stalls along with associated signage.
- CMP Replacement Project Carlsbad Blvd north of Island Way - Removed existing CMP pipe and replace it with new RCP with associated inlets and cleanouts. CIPP line existing section of CMP on Carlsbad Blvd.
- Simsbury Court Sewer Extension Project - Installed 700 feet of new 10-inch diameter C-900 sewer main, eight new sewer manholes, and abandon Simsbury Lift Station.



A SAFEbuilt[®] COMPANY

YEARS OF EXPERIENCE: 20

EDUCATION

- BS, Business Administration, Alliant International University, CA
- AA Integrated Studies, San Diego Mesa College, CA

LICENSES/CERTIFICATIONS

- QSP
- CESSWI
- NASSCO ITCP

Remi Nuñez

CONSTRUCTION INSPECTOR

Remi has over 35 years of experience in the public works industry and over 14 years providing electrical inspection. He is experienced at providing inspection services on fiber-optic installation of high-density polyethylene (HDPE) conduit and fiber optic cables, pavement rehabilitation which includes cold-in-place recycling of asphalt concrete on major projects, sidewalks, concrete structures, driveways, water main and service installations and much more.

PROFESSIONAL EXPERIENCE

Construction Manager / Interwest Consulting Group / 2023 – Present

Performs daily field inspections of residential, commercial, and public facility construction projects. Interacts with the public and explains technical information to both technically and non-technically trained individuals. Reviews residential and commercial plans and engineering calculations for building components to ensure compliance with applicable codes.

TRANSPORTATION PROJECT EXPERIENCE

Construction Inspector / Pavement Rehabilitation Project (\$1.5 Million) / City of Fontana / 2022

Inspected pavement rehabilitation projects consisting of pavement grinding, asphalt concrete overlay with placement of conventional and ARHM AC materials; adjustment of utilities consisting of manholes and water valves; pavement marking installations; detector loop replacement; and traffic control.

Construction Inspector / Caltrans District 8 (08A3068) / San Bernardino & Riverside Counties (\$23 Million) / 2020

Provided construction inspection for the SR-10 roadway improvements project between Redlands and Yucaipa. His work included fiber optic installation and nighttime freeway closures.

Construction Inspector / Hot Spot Intersection Improvements Rosemead Blvd. (\$1.4 Million) / City of Pico Rivera / 2019

Provided daily inspection of the contractor's work checking for compliance. He maintained a set of redlined plans for as-built corrections and prepared punch lists for final acceptance of the work.

WATER / WASTEWATER PROJECT EXPERIENCE

Construction Inspector / Moulton Niguel Water District, Forbes Road Phase II (\$98,200) / City of Laguna Niguel / 2018

Provided as-needed staff augmentation and construction inspection services in support of the District's electrical work, startup and commissioning, linings and coatings, structural work, welding, and other general overflow inspections.

Construction Inspector / EVMWD, Regional Agricultural Pipeline Conversion (\$160,000) / City of Lake Elsinore 2018 – 2019

Provided daily inspection of the contractor's work checking for compliance. All work was documented through daily inspection reports and photo documentation.

Construction Inspector / Golden State Water Company, Barstow / Simi Valley / 2015

Provided inspection for water line replacement, installation of fire hydrants, water valves, water services, and water appurtenances, trench backfill and compaction, water disinfection, trench reconstruction in various locations.



A SAFEbuilt[®] COMPANY

YEARS OF EXPERIENCE: 35+

EDUCATION

- AS, Public Works, Citrus College

LICENSES/CERTIFICATIONS

- National Association of Sewer Service Companies Inspector Certificate

Gonzalo Murillo Jr.

CONSTRUCTION INSPECTOR

Gonzalo has an extensive background in the construction industry. He brings over 20 years of hands-on, diverse knowledge and is experienced with both small and large public works projects such as housing developments, concrete flatwork, traffic control, stormwater, street work/repair, parks, and lighting. Gonzalo has a strong work ethic, is detailed oriented, possesses natural leadership skills, and enjoys both project teamwork and working independently. He maintains a productive environment by providing thorough inspections, maintains excellent communication, and delivers a high level of customer service in a professional manner.

PROJECT EXPERIENCE

Archibald/Limonite Road, Eastvale, CA

Public Works Inspector | An industrial site project which included rough and precise grading for building pads, the installation of on-site sewer and water lines with pressure testing both storm drain installation and off site connections and inspecting the storm drain mainline structure connection with manholes. The project also included street improvements that consisted of full replacement of street sections, sidewalk installations and the installment of traffic signal lights.

Hamner/Swan Lake, Eastvale, CA

Public Works Inspector | Part of a CIP street widening project, this project included traffic control for full lane closures and detours, removal and replacement of curb and gutter, placement of full street sections (including excavating for sub grade and inspecting for compaction), placement of rock base material sections and asphalt paving, installation of traffic signal lights, and coordination for electrical power and signal light technicians to activate signal lights and street improvements with sidewalks and ADA ramps installed.

Sumner/65th Street, Eastvale, CA

Public Works Inspector | Part of a CIP traffic signal light and ADA ramp project, this project included directional boring and installment of electrical conduit and equipment, inspection of signal light pole foundations and placement of signal poles, removal and replacement of city sidewalk and ADA ramps, and scheduling for electrical power and signal light technician for activation of traffic signal lights.

Citywide Encroachment Permits / Fiber Optic Installation, Eastvale, CA

Public Works Inspector | This project required multiple permits for directional boring and installation of electrical conduit and fiber optic placement, traffic control, restoration of sidewalks, parkways and asphalt base paving with grind and asphalt overlay.

Hellman Avenue and Schleisman Rd, Chino, CA

Public Works Inspector | This development project consists of 354 new single family homes on the southeast corner of Schleisman Road & Hellman Avenue. Upon completion, Interwest inspectors inspected approximately 3.15 miles of new residential roadway pavement (19 new streets), 6.3 miles of sidewalk, curb and gutter, 0.85 mile of arterial roadway pavement, 0.85 mile of sidewalk, curb and gutter on the major roadway and all traffic control devices.

Archibald Ave and Schleisman Rd, Eastvale, CA

Public Works Inspector | This development project consists of 173 new single family homes. The project includes approximately 1.3 miles of new residential roadway pavement—8 new streets, 2.6 miles of sidewalk, curb and gutter, 1.5 miles of arterial roadway pavement, 1 mile of sidewalk, curb and gutter on the arterial roadway and all traffic control devices associated with the improvements.



A SAFEbuilt[®] COMPANY

YEARS OF EXPERIENCE: 20+

YEARS W/ INTERWEST: 12

TRAINING

- SWPPP Training
- BMP Training

Limonite Ave and Bellegrave Ave, Eastvale, CA

Public Works Inspector | This development project has 204 new single family homes. Upon completion, Interwest inspectors inspected approximately 1.5 miles of new residential roadway pavement (16 new streets), 3 miles of sidewalk, curb and gutter, 0.16 mile of major roadway pavement, 0.16 mile of sidewalk, curb and gutter on the major roadway and all traffic control devices.

River Road West and Archibald Ave, Eastvale, CA

Public Works Inspector | This repair project was part of a development project with 290 homes. Repairs were needed due to pavement failure at several locations caused by sewer line failure. River Road was excavated in the failure section and re-compacted to avoid future settlement of the roadway. Interwest provided inspections and oversight of the trench excavation and all traffic control associated with the work.

PROFESSIONAL HISTORY

Public Works Inspector / Interwest Consulting Group / 2012 - Present

Gonzalo performs construction observation services to several southern California clients.

Public Works Inspector / City of Chino, CA / 2007 - 2008

Provided public works inspection for various projects throughout the city. Supervised pipeline installations and performed pipeline testing.

Public Works Inspector / Consulting Firm / 2005 - 2007

Provided inspection on various client projects which included the inspection of curb and gutter, wheelchair ramps, city sidewalks, catch basins, traffic control, and road/lane closures. Supervised street improvements, base grading, and pavement finishing.

Labor Foreman / AW Davies / 1988 - 2005

Supervised the installation of various water pipelines, sewer, and storm drains. Finish Grader on a variety of projects. Machine operator of backhoe excavators and loaders

Chuck Peebles

CONSTRUCTION INSPECTOR

Chuck has decades of experience inspecting street improvements, waterline and meter installation, sewer installation, storm drain construction, traffic signal installation, traffic control devices and plans, irrigation lines, asphalt, and flat work.

PROFESSIONAL EXPERIENCE

Public Works Inspector / Interwest Consulting Group and Tri Lake Engineering / 2004 – Present

Inspects public works construction to assure compliance with project specifications and plans, city standards, federal, and state labor and safety regulations.

Building Inspector / City of San Jacinto / 1998 – 2003

Responsible for inspecting new development for compliance with Uniform Building Code.

Public Works Inspector / City of Corona / 1992 - 1997

Inspected public works construction to assure compliance with project specifications and plans, city standards, federal, and state labor and safety regulations.

SELECT PROJECT EXPERIENCE

City of San Jacinto - Soboba Casino Fuel Station - 2021 -2023

- Chuck was lead inspector for all on-site and off-site civil improvements

City of San Jacinto - The Cove Master Development – Tracts 30033, 30034, 30035, 30036, 30084 - 2018 to present

- Chuck was lead inspector for all on-site and off-site civil public improvements. Project tasks included streets, storm drain, trails, and a 7-acre park.

City of San Jacinto - Soboba Casino – 2016-2018

- Chuck was lead inspector for all on-site and off-site civil public improvements. Tasks included streets, traffic signals, sewer and water facilities, and an on-site parking lot.



A SAFEbuilt[®] COMPANY

YEARS OF EXPERIENCE: 32

Response Template



Section 4 | Required Response Template

Attachment A: Required Response Template

Interwest Consulting Group, Inc.

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

A. Your company's full legal name, address, phone, fax, email, website.

Interwest Consulting Group, Inc.
1500 S. Haven Ave., Suite 220
Ontario, CA 91761
Phone: 909. 295.3142
www.interwestgrp.com

B. Prior company names (if any) and years in business; mergers, buyouts, etc.

In April of 2018, Interwest acquired Tri Lake Consultants, a municipal engineering firm, and in May of 2019 acquired CPSI Real Estate Services. In January of 2020 Interwest was acquired by SAFEbuilt Inc. and in that transaction became the Managing Partner for EsGil, Kutzmann and Associates and BroadSpec, all of which are providers of Building Department Services.

C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).

Interwest Consulting Group, Inc. is a Colorado Corporation legally operating as a foreign entity in the state of California.

D. Names and titles of the principal owner(s).

N/A - Corporation

E. Person(s) authorized to make commitments for your company.

Paul Meschino, President of Interwest Consulting Group, Inc.

F. Company history, experience, years in business for current company name.

Interwest has extensive experience and a proven track record of successfully providing on-call consultant services to public agencies. Interwest has been in business since 2002 and was founded by individuals with a passion for serving municipalities. Our more than 400 employees span a multitude of disciplines, roles, and job placements to municipalities within planning, public works, and building safety departments throughout California.

G. Annual company revenues for the last three fiscal years

Interwest is backed by private equity—The Riverside Company—out of Cleveland, Ohio, giving us a robust annual budget. Each year, RSM US LLP auditors provide an objective independent examination of our financials, increasing the value and credibility of our financial statements. Because we are privately held, the specifics of our annual financial statements and quarterly reports are both confidential and a trade secret. For that reason, we have not included audited financial statements, tax returns, quarterly reports, auditor's notes, balance sheet, and/or statement of income/loss. We welcome, however, an in-person or virtual conference with our Chief Financial Officer and/or Vice President of Finance to discuss the financial strength of the company. During the meeting,

we are happy to share three years of audited financials, including the auditor’s letter of opinion, auditor’s notes, balance sheet, statement of income/loss, as well as our most recent Quarterly Financial Report.

H. Tax ID number.

73-1630909

I. The complete scope of services offered by your company.

Interwest currently serves over 330 cities, counties, and state agencies across California and delivers the following services:

- Planning & Urban Design
- Municipal Engineering
- Landscape Architecture Design Review
- Traffic Engineering
- Building Department Services
- Construction Management & Inspection

Our staff has held senior and executive management positions within numerous California cities and public agencies, including the titles of City Engineer, Public Works Director, Construction Manager, Building Official, City Planner, and other management personnel. This depth of experience brings a high level of knowledge and sensitivity towards community and special interest group issues.

J. The number of clients (including governmental) served in past and present.

Interwest has been serving California governmental clients for the past 22 years. We customize our services to the needs of our agency partners. Our role has ranged from providing as-needed services, augmenting existing staff positions, to providing the entire Public Works Department personnel for municipalities. We have performed one-time projects for some clients and have long-lasting relationships with many others that go back to our beginnings. We currently serve over 330 cities, counties, and state agencies across California.

K. Special qualifications, training, credentials, recognition, or awards.

All staff proposed meet or exceed the qualifications listed. Interwest’s management philosophy is to retain senior level employees who have numerous years of experience in their chosen fields.

L. Contracts terminated for cause, pending litigation or legal issues.

None

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

A. Names and titles of key management personnel.

Stuart McKibbin, PE, Project Manager

Marcelo Landin, Senior Inspector

Douglas Sallee, Senior Inspector

Inspectors:

Alison Luedtke, CESSWI, QSP
 Remi Nuñez
 Gonzalo Murillo, Jr.
 Chuck Peebles
 Alex Landin

B. Team to be assigned for these services.

Same as above

C. Qualifications of specific individuals who will work on the project.

All team members exceed the qualifications listed; biographies have been included.

D. Amount of time and involvement of key personnel who will be involved in respective portions of the project

STAFF AVAILABILITY

NAME	ROLE	CURRENT WORK %	% AVAILABILITY
Stuart McKibbin, PE	Project Manager	75%	25%
Alison Luedtke, CESSWI, QSP	Construction Inspector	60%	40%
Remi Nuñez	Construction Inspector	60%	40%
Gonzalo Murillo, Jr.	Construction Inspector	60%	40%
Chuck Peebles	Construction Inspector	60%	40%
Marcelo Landin	Construction Inspector	60%	40%
Alex Landin	Construction Inspector	60%	40%
Douglas Sallee	Construction Inspector	60%	40%

E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.

Resumes can be found in the previous section as directed by the RFP.

F. Current number of employees: full-time and part-time employees.

Interwest currently employs 448 staff members.

G. Annual turnover rate of staff.

28%

H. Names of any subcontractor's you propose to use for our contract. Provide only names here; fill in the details on City-provided Subcontractors List.

Interwest is able to provide all services described in the Scope of Work in-house and will not require subcontractor support for this project.

I. Facilities that would be utilized to perform the required work.

Interwest Consulting Group, Inc., 1500 S. Haven Ave., Suite 220, Ontario, CA 91761

J. Equipment that would be utilized to perform the required work.

Interwest provides our employees with the materials, tools, and equipment necessary to perform all work required by the City. We provide our Inspectors with late model vehicles with removable signage, and field-related equipment necessary to perform their duties. We supply our team with safety devices and clothing required to meet OSHA requirements. We provide our staff with:

- Vehicles (including maintenance and fuel) we maintain a fleet of over 150 late-model vehicles.
- Magnetic vehicle signage-customizable per client specifications. Laptops with mobile hot spots.
- Standard business software and specialized software.
- Personal protective equipment and sanitizing products. Tablets and mobile phones (loaded with electronic versions of essential codebooks).
- Interwest-branded professional clothing and lanyards with clear, plastic pouch for carrying the City-issued ID. Insurance: Liability, Workers Compensation and Health, Dental, Vision, and Life.

III. Required Services: Meeting or Bettering these Requirements

A. Ability to perform specific tasks as outlined in the RFP.

Interwest has been passionately serving California governmental agencies for 22 years. The proposed project team currently performs the requested tasks for the City of Moreno Valley has outlined in its RFP. Additionally, we have provided similar services to clients across the state and have a staff of over 400 employees spanning a multitude of disciplines, roles, and job placements to municipalities throughout California.

B. Reasonableness of your fee to do the work.

Our fees are competitive and the quality and training of our staff and commitment to our clients ensure that our clients receive efficient, high levels of service and responsiveness.

C. Current resources to meet or better all task and timeline requirements herein

The proposed team currently provides the requested RFP services to the City of Moreno Valley. All timeline requirements have always been met. Our assigned staff uses the City's ACCela program to review. The proposed staff has proven to be skilled at assessing time commitments, developing an accurate work plan and applying dedicated, professional personnel. Interwest has the experience, certifications, resources and flexibility to be a valuable partner.

D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.

Interwest has the resources and ability to flex with the demands of the City of Moreno Valley to fulfill this assignment; however, if additional resources are required, Interwest can rely on it's presence throughout the State of California and deep bench to assist.

E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?

Interwest is able to provide on-demand services within 72 hours.

F. How quickly can you begin providing services if awarded the contract?

Interwest’s Project Manager for this engagement is Stuart McKibbin, PE. Stuart is currently providing engineering consulting services to the City of Moreno Valley. We are prepared to have additional staff available to work with the City of Moreno Valley two weeks from execution of the contract for the requested services.

G. Details of any improvement or upgrades your firm has designed or implemented.

Maintaining frequent and consistent check-ins between Interwest’s account management and operations teams and our clients is key to the early identification of performance risks and contributes significantly to contract success. Your account management team will reach out to the City to discuss the best method and frequency for check-in meetings. These meetings will provide both parties the opportunity to manage resources tactfully and develop the best Contractor-Client relationship. Further, we can also estimate and evaluate possible outcomes during this process and make the necessary changes. Shelby Sieracki will continue to act as the Account Manager for the City of Moreno Valley. Shelby has been with Interwest for three years. Shelby has served in client relations for more than five years and knows what it takes to provide an in-tune and in-touch approach with clients. Shelby will be responsible for ensuring increasing levels of client and employee satisfaction while improving the workforce’s efficiency, service, and technology throughout the life of the contract.

IV. Demonstrated and Technical Experience

A. Demonstrated record of success on work previously performed.

For over 22 years, Interwest has provided public works, project management, landscape architecture, and traffic engineering services to municipalities throughout California. In doing so, we have cultivated a reputation for expedient and cost-effective services provided by qualified and customer-focused professional consultants. We have available resources, the capacity and capability to undertake these services, and have proposed a comprehensive team of public works specialists to work with City staff to successfully achieve the City’s vision and ensure compliance with state and federal regulations and funding source requirements.

The following is a snapshot of our clients for whom we currently provide both construction management and engineering services. Project references and client information may be found in **Attachment C: Client References List**.

CLIENT AGENCY	ENGINEERING SERVICES PROVIDED
City of American Canyon	Construction Management; Engineering Services; Traffic Engineering
City of Brea	Building Inspection Services; Construction Management; Public Works
City of Canyon Lake	Construction Management; Engineering Services; Public Works
City of Cathedral City	Construction Management; Engineering Services; Public Works; Real Estate
City of Corona	Construction Management; Engineering Services; Public Works
City of Grand Terrace	Construction Management; Engineering Services
City of Hanford	Construction Management; Engineering Services; Landscape Architecture
City of Lake Forest	Construction Engineering Inspections; Construction Management; Engineering Services

City of Merced	Building Inspection Services; Construction Management; Engineering Services; Grant Writing & Administration; Landscape Architecture; Planning & Zoning; Plan Review; Real Estate
County of Orange	Building Inspection Services; Construction Engineering Inspections; Construction Management; Engineering Services; Landscape Architecture; Plan Review; Traffic Engineering
City of Palm Desert	Construction Management; Engineering Services; Landscape Architecture; Planning & Zoning
City of Pico Rivera	Construction Management; Engineering Services
City of San Jacinto	Building Inspection Services; Engineering Services; Plan Review
City of Vacaville	Building Inspection Services; Construction Management; Engineering Services; Grant Writing & Administration; Landscape Architecture; Planning & Zoning
City of Vallejo	Construction Management; Engineering Services
City of Wildomar	Construction Management; Engineering Services; Planning & Zoning; Plan Review; Water Policy & Planning

B. Specific method and techniques to be employed on the project or problem.

Our inspectors will ensure that all work conforms to the project construction documents, City Codes and Ordinances, including the City Grading Code and Manual, APWA “Greenbook” Standard Specifications for Public Works Construction, County Public Works Standards, and all applicable prevailing wage laws including the Davis-Bacon and Related Acts.

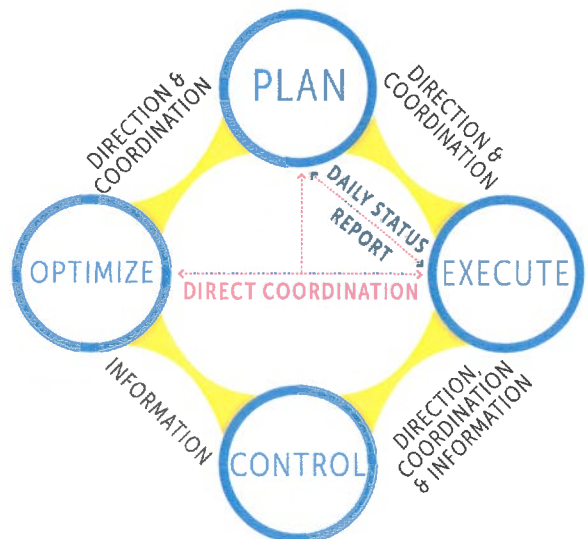
All inspections will be conducted using City established policies and procedures with the highest quality staff in a timely and professional manner. We will always act as an advisor and advocate for the City providing services with the City’s best interest in mind.

General Project Management Approach

Our project management approach begins with applying our Plan, Execute, Control, Optimize (PECO) philosophy. The PECO framework, illustrated to the right, is based on our team’s experience and industry best practices endorsed by the Project Management Institute. We identify, prioritize, allocate, manage, and control the work requirements through this singular, integrated method.

Using the PECO framework, the Interwest team delivers a project management approach that combines the right people, processes, and tools to perform the Scope of Services requirements. The Interwest team’s process is structured to streamline our resources and provide responsive services. Successful execution of public works services starts with a responsive team structure that can anticipate and address resource needs.

Our team works on multiple tasks simultaneously and our organizational structure supports the staff in overseeing this process effectively. **Project Manager Stuart McKibbin, PE**, will ensure overall project performance and completion.



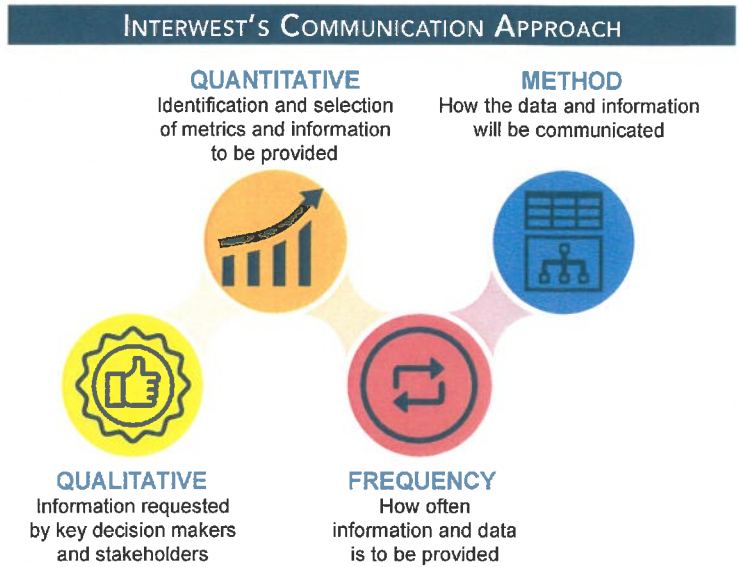
The PECO framework delivers a contract management approach that combines the right people, processes, and tools to perform contract work.

Approach to Communication & Coordination

One of the keys to the efficient and successful flow of information is clear, effective communication. Everyone involved with a contract of this size and scope must be aware of changes, progress, and challenges. We commit to working with you to determine the best ways to communicate the right information to the right people at the right time. Our priority is to ensure the best possible experience working with our team—with minimum impact on the City and its citizens.

Meetings are an integral part of the plan, especially at contract start-up. Everyone involved must be aware of progress and changes to expect going forward. We will prepare communications that can be shared with all City staff, detailing what to expect during contract transition and moving forward.

We work with you to develop a schedule and format to meet your needs for aggregate reporting. Report formats may include monthly, quarterly, and annual reports summarizing activity levels, adherence to performance metrics, and other items of special interest to the City. We ensure our work effort is clearly communicated to the City throughout the contract's life, adjusting as necessary.



Quality Assurance / Quality Control

Interwest uses sophisticated project management tools to maintain up-to-date schedules, coordinate staff time, and track the project budget. We hold weekly internal planning staff meetings to determine project priorities, deliverables, and staffing needs to ensure that projects are completed on time and on budget. Interwest performs internal reviews of all work products before submitting to the City to ensure high quality. Our iterative process and coordination ensures that product deliverables exceed expectations. To achieve these goals, we employ the following practices:



V. Work Plan:

A. How will you schedule professional and staff to ensure milestones and deadlines are met?

Interwest's proposed key personnel understand the importance of keeping a developer project on schedule. Issues may arise that will delay or require the need to accelerate a developer project schedule. Our team will continue to monitor milestone progress and work with the developer's contractor's superintendent and make recommendations as necessary with the ultimate goal of helping finish the project as soon as possible

Interwest understands the Consultant and the City must coordinate their resources for reviewing submissions and for reporting to other City staff and departments.

Interwest has considerable bench strength in times of high demand. Our staff is large enough to access additional personnel if there is ever a need to bring a project back on schedule due to an on-call consultant-caused delay at no extra cost to the City. Our mission is to deliver timely services by staying apprised of things in advanced—a "no surprises" approach that keeps our team on task to meet and exceed the City's expectations.

B. Provide required response time to the urgent service requests.

We stand ready to accept any work you request, and we are fully capable of performing urgent assignments within 24 hours.

C. How you will make up for workhours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.

We can expedite the next cycle for inspections to make up for lost workhours. We can also provide quick staff replacements in the event of an emergency.

D. Provide any other relevant information that you believe would benefit City for the requested services.

Interwest is familiar with the City's standards and guidelines; however, a complete submission package from the applicants would be beneficial to streamlining our process.

Submitted by:

Company Name: Interwest Consulting Group, Inc.

Contact Name: Paul Meschino

Title: President

Signature:



Email: bids@interwestgrp.com

Phone: 619.372.9962

Date: 7/18/2024

Required Forms



Attachment B: Special Provisions

All items below apply to this bid proposal:

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

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

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

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

Certified to above - FIRM: Interwest Consulting Group, Inc.

SIGNATURE:



PRINT NAME:

Paul Meschino

TITLE:

President

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

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

Please explain any of the checked items:

Requested contract modifications have been listed in Appendix A.

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

PROPOSING FIRM: Interwest Consulting Group, Inc. DATE: July 18, 2024

BUSINESS ADDRESS: 1500 S. Haven Avenue, Suite 220, Ontario, CA 91761

SIGNATURE OF REPRESENTATIVE: 

BY: Paul Meschino TITLE: President

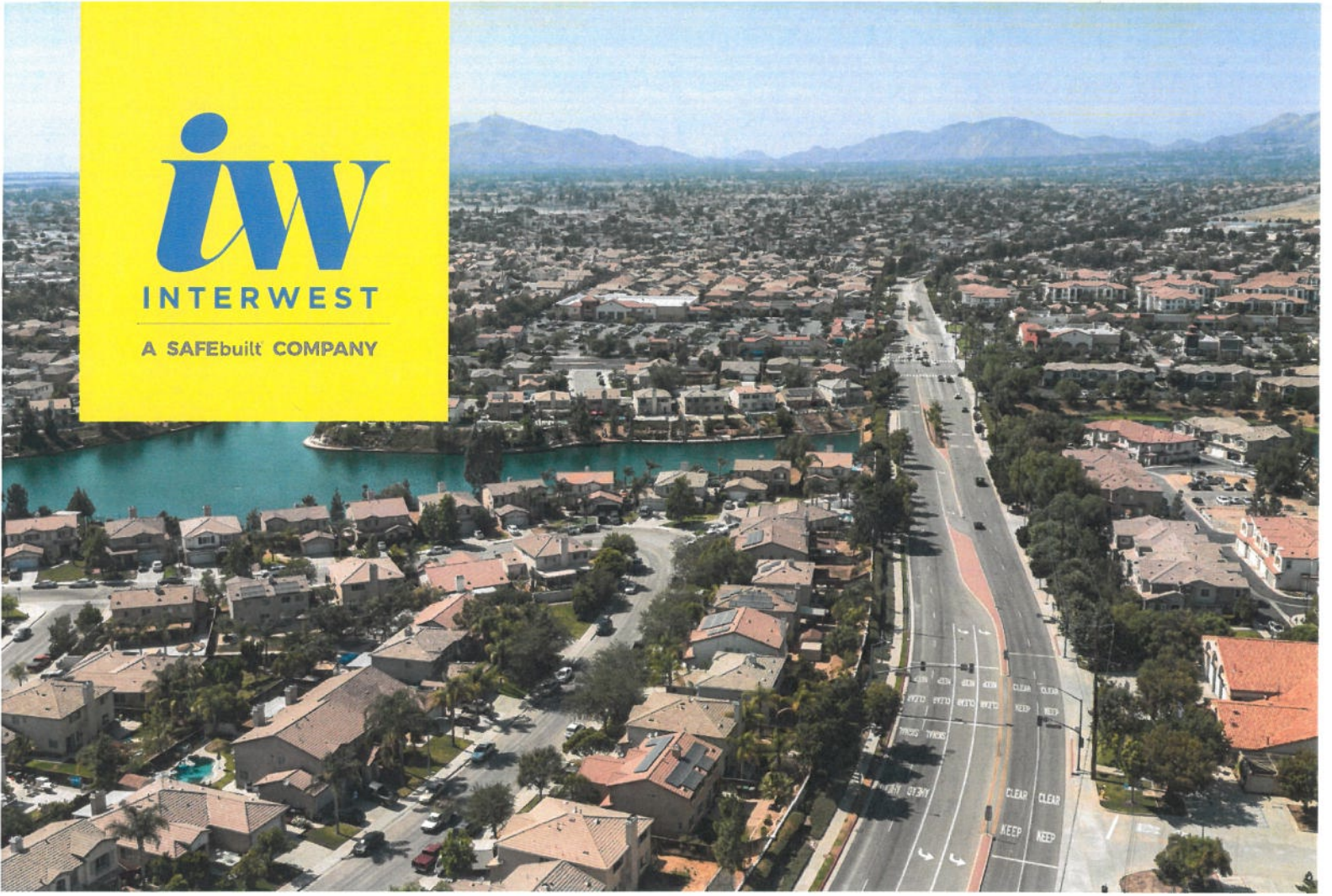
INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature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

<u>Paul Meschino</u>	<u>President (Authorized Signer)</u>
<u>Chris Giordano</u>	<u>Chief Executive Officer</u>
<u>David Bao</u>	<u>Vice President and Secretary</u>
<u> </u>	<u> </u>



INTERWEST

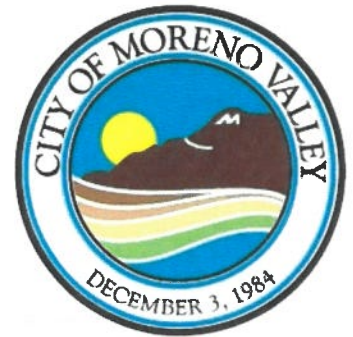
A SAFEbuilt COMPANY



CITY OF MORENO VALLEY

Professional Consultant Services for
Construction Inspection Services

July 18, 2024, 2:00 PM | ELECTRONIC



RFP #2024-032

PRICING PROPOSAL

MAIN PROPOSAL CONTACT:

SHELBY SIERACKI
Director of Sales, West Region
626.224.2055
ssieracki@interwestgrp.com

www.interwestgrp.com

Attachment F: Pricing Proposal (Will not be viewed until after consultant ranking is made and top-ranked consultant is identified.)

I. Hourly Rates***

A. Include titles and rates for all staff that could provide services under the contract.

LN	Title of Person Performing Service	Hourly Rate
1	Construction Inspector	\$ 140
2		\$
3		\$
4		\$
5		\$
6		

*** Attach additional sheets as necessary.

II. Pricing Terms and Conditions

- A. **Invoice:** See Attachment H for the Sample Invoice. Invoice format must first be approved by City prior to the first invoice submittal. Invoices must be submitted on a monthly basis if services were performed during that period.
- B. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- C. **Additional Charges:** None; do not charge any fees or charges not listed in Attachment F: Pricing Proposal.
- D. **Proposal Pricing:** The awarded Provider's Pricing Proposal, as accepted by City, will be incorporated into the resultant Agreement.



Hourly Rate Schedule

Effective July 1, 2024

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"). Such increase shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Classification	Hourly Billing Rate
Engineering	
Principal in Charge	\$255
Principal Engineer	230
City Surveyor	220
City Engineer	225
Project Manager	210
Senior Traffic Engineer	200
Traffic Engineer III	190
Traffic Engineer II	180
Traffic Engineer I	170
Traffic Engineering Associate II	160
Traffic Engineering Associate I	150
Transportation Engineer	210
Supervising Engineer	205
Senior Engineer	200
Licensed Land Surveyor	190
Engineering Associate III	160
Engineering Associate II	150
Engineering Associate I	140
Survey Technician	130
Senior Engineering Technician	130
Engineering Technician III	130
Engineering Technician II	115
Engineering Technician I	105
Student Trainee	50
Grading Plans Examiner	165
Building Safety Services	
Certified Building Official	165
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect	160
Supervising Structural Engineer	200
Senior Structural Engineer	185
Senior Plans Examiner	145
CASp	135
Inspector III	115
Inspector II	105
Inspector I	95
Permit Technician	80
Fire Protection Engineer	160

Senior Fire Plans Examiner	135
Fire Plans Examiner / Fire Inspector	125
ICC Building Plans Examiner	125
Senior Code Enforcement Officer.....	140
Code Enforcement Officer	130
Trainee	75

Construction Management

Construction Manager	180
Assistant Construction Manager	160
Supervising Public Works Observer	175
Senior Public Works Observer	170
Public Works Observer III	160
Public Works Observer II	145
Public Works Observer I	130

Real Estate

Supervising Corporate Broker	260
Senior Project Manager	200
Project Manager	180
Senior Acquisition / Relocation Agent	140
Acquisition / Relocation Agent	125
ROW Technician	115
ROW Coordinator	100
Administrative Support	80

Landscape Design Review Services

Project Manager	185
Senior Landscape Design Reviewer	165
Landscape Design Reviewer	150
Landscape Maintenance Inspector	130
Landscape Field Supervisor	130

Planning Services

Community Development Director	220
Project Manager	190
Planning Manager	200
Principal Planner	180
Senior Planner	165
Associate Planner	135
Assistant Planner.....	110
Planning Technician	90

Administrative

Grant Manager	165
Grant Writer	155
Management Analyst II	125
Management Analyst I	115
Senior Administrative	115
Administrative III	100
Administrative II	90
Administrative I	75

EXHIBIT B

CITY RESPONSIBILITIES

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, inspection-related data, and such other pertinent data which may become available to the City.
2. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

DRAFT

EXHIBIT C

TERMS OF PAYMENT

1. The Vendor's compensation is \$XXX per year.
2. The Vendor 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
3. license are located at: <https://moval.gov/departments/financial-mgmt-svcs/svc-biz-license.html>
4. The Vendor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Vendor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
 - a. Accounts Payable questions can be directed to (951) 413-3073.
 - b. Copies of invoices may be submitted to the Public Works Department/Land Development Division at dannya@moval.org or calls directed to (951) 413-3119.
5. The Vendor 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
6. The minimum information required on all invoices is:
 - a. Vendor Name, Mailing Address, and Phone Number
 - b. Invoice Date
 - c. Vendor Invoice Number
 - d. City-provided Reference Number (e.g. Project, Activity)
 - e. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing

information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

7. The City shall pay the Vendor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
8. Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.
9. Maintenance and Inspection. Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
10. Non-Performance Damages/Penalties. The Vendor have agreed to non-performance damages/penalties with respect to Vendor's failure to complete the Work within the Agreement Time intervals and/or frequencies as set forth in this agreement and/or in the Scope of Work, or as directed by the City. For each of the categories set forth hereinabove, **the penal sum of 1% of the total Agreement amount per working day will be assessed for each working day the deficiencies remain uncorrected.** If non-performance damages/penalties are to be assessed, the Vendor will be notified immediately by written email, facsimile transmission, letter, or by telephone. The Vendor will not be assessed non-performance damage/penalties for delays caused by the City or are deemed outside the Vendor's control by the City.

Vendor and City acknowledge and agree that the amount of such non-performance damages/penalties are impossible to ascertain as of the date of execution hereof and have agreed to such non-performance damages/penalties to fix the City's damages and to avoid later disputes. It is understood and agreed by Vendor that non-performance damages/penalties payable pursuant to this Agreement and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct non-performance damages/penalties against progress payments or retainage and that the City will issue a Change Order and reduce the Agreement Price accordingly. In the event the remaining unpaid Agreement Price is insufficient to cover the full amount of non-performance damages/penalties, Vendor shall pay the difference to the City.

City may at any time deduct non-performance damages/penalties as are payable hereunder from money due or to become due to Vendor, or pursue any other legal remedy to collect such non-performance damages/penalties from Vendor and/or its Insurance,

Surety, etc.. Neither the City's failure or delay in deducting non-performing damages/penalties from payments otherwise due Vendor, nor City's failure or delay in notifying Vendor of the accrual of non-performance damages/penalties, shall be deemed a waiver of City's right to non-performance damages/penalties.

City's rights under this Section shall not be interpreted as precluding or limiting:

- 1) any right or remedy of City arising from an event of Vendor default other than a failure to complete the Work within the Agreement Time; or
- 2) City's right to order an acceleration, at Vendor's expense, of performance of the Work to overcome delay, including, without limitation, a delay for which City has the right to assess and/or accrue non-performance damages/penalties.

The availability of non-performance damages/penalties shall not limit City's right to terminate the Vendor's performance and accrual and/or assessment of non-performance damages/penalties does not constitute a waiver of such rights.

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