

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR
TRANSPORTATION DEMAND MANAGEMENT PLAN
PROJECT NO. 810 0025**

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

RECITALS

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

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

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

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

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

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0025**

DESCRIPTION OF PROJECT

1. The Project is described as Transportation Demand Management Plan, Project No. 810 0025.

SCOPE OF SERVICES

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

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

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **\$119,964.00** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

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

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by this reference.

7. (a) This Agreement shall be effective from effective date and shall continue in full force and effect date through **December 31, 2025**, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0025**

(b) Non-Performance Damages/Penalties. The Consultant have agreed to non-performance damages/penalties with respect to Consultant's failure to complete the Project 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 contract/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 Consultant will be notified immediately by written email, letter, or by telephone. The Consultant will not be assessed non-performance damage/penalties for delays caused by the City or are deemed outside the Consultant's control by the City.

Consultant 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 Consultant 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, Consultant 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 Consultant, or pursue any other legal remedy

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0025**

to collect such non-performance damages/penalties from Consultant and/or its Insurance, Surety, etc. Neither the City's failure or delay in deducting non-performing damages/penalties from payments otherwise due Consultant, nor City's failure or delay in notifying Consultant 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: (i) any right or remedy of City arising from an event of Consultant default other than a failure to complete the Project within the Agreement Time; or (ii) City's right to order an acceleration, at Consultant's expense, of performance of the Project 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 Consultant's performance and accrual and/or assessment of non-performance damages/penalties does not constitute a waiver of such rights.

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

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

SPECIAL PROVISIONS

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0025**

or liability for or on behalf of the City.

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

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

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

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

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

(b) Consultant will not discriminate against any employee or applicant for

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0025**

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

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

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

14. Indemnification.

a. Design Professional Services. To the fullest extent permitted by law, including but not limited to Civil Code Section 2782.8, in performing "design professional services" as

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0025**

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

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0025**

officers, agents or employees.

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

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

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

16. CalPERS Retiree Disclosure. Consultant hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Consultant who are retirees under the California Public Employees’ Retirement System (CalPERS) whom receives

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0025**

a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by Consultant to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.

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

This section shall survive termination or expiration of this Agreement.

17. Insurance.

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

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subconsultant fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0025**

to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase “fail to maintain any required insurance” shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

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

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

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0025**

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

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0025**

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

Consultant and all subcontractors hired to perform any work under the Project shall keep accurate payroll records, including the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker, in accordance with Section 1776 of the Labor Code. Payroll

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0025**

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

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0025**

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

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

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

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0025**

through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

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

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0025**

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

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

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

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0025**

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

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

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

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0025**

or any rights/benefits hereunder.

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

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

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

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

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0025**

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

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Initials

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

31. 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 FOLLOWS

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

City of Moreno Valley

Kittelson & Associates, Inc.

BY: _____
Mike Lee, City Manager

BY: _____

Name: _____

Date

TITLE: _____
(President or Vice President)

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

<p style="text-align: center;"><u>INTERNAL USE ONLY</u></p> <p>APPROVED AS TO LEGAL FORM:</p> <p>_____ City Attorney</p> <p>_____ Date</p> <p>RECOMMENDED FOR APPROVAL:</p> <p>_____ Public Works Director/City Engineer</p> <p>_____ Date</p>

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

EXHIBIT "A"

CITY SCOPE OF SERVICES

REQUEST FOR PROPOSAL

2024-025

TRANSPORTATION DEMAND MANAGEMENT (TDM) PLAN - PROJECT NO. 810 0025

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



RELEASE DATE: July 2, 2024

DEADLINE FOR QUESTIONS: July 16, 2024

RESPONSE DEADLINE: August 13, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Moreno Valley
REQUEST FOR PROPOSAL
TRANSPORTATION DEMAND MANAGEMENT (TDM) PLAN - PROJECT NO.
810 0025

1. NOTICE TO BIDDERS.....
2. GENERAL INFORMATION
3. PROPOSAL CONTENT
4. PROSPECTIVE BIDDER QUALIFICATIONS.....
5. SUBMISSION OF PROPOSALS
6. EVALUATION AND RANKING OF PROPOSALS
7. AWARD
8. SPECIAL TERMS AND CONDITIONS.....
9. SCOPE OF SERVICES
10. LABOR LAWS.....
11. PAYMENT TO CONSULTANT.....
12. Vendor Questionnaire.....

Attachments:

A - Required Response Template

B - Special Provisions

C - Client References

D - Non-Collusion Declaration

E - Sample Consultant Agreement for Project Specific Services 801 0025

F - Sample Certificate of Insurance and Requirements

G - Project Location Map 810 0025

1. NOTICE TO BIDDERS

1.1. Summary

There is an urgent need for the City of Moreno Valley (City) to define and make aware of Transportation Demand Management (TDM) strategies and policies in order to make the following possible: to maximize traveler options, to ensure everyone has access to destinations via alternative transportation methods especially to the individuals in Disadvantaged Community Areas (DACs), to develop mitigation methods thereby reducing greenhouse gas emissions (by reducing trip generation rates and parking needs), and to increase multi-modalism in transportation plans.

The purpose of Transportation Demand Management (TDM) Plan is to manage the way people get around, reduce the number of vehicles on the road, improve the environment, and aid in municipal planning and urban design.

The City knows there is an immediate need to strategically plan and lay out the details in the Transportation Demand Management (TDM) Plan to help its community members, especially those living in Disadvantaged Community Areas (DACs), to be able to reach their destinations. The final plan deliverable will lay out the key strategies, recommendations, and policies best fit for the City of Moreno Valley to effectively maximize the efficiency of its transportation system(s).

You are hereby invited to submit a Proposal for Professional Consultant Services associated with the **Transportation Demand Management Plan**.

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

1.2. Background

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

This project is grant funded by the Caltrans Sustainable Transportation Planning Grant Program. This program's goal is to encourage local and regional planning that supports state goals, implements Regional Transportation Plan (RTP) Sustainable Communities Strategies (SCS) and to ultimately achieve the State's greenhouse gas (GHG) reduction target of 40 and 80 percent below 1990 levels by 2030 and 2050, respectively.

1.3. Timeline

Due Dates and RFP-Contract Award Schedule

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

RFP Release Date	July 2, 2024
Questions & Answer Deadline	July 16, 2024, 2:00pm
Proposal Due Date	August 13, 2024, 2:00pm

2. GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

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

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

Incorporation of RFP/Proposal: This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful proposal will become binding contractual obligations and will be incorporated by reference in any agreement between City and prospective bidder.

Authorized Signatories: Company personnel signing the cover letter of the proposal, or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.

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

3. PROPOSAL CONTENT

The Consultant's Proposal shall be no more than 10 pages, including a cover letter of up to two pages, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration.

3.1. Executive Summary

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

3.2. Technical Proposal

Technical Proposal shall include, but not be limited to, the following items:

- A. Proposer should describe in detail their approach and understanding of all necessary tasks and steps involved in the project;
- B. Include a list of deliverables;
- C. Related experience including relevant experience date, name of agency, and Reference name/contact information;
- D. A resource allocation matrix (exclude cost info); and

3.3. Proposed Staff/Team

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

3.4. Required Statements

The Consultant's Proposal shall include the following:

- A. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
- B. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
- C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

- D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (if needed) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
- F. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project design schedule are required of both the primary consultant, as well as any sub-consultant.
- G. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.
- H. A statement that the Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.
- I. A statement that all charges for Consultant (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
- J. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
- K. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. An itemized cost breakdown for the work described herein must be submitted in a separate file, entitled Cost file, as part of the Consultant's Proposal submittal. All extra work will require prior approval from the City.
- L. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- M. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
- N. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

- O. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- P. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

3.5. Required Forms

- A. Required Response Template
- B. Special Provisions
- C. Client References
- D. Non-Collusion Declaration

3.6. Cost Proposal

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

Cost Proposal shall include, but not be limited to, the following items:

- A. Proposer should provide a Cost Proposal that includes all costs associated with the delivery of this project;
- B. A rate schedule aligned with titles in the resource allocation matrix in Technical Proposal;
- C. The City will use a “Cost-Plus-Fixed-Fee” method to pay for professional services related to this project; therefore, Proposer shall submit Cost Proposal;
- D. The general Scope of Services outlined herein is only provided as a guide in this Request for Proposals;
- E. Proposer should provide a detailed Scope of Services in their submitted Technical Proposal as necessary to reflect the method and procedure in which they intend to provide the required professional services, consistent with the general Scope of Services;
- F. The Cost Proposal must be identical to the detailed Scope of Services included as part of the Proposer’s Technical Proposal.

The proposer is solely responsible for “on time” submission of their electronic proposal.

4. PROSPECTIVE BIDDER QUALIFICATIONS

4.1. Prospective Bidder Qualifications

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

4.2. Minimum Qualifications:

The proposed staff who will be providing Professional Consultant Services shall have the knowledge of:

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

The proposed staff shall also possess the ability to:

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

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

4.3. Education, Training and Licenses:

Registered Professional Civil Engineer License.

5. SUBMISSION OF PROPOSALS

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

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

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

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

6. EVALUATION AND RANKING OF PROPOSALS

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

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

7. AWARD

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

8. SPECIAL TERMS AND CONDITIONS

8.1. Termination

- A. If, in the opinion of the City of Moreno Valley, the awarded consultant fails to perform or provide prompt, efficient service, the City must have the right to terminate or cancel the Agreement upon 5-day's written notice and pay Provider for the value of the actual work satisfactorily performed to the date of termination.
- B. The City of Moreno Valley must have the right to terminate or cancel the Agreement upon 30-day's written notice without cause and pay Provider for the value of actual work satisfactorily performed to the date of termination.
- C. These rights are in addition to any other rights that City may have available.

8.2. Public Employees Retirement Law (CalPERS)

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

8.3. Indemnification

- A. Design Professional Services. To the fullest extent permitted by law, including but not limited to Civil Code Section 2782.8, in performing “design professional services” as defined in Section 2782.8, the Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority (MVHA), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees, and all claims which arise from or are connected with the negligent, reckless, or willful misconduct in the performance of or failure to perform the work or other obligations of the Consultant under this RFP and/or related Agreement, or are caused or claim to be caused by the negligent, reckless or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees. This RFP is only for planning purposes, no design will be taking place.

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

9. SCOPE OF SERVICES

9.1. Scope of Services

There is an urgent need for the City of Moreno Valley to define and make aware of Transportation Demand Management (TDM) strategies and policies in order to make the following possible: to maximize traveler options, to ensure everyone has access to destinations via alternative transportation methods especially to the individuals in Disadvantaged Community Areas (DACs), to develop mitigation methods thereby reducing greenhouse gas emissions (in order to reduce trip generation rates and parking needs), and to increase multi-modalism in transportation plans. Specific strategies are thus required and will be elaborated in the City's Transportation Demand Management Plan. The City's proposed strategies will target objectives that will reduce traffic congestion, provide conservation of energy and reduction of emissions, improve the community health and fitness levels, reduce parking problems, enhance the community's safety, aid commuters in rural areas, improve community health and fitness goals, and make alternative transportation methods more affordable, etc. The City is looking to have its Transportation Demand Management (TDM) Plan developed.

In short, the purpose of Transportation Demand Management (TDM) is to manage the way people get around, reduce the number of vehicles on the road, improve the environment, and aid in municipal planning and urban design. The City knows there is an immediate need to strategically plan this and lay out the details in the Transportation Demand Management (TDM) Plan to help its community members, especially those living in Disadvantaged Community Areas (DACs) to be able to reach their destinations. As the City continues to grow and attract more employers and industry, there is an immediate need to encourage sustainable transportation choices in the area to improve the poor air quality currently experienced by residents.

Overall project objectives include strategies for:

- Reduction of traffic congestion,
- Conservation of energy and the reduction of emissions,
- The improvement of community health and fitness levels,
- Achievement of equity,
- Reduction of parking problems,
- The enhancement of community safety,
- Aiding commuters in rural areas, and
- Making alternative transportation methods more affordable.

The final deliverable includes a ***Transportation Demand Management Plan*** that lays out the key strategies, recommendations, and policies best for the City of Moreno Valley to inform and effectively encourage travelers within the City's boundaries to maximize the efficiency of the City's transportation systems to improve and optimize mobility, reduce congestion, limit single occupancy vehicle (SOV) trips, and lower vehicle emissions.

10. LABOR LAWS

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

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

11. PAYMENT TO CONSULTANT

11.1. Payment to Consultant

- A. This work is to be performed for a “Not-to-Exceed Fixed Fee.”
- B. The Consultant shall provide a “Payment Schedule” indicating the fee for individual tasks with a “Not-to-Exceed Fixed Fee” which shall be the sum of all tasks.
- C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.
- D. The City will pay the Consultant for work completed as identified in the Payment Schedule.
- E. Progress payments shall be based on tasks performed as identified in the Payment Schedule. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.
- F. Sub-categorization of tasks is permitted to better define the task for payment.
- G. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the “Not-to-Exceed Fixed Fee.”
- H. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall have supporting documentation presented at the time payment is requested.
- I. The City will pay the Consultant for all acceptable services rendered in accordance with the “Agreement for Professional Consultant Services.”
- J. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the “Agreement for Professional Consultant Services,” an “Amendment to the Agreement” will be executed between the City and Consultant.
- K. Payment will be based on hourly rate for work completed associated with each applicable task as identified in the consultant’s proposal.

12. Vendor Questionnaire

12.1. [Required Response Template*](#)

Please download the below documents, complete, and upload.

- [Attachment Required Respons...](#)

*Response required

12.2. [Special Provisions *](#)

Please download the below documents, complete, and upload.

- [Attachment B - Special Prov...](#)

*Response required

12.3. [Client References *](#)

Please download the below documents, complete, and upload.

- [Attachment C - Client Refer...](#)

*Response required

12.4. [Non-Collusion Declaration*](#)

Please download the below documents, complete, and upload.

- [Non-Collusion Declaration.pdf](#)
- [Non-Collusion Declaration.pdf](#)

*Response required

12.5. [Please upload Technical Proposal.*](#)

*Response required

12.6. [Please upload Cost Proposal.*](#)

*Response required

EXHIBIT "B"

CONSULTANT PROPOSAL



1. Executive Summary

Firm's legal name

Kittelson & Associates, Inc.

Firm address

750 The City Drive, Suite 410
Orange, California 92868

Contact Information

Phone: 714-468-1997

Fax: 503-273-8169

Organizational Structure

S-Corporation

Principal Owners

See attached 2024 Shareholders
BOD Corp Structure

Authorized Signatories

See attached Corporate
Resolution.

**Firm History/Length of
Experience**

39 Years

Current # of Employees

370+

Kittelson & Associates, Inc. provides comprehensive transportation engineering, planning, and research services to government agencies and private organizations. An S Corporation founded in 1985, Kittelson has over 370 staff in 25 offices nationwide, including four offices in California (Orange, San Diego, Sacramento, and Oakland). With this breadth of staffing, Kittelson is able to address client needs with local experience and national expertise.

Kittelson staff bring a demonstrated understanding of transportation and circulation requirements, SB 743 VMT-consistent traffic impact analyses, travel demand modeling, transportation demand management (TDM) techniques, active transportation, transit and parking assessments. These are supported by our regional knowledge developed over the course of more than 35 years of project experience in California. The firm provides support for all stages of planning and environmental analysis, from site analysis through approval and construction. Kittelson staff are particularly knowledgeable about California Environmental Quality Act (CEQA) compliance and recent changes to CEQA-required transportation analyses. The firm approaches each project by building a thorough understanding of client and project needs and jurisdiction requirements, tailoring its work to assist clients in successfully fulfilling environmental requirements in an efficient and cost-effective manner.

2. Technical Proposal

Project Approach and Scope of Work

The City of Moreno Valley is one of the fastest growing cities in the Inland Empire with major industrial and employment hubs, providing a pro-business environment for its diverse local economy. It is also a community of more than 200,000 residents that strives to provide a good quality of life. As Moreno Valley continues to be a desirable place to work, live and play, it is important to improve mobility options for people to travel safely, efficiently, and equitably. The TDM plan will enhance transportation choices, making better use of transportation systems, reduce traffic, and improve the environment, benefiting workers, businesses, and residents. The TDM plan will also reduce the cost related to personal-vehicle travel and improve job access.

Our scope proposes a holistic approach, building on existing infrastructure, existing transit and private transportation providers in the region, and adopted plans. The plan will also identify people living in disadvantaged communities (DACs) and destinations to address gaps and needs. We will deliver the City's anticipated outcomes, influenced by the following guiding principles:

- Build on a strong foundation
- Be proactive and engaged and responsive to City's needs and context
- Deliver a plan that is clear and concise
- Deliver a plan that can be implemented and sustained

Kittelson has prepared the following scope of work to meet the project objectives. The following describes our project approach and includes a list of deliverables per task.



Task 1: Project Initiation and Existing Conditions Review

This task will create the foundation to understand what types of strategies and programs will be most meaningful in the city.

Kick-off Meeting: Kittelson staff will facilitate a kick-off meeting with the City of Moreno Valley staff to refine project goals and requirements, expectations, deliverables, work plan, and schedule. Kittelson has budgeted for two (2) staff to participate in a virtual 1-hour meeting.

Existing Conditions: Kittelson will obtain data and summarize regional and local land use and socioeconomic patterns, identify employment centers, transportation access/equity, travel behaviors and mode choice, and other data. This task will also identify "hot spot" locations with the greatest propensity/opportunity for mode shift away from single-occupant-vehicles (for example, major employment clusters/activity centers with a variety of transportation choices available and/or that could benefit from availability of improved transportation choices).

Planning Documents Review: Kittelson will review relevant documents related to planning and regulatory TDM context and summarize the key findings to inform development of the City's TDM Plan relative to the context of the City, challenges, and the goals for the plan. Review documents include policies related to TDM in the MoVal 2040 General Plan, Climate Action Plan, Bicycle Master Plan, Local Roadway Safety Plan, and planning documents pertaining to the City and region such as Specific Plans, Riverside County Transportation Commission's (RCTC's) Transit-Oriented Communities Strategic Plan, and SCAG's TDM Strategic Plan.

Current Practices: Kittelson will review existing transit and commute services and TDM programs in Moreno Valley and its vicinity such as vanpools, rideshare, carshare, and bikeshare, offered by a variety of agencies such as RCTC and the IE Commuter program, and from programs from agencies outside Riverside County that could support successful delivery of TDM measures. In addition, TDM assistance and support that can be offered to Moreno Valley employers will be identified. Existing TDM plans or mitigation measures for up to five (5) representative developments approved in the City will be reviewed and summarized to identify existing local TDM practices. We will also investigate TDM practices for up to five (5) comparable cities that would inform the development of the TDM plan for the City.

Task 2: Community and Stakeholder Engagement

Kittelson will conduct outreach with stakeholders, which may include major employers, the chamber of commerce, local transportation advocacy groups, and transit operators to have an opportunity to provide input on the development of the plan, share perspectives, and engage participants that may deliver or seek TDM programs. This task also serves to educate stakeholders on the value of TDM to promote broad support for the plan upon implementation.

2.1 Engagement Plan

Kittelson will consult with the City to develop an engagement plan and identify key stakeholders. The plan will consider a mix of engagement methods to involve and collaborate with stakeholders at key milestones throughout the project. Activities can include a public survey for distribution to stakeholders and in-person and/or virtual workshops. The engagement plan will also outline strategies to meaningfully engage disadvantaged communities. This can include identifying local partners to help spread the word, as well as locations or events which can be used to connect with these communities.



2.2 Stakeholder Engagement

Stakeholder engagement will focus on soliciting input on their needs, priorities, and challenges related to implementing TDM strategies. The engagement plan to be developed in coordination with the City may include three (3) cycles of engagement listed below:

- Phase 1 - Needs and Gaps Assessment: This initial engagement will focus on understanding existing needs and gaps in the transportation system pertaining to modes other than single occupant vehicles (SOV), and challenges to using alternative modes of transportation.
- Phase 2 - Visioning and Goals: This engagement will focus on seeking feedback to inform the project objectives and goals and identify priorities, taking into account accessibility and equity.
- Phase 3 - Review of TDM Plan and Recommendations: Upon completion of the draft TDM plan, this engagement phase will consist of seeking feedback on the draft plan.



Kittelson led stakeholder workshop.

Kittelson will prepare meeting agendas, presentations, and other engagement materials for these events. It is assumed that the City will be responsible for providing a venue for workshops, including the payment of any fees (e.g., reservation fees).

2.3 Engagement Summary

We will analyze information gathered and prepare a summary documenting stakeholder engagement activities and feedback to inform development of the TDM Plan.

Task 3: Vision and Goal Setting

Kittelson will lead vision and goal setting efforts to understand community concerns and establish an inclusive project vision and associated goals. This will guide the TDM Plan to be rooted in community values, be responsive to City and community needs, and with consideration of broader City goals included in planning documents such as the General Plan and the Climate Action Plan. These efforts include a visioning workshop conducted with City staff and officials, and informed by input from stakeholders in Task 2. The intent is to build upon goals and policies from the City's General Plan and regional planning efforts. This task will clearly define values, goals, and visions for the TDM policy framework. We will also tailor to the City's needs and limitations by developing goals that can be achieved and measured. Future tasks will include performance measures that will tie to the vision and goals of the program that can be conveniently tracked, so the success of the program can be clearly demonstrated.

Task 4: TDM Plan Framework

The TDM Plan is intended to be a tool for policy makers, businesses, community members, and others to guide actions that encourage travelers to make better use of transportation options. This task will outline the framework to deliver TDM strategies and will be approached through the following sub-tasks:

4.1 TDM Applicability and Targets

Following the development of the plan vision and goals and with input from stakeholders, we will identify discrete actions the City can take to deliver TDM to meet the plan's goals. The first step will be to recommend applicability and reduction targets to existing and proposed developments. For instance, the City may not have the authority to require property owners and employers to implement TDM measures, but it can offer technical assistance and education and offer measures that may provide a benefit to their employers and tax



saving benefits. On the other hand, the City may be able to require the implementation of TDM measures to new land use applicants as part of conditions of approval or through CEQA requirements. Our approach will consider identifying different targets considering the different land uses, geographical areas, phased implementation, and other factors.

4.2 Toolkit Development

The plan framework will include preparation of a toolkit consisting of a menu of actionable TDM strategies. This menu will build upon TDM policies and actions included in the City’s General Plan, and ongoing TDM efforts from Southern California Association of Governments (SCAG) and Western Riverside Council of Governments (WRCOG). For instance, the General Plan directs the City to maintain a list of TDM strategies for employers and new developments, while WRCOG has identified the most appropriate TDM strategies for the region. The framework will review strategies that are mostly applicable to Moreno Valley in conjunction with the specific goals of the plan, while building on opportunities to leverage existing resources and tools at the state, regional, and local levels.

- Assess the effectiveness of TDM measures in terms of goals such as vehicle miles traveled (VMT) reduction, mode share, and reduced parking demand. This will be guided by reviewing VMT reduction resources from the California Air Pollution Control Officers Association (CAPCOA) and WRCOG.
- Create a toolkit comprised of a TDM menu of measures that identifies the ones best suited for different land uses and community types in the city.
- Create a point system to guide decisionmakers and applicants to select TDM measures, taking into account cost, VMT reduction potential, and reduction in parking demand for different land use types.
- Identify actions and key infrastructure needs identified in City plans such as the Bicycle Master Plan and the Local Roadway Safety Plan to close gaps in the bicycle network, enhance street lighting, and other improvements at key locations linking employment clusters to major transit centers, which can encourage users to choose alternative transportation modes.
- For projects where TDM is mandatory, we will develop monitoring and reporting requirements for compliance. We will also recommend strategies to address noncompliance, special considerations or exemptions, and implementation of potential penalties/fees.
- Create a communication toolkit. Materials may include templates for different communication channels to help support the launch of the program such as website content, newsletters, memos, and presentations.

9 HIGH PRIORITY TDM STRATEGIES



Launch a Regional Marketing Campaign



Pursue Dedicated Funding & Grants



Form a Regional TDM Advisory Committee



Develop a Travel Options/TDM Program Website



Promote Carpool Matching



Promote Vanpool



Support Expansion of the Emergency Ride Home Program



Support the Development of TMA's



Provide Workplace Travel Resources & Planning



4.3 TDM Program Monitoring and Evaluation Framework

A common challenge in evaluating a TDM program is obtaining data from surveys, partner agencies, and stakeholders to implement a monitoring process for evaluation. The monitoring and evaluation must consider data availability, City processes and departments that may be involved, and staffing needs. To this end, we will develop an understanding of existing permitting, monitoring processes, and data, and will engage with departments that may be involved and determine procedures and staffing needs.

4.4 Action Plan

We will develop an action plan that will identify staff resources, funding, promotion, and coordination with partners, and a list of prioritized TDM strategies. This will focus on the first years of TDM plan implementation to provide direction to City staff allowing them to successfully carry out the TDM program.

4.5 Programmatic Approaches

Successful implementation requires sustained and coordinated support from stakeholders, elected officials, and City staff. This task will formulate TDM program recommendations that provide policies and identify programmatic actions the City may take to further advance TDM as part of ongoing plans. For instance, the City may consider implementing a TDM Ordinance to place regulations on new and redevelopment land use projects and developing a monitoring and enforcement process. The City may also include TDM policies in future local plans, projects, and planning documents. This could be achieved by updating the City’s Traffic Impact Study Guidelines with additional TDM requirements and resources, as well as incorporating TDM into specific plans. Approaches may also include the development of policies and actions to promote the creation of transportation management associations (TMA). This information will be included in the TDM Plan Framework Memorandum.

Task 5: Preparation of Draft and Final TDM Plan

Kittelson will document the engagement process, key findings from the existing conditions analysis, menu of TDM measures, and all other aspects of the recommended TDM policy framework into an accessible and easy-to-read graphic report. The TDM Plan will lay out strategies, toolkits, action plan, and include future programmatic approaches to deliver on the plan’s goals. We will craft a plan that is clear and easy to understand with flowcharts and graphics.

Task 6: Presentations

Kittelson will prepare and deliver presentation materials at three public meetings throughout the framework development process, which may include the Planning Commission, Traffic Commission, and City Council.

Task 7: Project Management

At Kittelson, quality is much more than providing product reviews. It is the process that measures how well our products meet they City’s technical expectations and determines whether project goals are being met. We use a quality assurance and quality control (QA/QC) approach that ensures high-quality, technically sound, and compliant deliverables on-time and on-budget to the City. Key activities include:

- Identify a Quality Manager (QM) experienced with the subject matter. Kittelson’s QM and project manager (PM) will meet once a month to discuss ongoing tasks, staffing, and upcoming deliverables.

PROGRAM LAUNCH AND TRANSITION YEAR
(FISCAL YEAR 2024-2025)

Focus: Leverage existing staff resources to launch the program and secure additional funding.

YEAR 1
(FISCAL YEAR 2025-2026)

Focus: Build awareness of the TDM program and establish key partners.

YEAR 2
(FISCAL YEAR 2026-2027)

Focus: Build internal capacity and amplify your message.

YEAR 3
(FISCAL YEAR 2027-2028)

Focus: Target worksites and broaden external partnerships.

YEARS 4+
(FISCAL YEAR 2028-2029+)

Focus: Expand the program to reach more people and places.



City of Moreno Valley

Proposal to Provide Transportation Demand Management Plan - Project No. 810 0025

- Conduct an internal kick-off meeting to review the City's expectations and Kittelson's QA/QC plan.
- Review deliverables using the QA/QC process flow chart for each project deliverable prior to submission.

We will conduct bi-weekly project coordination meetings and provide progress reports. Our team will provide an agenda in advance of each meeting and share the meeting notes and action items afterward.

List of Deliverables

Task 1 Deliverables:

- ✓ Kick-off Meeting - Agenda, Notes, and Action Items
- ✓ Existing Conditions and Planning Background Review Memorandum, including a summary and findings of Existing Conditions, Planning Documents Review and Current TDM Practices. This scope assumes the preparation of one draft memo, one round of review with consolidated comments, and one final memo.

Task 2 Deliverables:

- ✓ Draft and Final Community Engagement Plan
- ✓ One Online Survey (English and Spanish)
- ✓ Three Stakeholder Meetings including engagement materials
- ✓ Engagement Summary Memo

Task 3 Deliverables:

- ✓ Visioning Workshop
- ✓ Document narrative summarizing the proposed TDM Program Vision & Goals

Task 4 Deliverables:

- ✓ TDM Applicability and Target Matrix
- ✓ TDM Strategy Toolkit
- ✓ List of Priority Actions
- ✓ TDM Plan Framework Memorandum

Task 5 Deliverables:

- ✓ Draft and Final TDM Plan

Task 6 Deliverables:

- ✓ Presentations at up to three public meetings

Task 7 Deliverables:

- ✓ Bi-weekly project coordination meetings
- ✓ Monthly invoice and progress reports

Related Experience

Kittelson's representative project experience is provided herein. In the interest of brevity, see **Appendix B – Required Information Attachment C – Client References** for project details including reference contact information and contract details, such as dates and costs.



City of Berkeley Water Transportation Pier-Ferry – Parking & Transportation Demand Management

City of Berkeley completed the Feasibility Study for the Ferry Facility at Berkeley Municipal Pier (Feasibility Study) in June 2022 and is now beginning detailed engineering and environmental studies for the Water Transportation Pier-Ferry (WTPF) Project. Kittelson is currently working on the Berkeley Marina Visitor Management Plan to update the parking and TDM strategies from the Feasibility Study and Berkeley Marina Area Specific Plan (BMASP) to account for changes at the site since those plans were prepared, to consider new ridership projections from WETA, and to provide technical analyses and materials to support design decisions and environmental review of future ferry service and land use development at the Waterfront.

City of La Verne General Plan Update

Kittelson developed the circulation and mobility section of the General Plan Update for the City of La Verne, CA, including the development of mobility-related policies and objectives with respect to automobile, active transportation, transit and freight circulation, plus on-street and off-street parking.

Kittelson worked with land use and economic planning teams to estimate the net-new travel demand that would result from different land use alternatives, with an emphasis on land uses and development types. In addition, Kittelson prepared transportation analyses in support of the General Plan Update for the City of La Verne. For this effort, our team conducted existing conditions assessments and using the Southern California Association of Governments (SCAG) regional travel demand model to prepare travel forecasts for cumulative conditions for the Proposed Plan. We investigated potential impacts at key intersections and freeway segments and prepared VMT projections to comply with SB 743 requirements.

City of Beverly Hills Transportation Center

The City of Beverly Hills engaged Kittelson to conduct a Transit Needs Assessment to understand how well the City’s residents, employees, and visitors are being served by the existing transit network and explore options to better connect with the City, both for internal circulation as well as in support of the forthcoming Metro D (Purple) Line extension. Kittelson’s work involved background market research, development, and administration of an internet-based preference survey, as well as hosting several public workshops conducted as virtual and hybrid virtual/in-person workshops. Kittelson conducted a series of peer interviews with Metro and similar peer municipalities to explore their recent trends and successes further and developed an Unmet Needs Assessment memorandum for presentation to the City recommending appropriate services matched to appropriate subregions of the City and identifying the highest-value opportunities to explore early pilot projects.



Greater Charlotte Regional TDM Plan

Kittelson is developing a TDM plan and program for the ten-county, greater Charlotte region to support regional mode shift aspirations. This is a first-of-its-kind effort for the Charlotte region, requiring the project team to facilitate broad engagement and collaboration among North Carolina DOT, Centralina Regional Council, three MPOs, one RPO, multiple transit service providers, municipalities, major employers, and transportation advocates. Kittelson’s innovative transportation planners were tasked with developing TDM



strategies that apply across various community types, from very rural to very urban, and help encourage future mode shifts amid a changing transit landscape and travel behaviors. In collaboration with the North Carolina DOT and Centralina Regional Council, the Kittelson-led team is preparing:

- An existing conditions analysis and identification of “hot spots” area in the region with the greatest propensity for future mode shift;
- Case studies with key lessons of other successful TDM programs across the country;
- A regional TDM vision supported by clear goals and performance metrics;
- A menu of TDM strategies tailored to the various community contexts across the region;
- A program management plan and staffing structure for Centralina Regional Council;
- An implementation action plan with immediate, near-term, and long-term actions; and
- A marketing and education strategy to support the launch of the new TDM program.



This effort will result in the launch of a new regional TDM program, managed by Centralina Regional Council and supported by North Carolina DOT and its partners. North Carolina DOT will use the TDM plan and program as a benchmark for future TDM efforts across the state.

Resource Allocation Matrix

Task	Erney	Sotelo	Worth	Leahy	Kataria	Sahimi	Phan
	Principal	Project Manager	Expert	Expert	Task Lead	Task Lead	Planner
001 Initiation and Background Document Review							
Background Document Review	1	12	2	2		32	40
002 Community and Stakeholder Engagement							
Engagement Plan	1	4	2	2		12	8
Stakeholder Engagement		16				24	16
Engagement Summary		2				8	16
003 Vision and Goal Setting							
Vision and Goal Setting	1	12	4	2	16		24
004 TDM Program Framework							
Recommended TDM Policy Framework	1	20	8	2	60		80
005 Draft and Final TDM Plan							
Draft TDM Plan	2	16	2	0	30		30
Final TDM Plan		4			10		10
006 Presentations							
In-person Presentations		16			8		16
007 Project Management							
Project Management	2	10			6	4	
Total hours:	8	112	18	8	130	80	240

3. Proposed Staff/Team

Introductions to key and support personnel are provided on the following page with resumes in **Appendix A**.

Fernando Sotelo has extensive experience in the technical aspects of transportation planning, including travel demand forecasting, traffic impact analyses, and parking demand studies. He has been involved with assisting cities in the implementation of VMT metrics for CEQA review to comply with SB 743. These efforts include



reviewing strategies and programs to identify reductions to the use of single occupancy automobile use, promote the use of TDM measures to reduce VMT from land use projects, and identify potential VMT reduction programs. Fernando played a key role in implementing VMT metrics and identifying VMT reduction programs with TDM measures for several agencies across California. Fernando has experience with several Citywide and land development projects where he applied TDM measures to reduce VMT impacts.

Tim Erney is a transportation planner with more than 25 years of experience with planning and engineering projects throughout California. His primary focus has been on managing analyses and documentation for environmental review projects, access and circulation studies, sustainable transportation practices, TDM measures, parking evaluations, pedestrian and bicycle reviews, and data collection programs. In addition, his experience includes detailed technical analyses of local and regional roadway facilities, including traffic forecasting, modal split analyses, traffic diversion, and operational analyses. He has experience coordinating with local and regional transportation and environmental agencies throughout Southern California.

Amanda Leahy is an associate planner with over 14 years of experience developing and supporting implementation of parking and transportation demand management strategies. She has provided direction on the selection of appropriate measures to effectively reduce vehicle trips and support sustainable travel modes for a range of project types and sizes across the Bay Area. In addition to preparing TDM plans and calculating the efficacy of TDM measures using state- of-the-practice research and modeling tools, Amanda has conducted monitoring and compliance evaluation and reporting.

Phill Worth has a practical understanding of the parking/access/economic development relationship that exists in downtown core areas. He has developed demand forecasts based on development/redevelopment alternatives, designed and evaluated supporting transportation systems, recommended policy/code revisions for parking provision, and prepared supporting circulation and TDM elements to overall parking plans. His national urban transportation planning experience includes needs analysis, demand forecasting, transportation/land use integration, concept development, alternatives analysis, prioritization, funding/financing, and implementation. This work has included the development and evaluation of land use and transportation alternatives to further integrate communities and subareas, increase system efficiency, and enhance economic vitality and quality of life.

Dhawal Kataria is passionate about multimodal transportation and creating healthy, sustainable, and safe communities. He is experienced in transportation and land use planning from both the public and private sectors. Due to his interest in urban design and planning, he is involved in preparing conceptual designs, conducting research and data analysis, and drafting policy documents. Dhawal has worked on diverse transportation projects, including the preparation of TDM plans, active transportation plans, complete streets design, transportation safety plans, long-range transportation plans, general plans (circulation element), streetscape improvements, traffic impact analysis, parking demand, and transportation funding. Dhawal has experience with TDM policy and TDM tools used to measure VMT reductions.

Michael Sahimi is a senior transportation planner whose project experience has allowed him to gain expertise in general transportation planning as well as in active transportation planning, traffic operations analysis, and circulation studies. Additional experience includes parking studies, travel demand modeling, and transit planning. His work has included coordination and SB 743 guidance with agencies throughout California. Michael has led the preparation of several long range planning projects to develop guidance to reduce VMT and applied TDM for several land development projects. Michael is familiar with several VMT reduction calculator that rely on TDM measures and parking policies.

4. Required Statements

- A. This RFP is incorporated in its entirety as a part of the Kittelson Proposal.
- B. Kittelson's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by Kittelson and the Mayor or City Manager of Moreno Valley.
- C. Kittelson's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in Kittelson's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (if needed) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Kittelson's Proposal is contingent and which shall take precedent over this RFP.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Kittelson's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of Kittelson's staff should become unavailable, Kittelson may substitute other staff of at least equal competence only after prior written approval by the City.
- F. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project design schedule are required of both the primary consultant, as well as any sub-consultant.
- G. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.
- H. Kittelson acknowledges and understands that Kittelson will not be allowed to change the sub-consultant without written permission from the City.
- I. All charges for Kittelson services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of Kittelson's Proposal.
- J. Kittelson will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
- K. A copy of Kittelson's hourly rate schedule is part of Kittelson's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. An itemized cost breakdown for the work described herein must be submitted in a separate file, entitled Cost file, as part of Kittelson's Proposal submittal. All extra work will require prior approval from the City.
- L. Kittelson will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- M. All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
- N. Kittelson shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
- O. Kittelson shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- P. Kittelson offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to Kittelson, without further acknowledgment by the parties.



City of Moreno Valley

Proposal to Provide Transportation Demand Management Plan - Project No. 810 0025

Appendix A -Resumes

FERNANDO SOTELO, TE | PRINCIPAL ENGINEER



EDUCATION

- MS, Civil Engineering (Transportation), University of Southern California
- BS, Naval Engineering, University of Sao Paulo, Brazil

YEARS OF EXPERIENCE

24

LICENSES/CERTIFICATIONS

- Professional Traffic Engineer: CA # TR 2770

AFFILIATIONS

- Institute of Transportation Engineers
- Orange County Traffic Engineers Council
- Association of Commuter Transportation

Fernando has experience in CEQA and the technical aspects of transportation planning, including travel demand forecasting, traffic impact analyses, and parking demand studies. Fernando understands the complexities of transportation planning and has prepared transportation sections of Environmental Impact Reports for major projects such as general plan updates and specific plans. Fernando has also been involved with assisting cities in the implementation of VMT metrics for environmental review to comply with new requirements in California to use VMT as the metric to evaluate transportation impact. These efforts include reviewing strategies and programs to identify reductions to the use of single occupancy automobile use, promote the use of TDM measures to reduce VMT from land use projects, and identify potential VMT reduction programs. Fernando played a key role in implementing VMT metrics and identifying VMT reduction programs with TDM measures for several agencies across California. Fernando has experience with several Citywide and land development projects where he applied TDM measures to reduce VMT impacts. He is also a member of ITE's International SB743 Task Force and has been a contributor to recent ITE white papers on VMT and Sustainability such as ITE's Guide to SB 743 and ITE's VMT as a Metric of Sustainability.

PROJECT EXPERIENCE

TDM Planning and Applications. Fernando has experience working with project applicants on individual site development TDM plans, and local and regional agencies to plan for and apply TDM measures. Fernando has technical knowledge and has applied several TDM calculators developed and used in agencies in Southern California, the Bay Area, and Central Valley, including the WRCOG VMT Tool, SCC VMT Evaluation Tool, C/CAG VMT Estimation Tool, the San Jose VMT calculator, Mobility Labs' TDM ROI Calculator, and CAPCOA's Handbook. Fernando is currently working on several citywide and regional TDM plans leading tasks to support TDM policy frameworks and develop TDM toolkits.

Greater Charlotte Regional TDM Plan, Charlotte, NC. Kittelson is finalizing the TDM plan and regional framework for a TDM program in the Charlotte area. As a task lead and senior advisor, Fernando led efforts to prepare case studies from peer organizations to provide practical lessons and inform the approach and implementation structure for the Charlotte Region TDM Plan. The case studies also included interviews with staff responsible for overseeing the TDM programs. Fernando led the establishment of program performance metrics and monitoring objectives and developed a prioritized list of actionable TDM strategies.

San Leandro Shoreline Development TDM Plan; San Leandro, CA. Fernando served as the project manager and TDM technical lead for the City of San Leandro Shoreline TDM Plan. This effort consists of the development of a TDM plan to reduce trips with development of a mix of uses such as residential, hotels, restaurants, and more. As project manager, Fernando managed the consultant team, providing direction on technical work and deliverables, conducting quality control checks for analysis and deliverables, and leading communications with the City. Existing TDM programs from a variety of agencies in Alameda County as well as requirements, exiting transit, bicycle and pedestrian facilities were reviewed to inform the development of the plan and to select TDM measures applicable to the project. As part of this effort, a summary of TDM measures, responsibility, primary targets, and the potential VMT reduction of each measure was identified. The plan also depicted trip reduction goals, and trip reduction monitoring and reporting requirements.

TIMOTHY ERNEY | SENIOR PRINCIPAL



Tim Erney is a senior transportation planner with extensive experience working on planning and engineering projects in California. His primary focus has been on managing analyses and documentation for conceptual/final design projects, access and circulation studies, sustainable transportation practices, travel demand management (TDM) measures, parking evaluations, pedestrian and bicycle reviews, and data collection programs. In addition, Tim has performed detailed technical analyses of local and regional roadway facilities, including traffic forecasting, modal split analyses, traffic diversion, grade crossing studies, and operational analyses. He has experience coordinating with local and regional transportation and environmental agencies in California and has been leading the firm's efforts on the evaluation of emerging technologies, alternative evaluation metrics, and the impacts of new mobility services on land use and circulation networks.

EDUCATION

- MCP Transportation Planning, University of California, Berkeley
- MS Transportation Engineering, University of California, Berkeley
- BS Mechanical Engineering, Boston University

YEARS OF EXPERIENCE

27

AFFILIATIONS

- American Planning Association (APA), Member
- Institute of Transportation Engineers (ITE), Member

PROJECT EXPERIENCE

Travel Demand Management Programs. Tim has been responsible for developing implementable and defensible travel demand management (TDM) programs. Primarily, these include the evaluation of the best TDM elements to achieve the goals of the project, supported by data and research developed on a national basis. In addition to the adoption of standard TDM measures, such as active transportation facilities and parking management, Tim routinely works with developers to adjust land use programs to better internalize trips and to right-size parking to facilitate shared parking opportunities. Sample projects where Tim has engaged in these efforts: Baldwin Park Downtown TOD Specific Plan, Montebello General Plan and Downtown Specific Plan, La Verne General Plan, Lake Forest Sustainability Implementation Program, and Serramonte Center Expansion Plan.

I-5 Between Avenida Pico and San Diego County Line VMT Mitigation Program: Kittelson developed a program to mitigate the VMT impacts of the proposed implementation of new HOV lanes along I-5 in southern Orange County. As task manager, Tim led the research into options for reducing area VMT, including establishment of an aggressive TDM program, transit improvements, affordable housing construction, and the establishment of mobility wallets. The benefit of these programs was calculated using information from CAPCOA and the local travel demand model.

City of San Marcos General Plan Update/EIR, Transportation Analysis Guidelines and Climate Action Plan Implementation; San Marcos, CA. Kittelson is developing the updated mobility element for the City of San Marcos and the technical analysis to support the EIR document, with Tim as the internal Project Manager. The project has included the assessment of complete streets and active transportation facilities to improve circulation and access throughout the city and to reduce the effects of congestion near the freeways. In addition, Tim led the establishment of a new Transportation Impact Analysis Guidelines, which outlined the CEQA and non-CEQA technical and qualitative assessments required for new development and transportation infrastructure projects. Tim is also supporting Kittelson's work on the Climate Action Plan Implementation, providing senior-level review and guidance on best practices and screening of projects.

San Jacinto General Plan Update and EIR, San Jacinto, CA. Tim was the transportation project manager for the update to the Circulation Element to the City's General Plan and the associated Environmental Impact Report. Key elements of this effort include the identification of existing and future needs for circulation, active transportation, parking, transit, and goods movement networks. Output from the RIVTAM travel demand model was used to determine future growth in the area, including addressing the effect of major transportation infrastructure projects. To support the City's vision to enhance multimodal travel, Tim worked with staff to establish updated goals and policies to encourage new developments to incorporate active transportation facilities and implement TDM measures.

AMANDA LEAHY, AICP | ASSOCIATE PLANNER



Amanda Leahy's areas of expertise include active transportation planning and design, complete streets policy and implementation, multimodal safety and operations analysis, parking and transportation demand management, environmental review, and community engagement. Amanda has worked on many complex projects, from planning through to implementation, that have required objective and transparent technical analysis, multi-agency coordination, and environmental clearance. Amanda is committed to creating a safe and comfortable public realm for people of all ages and abilities. She is passionate about strengthening connections between people and places through sound planning and analysis, creative, context-sensitive design and engineering, and culturally competent community engagement.

EDUCATION

- Bachelor of Arts, Geography and Urban Studies, University of California, Berkeley

YEARS OF EXPERIENCE

13

CERTIFICATIONS

- Certified Planner, American Institute of Certified Planners (AICP) (#026690)

AFFILIATIONS

- American Institute of Certified Planners (AICP)
- American Planning Association (APA), Member
- Association of Pedestrian and Bicycle Professionals (APBP), Board President
- Bike East Bay, Board Member
- Women in Transportation Seminar (WTS), Member

OVERVIEW OF EXPERIENCE

Parking and Transportation Demand Management Plans. Amanda has over a decade of experience developing and supporting implementation of parking and transportation demand management strategies. She has provided direction on the selection of appropriate measures to effectively reduce vehicle trips and support sustainable travel modes for a range of project types and sizes across the Bay Area, including:

- California College of the Arts (CCA) Campus Redevelopment Project, Oakland, CA
- Lighthouse Charter School, Oakland CA
- Executive Park, San Francisco, CA
- 3333 California Street, San Francisco, CA
- Balboa Reservoir, San Francisco CA
- 2371 San Pablo Avenue, Berkeley, CA
- 2718 Durant Avenue, Berkeley, CA
- 1929 Webster Street, Alameda, CA
- 3534 Golden Gate Avenue, Lafayette, CA

In addition to preparing TDM plans and calculating the efficacy of TDM measures using state-of-the-practice research and modeling tools, Amanda has conducted monitoring and compliance evaluation and reporting.

PROJECT EXPERIENCE

Lighthouse Charter School TIS and TDM Plan, Oakland, CA. Amanda was project manager for an environmental review of multimodal impacts and mitigations related to a new facility for the Lighthouse Community Public Schools at 105th Avenue/Edes Avenue in East Oakland. The new facility was expected to have full-capacity enrollment of 840 K-12 students, with occupancy scheduled for August 2018. Along with the environmental review, Kittelson conducted diagnostic field reviews of two railroad crossings for safety improvements. The Lighthouse Charter School TIS was the first study prepared for the City of Oakland since the City's adoption of VMT significance thresholds.

San Marcos General Plan Update, Climate Action Plan Implementation – Parking and Transportation Demand Management Ordinance; San Marcos, CA. Amanda is serving as project manager for Kittelson's work on the Parking and Demand Management Ordinance component of the San Marcos General Plan Update. She conducted benchmarking analysis and peer city review and developed the discussion guide for the stakeholder interviews. She will develop the draft and final parking ordinance near transit and TDM ordinance requirements, and will support City staff at public hearings to adopt the ordinance.

PHILLIP WORTH | PRINCIPAL PLANNER



Phillip has received awards for excellence in planning from the Association of Metropolitan Planning Organization, the Federal Highway Administration, and the American Planning Association. He has directed the development of more than 80 regional plans, metropolitan transportation plans, and local agency multimodal transportation system plans throughout the US, as well as numerous master plans for public and private institutions, including many colleges and universities. His national urban transportation planning experience includes needs analysis, demand forecasting, transportation/land use integration, concept development, alternatives analysis, prioritization, funding/financing, and implementation. This work has included the development and evaluation of land use and transportation alternatives to further integrate communities and subareas, increase system efficiency, and enhance economic vitality and quality of life.

EDUCATION

- Master of Urban and Regional Planning, Portland State University
- MBA, University of Oregon
- BS, Oregon State University, Liberal Arts

YEARS OF EXPERIENCE

38

AFFILIATIONS

- Institute of Transportation Engineers, Member
- American Planning Association, Member

PROJECT EXPERIENCE

Parking/Circulation/Transportation Demand Management (TDM) Planning. Phillip has a practical understanding of the parking/access/economic development relationship that exists in downtown core areas. He has developed demand forecasts based on development/redevelopment alternatives, designed and evaluated supporting transportation systems, recommended policy/code revisions for parking provision, and prepared supporting circulation and TDM elements to overall parking plans. His clients include the cities of Portland, Seattle, Dallas, Fort Lauderdale, Vancouver, and Orlando to name several.

Portland Community College Transportation Demand Management Plan; Portland, OR. Phillip led a team that included Rick Williams Consulting and Michael Kodama Planning to provide a complete evaluation and update of the Portland Community College (PCC) Districtwide Transportation Demand Management (TDM) Plan. With more than 40,000 students and 8,000 staff at four main campuses and five satellite sites, PCC places significant demands on the Portland region's transportation system.

This TDM plan update involved a steering committee of more than 25 representatives from the college, the neighborhoods of each campus, the City of Portland, TriMet, and Metro. Over the course of 15 months, the Kittelson team facilitated ten steering committee meetings, completed a 4,800+ response survey of students and staff, held eight open houses, and presented at numerous neighborhood and PCC Cabinet meetings. The Kittelson team completed a thorough review of the existing TDM program, developed and evaluated more than 125 TDM strategies identified through the survey and stakeholder meetings, and then drafted and supported the evaluation of three alternative programs from which the preferred program was chosen by consensus of the steering committee. The new TDM plan leverages the transit services provided by TriMet and supplements it with PCC shuttle services. Extensive efforts were devoted to supporting and promoting walking, biking, online courses, and shuttle/transit use.

University of Washington Strategic Infrastructure Master Plan; Seattle, WA. Phillip managed a project to assist the University of Washington (UW) with determining the strategic infrastructure investments necessary to ensure the viability of their Strategic Infrastructure Master Plan. The extent of these investments reached far beyond the campus boundary, the University District, and the Puget Sound region. He and the Kittelson team used scenarios to test and evaluate a number of potential infrastructure and intelligence investments to determine the relative differences in the returns UW could expect. Scenarios examined such investments as parking, transit, mixed-use development, and physical/intellectual transference. Recommendations were developed around investment options that were the most productive, were primarily controlled by UW action, were least impacted by outside influences, and presented the greatest opportunity for new and expanded partnerships.

DHAWAL KATARIA, AICP, RSP₁ | SENIOR PLANNER



Dhawal Kataria is passionate about multimodal transportation and creating healthy, sustainable, and safe communities. He is experienced in transportation and land use planning from both the public and private sectors. Due to his interest in urban design and planning, he is involved in preparing conceptual designs, conducting research and data analysis, and drafting policy documents. With more than six years of experience, Dhawal has worked on diverse transportation projects, including transportation safety plans, long-range transportation plans, general plans (circulation element), streetscape improvements, complete streets design, traffic impact analysis, parking demand, and transportation demand management (TDM). Dhawal is a certified planner and active member of the APA and ITE, which keeps him abreast of the latest best practices in transportation planning. Dhawal holds certification in GIS from the University of Texas at Arlington, and he has presented at conferences on *Effective Community Engagement and Stakeholder Outreach for a Safety Plan, Climate Change, and Design for All concepts*.

EDUCATION

- Master of City & Regional Planning, University of Texas at Arlington
- Bachelor of Planning, School of Planning & Architecture, Vijayawada, India

YEARS OF EXPERIENCE

7

CERTIFICATIONS

- American Institute of Certified Planners (#33594)
- Certified Road Safety Professional (Level 1), Transportation Professional Certification Board (#868)
- Geographic Information Systems (GIS) Certificate, University of Texas at Arlington

AFFILIATIONS

- Board of Directors, APA Northern California Section, Associate Editor
- Member, American Planning Association
- Member, Institute of Transportation Engineers
- Member, Association of Pedestrian and Bicycle Professionals

PROJECT EXPERIENCE

City of Berkeley Waterfront Parking and TDM Plan; Berkeley, CA. Kittelson is working with the City to develop a Parking and TDM Plan that will support the proposed ferry service and future development at the Berkeley Waterfront. Some of the challenges that we are trying to address are estimating the parking needs, identifying the most effective TDM strategies, and, most importantly, securing community support for the project. Dhawal is deputy project manager and is leading the existing conditions and community and stakeholder engagement efforts.

Mountain View Citywide TDM Ordinance Update; Mountain View, CA. Kittelson is collaborating with Steer Group to develop a Citywide TDM ordinance for the City of Mountain View. The Project will include developing a recommended TDM policy framework; support implementation of a TDM toolkit; preparing a draft TDM ordinance; and establishing ordinance management procedures for monitoring and enforcement. Dhawal is reviewing existing TDM tools used to measure VMT reductions—including the SCCVMT Evaluation Tool, TDM ROI Calculator, and CAPCOA.

City of Clovis VMT Implementation; Clovis, CA. Kittelson is currently assisting the City of Clovis with its SB 743 approach and transportation impact study guidelines. This includes developing VMT metrics, thresholds, screening criteria, and other elements, as well as researching VMT mitigation measures that would be effective in Clovis. Dhawal assisted in calculating the potential reduction in VMT and estimating the cost per VMT for potential TDM measures, utilizing CAPCOA guidelines and other industry best practices.

City of Lomita General Plan Update; Lomita, CA. The City of Lomita is undertaking a comprehensive update to its General Plan to account for new regulatory requirements. Kittelson is leading the update to the Mobility Element, which includes reviews and recommendations for improvement to walking, biking, transit, parking, goods movement, and vehicular circulation throughout the City. Dhawal is assisting with the development of existing conditions report which includes analyzing the travel patterns and development of various maps.

MICHAEL SAHIMI, AICP | SENIOR PLANNER



Michael Sahimi is a transportation planner with experience conducting CEQA and non-CEQA transportation assessments for development projects throughout the state. Relevant experience includes traffic operations, environmental analysis, travel demand modeling and forecasting, circulation studies, and parking studies. He also has experience in active transportation, safety analysis, and transit planning projects. Michael's active transportation work has included citywide active transportation plans, conceptual designs, and safety analyses. He has also assisted local jurisdictions with preparing SB 743-consistent transportation analysis guidelines.

PROJECT EXPERIENCE

EDUCATION

- Master of Urban and Regional Planning, Transportation Policy and Planning, University of California, Los Angeles
- BA Urban Studies, University of California, Irvine
- BA Criminology, Law, and Society, University of California, Irvine

YEARS OF EXPERIENCE

10

CERTIFICATIONS

- Certified Planner, American Institute of Certified Planners

San Marcos General Plan Update, Transportation Analysis Guidelines, and TDM Ordinance; San Marcos, CA. Kittelson is developing the updated mobility element for the updated City of San Marcos General Plan. As part of the General Plan Update effort, Michael led the development of the City's SB 743-consistent traffic study guidelines; Michael worked with City staff to develop guidance for both VMT and LOS analysis for development projects within San Marcos. He has prepared information for the City related to VMT mitigation fee options (e.g., impact fees, mitigation banks, and mitigation exchanges) and prepared a memorandum with implementation steps and considerations. Michael also developed a transit-adjacent parking ordinance, a citywide TDM ordinance, and an accompanying TDM policy document to assist with the City's Climate Action Plan (CAP) implementation.

Hotel Development Standards General Plan & Zoning Code Amendment Project; Gardena, CA. Kittelson conducted a CEQA VMT analysis for this general plan and zoning code amendment in Gardena using the City's recently developed SB 743-consistent traffic study guidelines. The City was aiming to amend the general plan and zoning code to allow for the development of hotels with increased floor area ratio (FAR). Michael led the transportation analysis, determining which potential project sites would be screened out of VMT impact analysis. For locations that would not be screened out, Michael prepared a menu of potential VMT mitigation measures to reduce employee VMT to less-than-significant levels, using statewide and local TDM guidance.

1108 W 141st Street General Plan Amendment & Zone Change Project; Gardena, CA. Kittelson conducted a CEQA VMT impact analysis and a local transportation assessment for this mixed-use project in Gardena, using the City's SB 743-consistent traffic study guidelines. Michael led the transportation analysis, determining that the project's hotel component would not screen out of a VMT impact analysis and conducting a VMT assessment of the hotel using the City's spreadsheet-based VMT tool. Due to the significant employee VMT impacts, Michael used statewide and local TDM guidance to propose a mitigation measure to reduce employee VMT to less-than-significant levels.

City of Montebello General Plan Update, Downtown Specific Plan, Bicycle Master Plan, and Transportation Study Guidelines; Montebello, CA. Kittelson developed the updated mobility element for the City of Montebello General Plan Update and their Downtown Specific Plan area. Kittelson updated the mobility element's goals, policies, and circulation network to accommodate the City's envisioned land use and circulation buildout. The plan provides an enhanced network of trails and pedestrian and bicycle mobility and promotes a vibrant and walkable downtown area. As senior transportation planner, Michael led the preparation of a citywide bicycle master plan as well as the City's SB 743-consistent transportation impact analysis guidelines, the latter of which included guidance on analyzing development projects' VMT impacts.



City of Moreno Valley

Proposal to Provide Transportation Demand Management Plan - Project No. 810 0025

Appendix B – Required Information

Attachment A: Required Response Template

Kittelson & Associates, Inc.

(Bidder's Company Name)

Instructions:

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use.

Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

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

Please provide the following information about your company:

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

Kittelson & Associates, Inc., 750 The City Drive, Suite 410, Orange, CA 92864, 714-468-1997, 503-273-8169, terney@kittelson.com, www.kittelson.com

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

Dowling Associates, Inc. – January 2012

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

S-Corporation

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

See attached 2024 Shareholders BOD Corp Structure.

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

See attached Corporate Resolution.

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

Kittelson & Associates, Inc. provides comprehensive transportation engineering, planning, and research services to government agencies and private organizations. An S Corporation founded 39 years ago in 1985, Kittelson has over 370 staff in 25 offices nationwide. Kittelson staff bring a demonstrated understanding of transportation and circulation requirements, SB 743 VMT-consistent traffic impact analyses, travel demand modeling, transportation demand management (TDM) techniques, active transportation, transit and parking assessments. These are supported by our regional knowledge developed over the course of more than 35 years of project experience in California. The firm provides support for all stages of planning and environmental analysis, from site analysis through approval and construction. Kittelson staff are particularly knowledgeable about California Environmental Quality Act (CEQA) compliance and recent changes to CEQA-required transportation analyses.

G. **Annual company revenues for the last three fiscal years.**

2023 - \$84,896,314

2022 - \$74,182,954

2021 - \$65,336,330

H. **Tax ID number.**

93-0964447

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

Kittelson brings expertise in traffic operations, signal design, conceptual roadway design, travel demand forecasting, emerging mobility/micromobility, connected/automated vehicle planning and policy, CEQA/NEPA and VMT analysis, signing and striping plans, parking analysis and planning, multimodal planning, bicycle/pedestrian planning, transportation safety, transportation demand management (TDM), and grant-writing assistance. The firm has a strong record of successfully managing complex, multidisciplinary teams on projects incorporating stakeholders with diverse perspectives and needs. Kittelson staff are also experienced in presenting to city councils and speaking thoughtfully and sensitively to broader community members about transportation safety-related issues.

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

4,700

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

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

Not Applicable.

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

A. Names and titles of key management personnel.

Fernando Sotelo, TE | Project Manager

Tim Erney | Project Principal

B. Team to be assigned for these services.

Amanda Leahy, AICP | Subject Matter Expert –
Disadvantaged Communities, TDM
Phill Worth, PE | Subject Matter Expert – TDM

Dhawal Kataria, AICP | Task Lead – TDM Framework Plan
Michael Sahimi, AICP | Task Lead – Existing Conditions,
Community Engagement

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

Fernando Sotelo has extensive experience in CEQA and technical aspects of transportation planning, including travel demand forecasting, traffic impact analyses, and parking demand studies. He has been involved with implementation of VMT metrics for CEQA review to comply with SB 743. These efforts include reviewing strategies and programs to identify reductions to the use of single occupancy automobile use, promote the use of TDM measures to reduce VMT from land use projects, and identify potential VMT reduction programs. Fernando played a key role in implementing VMT metrics and identifying VMT reduction programs with TDM measures for multiple agencies.

Tim Erney is a transportation planner with more than 25 years of experience with planning and engineering projects throughout California. His primary focus has been on managing analyses and documentation for environmental review projects, access and circulation studies, sustainable transportation practices, TDM measures, parking evaluations, pedestrian and bicycle reviews, and data collection programs. In addition, his experience includes detailed technical analyses of local and regional roadway facilities, including traffic forecasting, modal split analyses, traffic diversion, and operational analyses.

Amanda Leahy is an associate planner with over 14 years of experience developing and supporting implementation of parking and transportation demand management strategies. She has provided direction on the selection of appropriate measures to effectively reduce vehicle trips and support sustainable travel modes for a range of project types and sizes. In addition to preparing TDM plans and calculating the efficacy of TDM measures using state- of-the-practice research and modeling tools, Amanda has conducted monitoring and compliance evaluation and reporting.

Phill Worth has a practical understanding of the parking/access/economic development relationship that exists in downtown core areas. He has developed demand forecasts based on development/redevelopment alternatives, designed and evaluated supporting transportation systems, recommended policy/code revisions for parking provision, and prepared supporting circulation and TDM elements to overall parking plans. His national urban transportation planning experience includes needs analysis, demand forecasting, transportation/land use integration, concept development, alternatives analysis, prioritization, funding/financing, and implementation.

Dhawal Kataria is passionate about multimodal transportation and creating healthy, sustainable, and safe communities. He is experienced in transportation and land use planning from both the public and private sectors. Due to his interest in urban design and planning, he is involved in preparing conceptual designs, conducting research and data analysis, and drafting policy documents. Dhawal has worked on diverse transportation projects, including active transportation plans, complete streets design, transportation safety plans, long-range transportation plans, general plans (circulation element), streetscape improvements, traffic impact analysis, parking demand, and transportation funding.

Michael Sahimi is a senior transportation planner whose project experience has allowed him to gain expertise in general transportation planning as well as in active transportation planning, traffic operations analysis, and circulation studies. Additional experience includes parking studies, travel demand modeling, and transit planning. Michael has familiarity working with ArcGIS, TransCAD, and Synchro transportation software. His work has included coordination and SB 743 guidance with several agencies.

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

Task	Erney	Sotelo	Worth	Leahy	Kataria	Sahimi	Phan
	Principal	Project Manager	Expert	Expert	Task Lead	Task Lead	Planner
001 Initiation and Background Document Review							
Background Document Review	1	12	2	2		32	40
002 Community and Stakeholder Engagement							
Engagement Plan	1	4	2	2		12	8
Stakeholder Engagement		16				24	16
Engagement Summary		2				8	16
003 Vision and Goal Setting							
Vision and Goal Setting	1	12	4	2	16		24
004 TDM Program Framework							
Recommended TDM Policy Framework	1	20	8	2	60		80
005 Draft and Final TDM Plan							
Draft TDM Plan	2	16	2		30		30
Final TDM Plan		4			10		10
006 Presentations							
In-person Presentations		16			8		16
007 Project Management							
Project Management	2	10			6	4	
Total hours:	8	112	18	8	130	80	240

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

Resumes provided in Appendix A.

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

Full-time - 307

Part-time – 20 part-time plus 38 on-call and 29 interns

G. Annual turnover rate of staff.

7%

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.

Not Applicable.

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

750 The City Drive, Suite 410, Orange, CA 92868

155 Grand Avenue, Suite 505, Oakland, CA 94612

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

Not Applicable.

III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

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

See scope of work in our separately uploaded Technical Proposal.

B. Reasonableness of your fee to do the work.

Our proposed budget for the scope of work does not exceed funds awarded to the City through Caltrans Sustainable Transportation Planning Grant funding.

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

Kittelson has all resources necessary in-house to meet or improve the tasks outlined in the City’s RFP.

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

We do not anticipate additional resources to complete the requested scope of services.

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

Our depth of resources and one office operational model allows our project managers to reach out to all trained personnel throughout the company to quickly respond to the needs of our clients.

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

Kittelson is prepared to begin work immediately upon receipt of Notice to Proceed.

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

Not applicable.

IV. Demonstrated and Technical Experience

Please describe your company's:

A. Demonstrated record of success on work previously performed.

See Related Experience and Attachment C – Client References sections of our Technical Proposal for details.

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

V. Work Plan:

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

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

Our depth of resources and one office operational model allows our project managers to reach out to all trained personnel throughout the company to quickly respond to the needs of our clients.

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


Not applicable.

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.

Not applicable.

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

Submitted By:

Company Name	Kittelson & Associates, Inc.
Contact Name	Timothy A. Erney
Title	Senior Principal
Signature	
Email	terney@kittelson.com
Phone	714-468-1997
Date	August 13, 2024



The undersigned, being the Chief Executive Officer of Kittelson & Associates, Inc., an Oregon corporation (the "Company"), does hereby certify that at a meeting of the Board of Directors of the Company duly called and held on March 13, 2024, at which a quorum was present and acted throughout, the Board of Directors adopted the following resolution, which has not been modified or rescinded:

WHEREAS, pursuant to Article 2.1 of the Company's Amended and Restated Bylaws, adopted by the Board of Directors on June 13, 2017, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Company's Board of Directors.

WHEREAS, the Company is determined to grant signing authority to certain persons described hereunder.

RESOLVED, that the Board of Directors does hereby authorize and empower the following officers of the Company to sign any and all documents as may be necessary to represent the business interests of the Company:

Brandon L. Nevers, President, Chief Executive Officer
 Lawrence A. Van Dyke, Vice President, Chief Financial Officer

RESOLVED, that the following officers, all of whom have been duly appointed by the Board of Directors to serve as a Vice President of the Company, are hereby authorized and empowered by the Board of Directors to sign: (a) contract documentation involving design-build/alternative delivery projects, (b) office and equipment lease documents and (c) vendor agreements or purchase orders necessary to represent the business interests of the Company:

Marc A. Butorac	David L. Mills
Jane Lim-Yap	Anthony S. Yi
Karl A. Passetti	Bastian J. Schroeder
Bailey R. Lozner	


RESOLVED, that in addition to the aforementioned officers and with the exception of contract documentation involving design build/alternative delivery projects, the following individuals are hereby authorized and empowered by the Board of Directors to execute bid/proposal certifications, affidavits, and other required business solicitation forms, awarded client contracts and addenda, subconsultant contracts and addenda, and other related contract documents, on behalf of the Company:

Michael N. Aronson Justin A. Bansen Chris L. Brehmer Scott G. Beard Adam M. Burghdoff Ryan J. Cunningham Andrew J. Daleiden Sonia A. Daleiden Richard G. Dowling Timothy A. Erney John R. Freeman, Jr.	James M. Hughart Jessica A. Josselyn Matthew J. Kittelson Wayne K. Kittelson Julia A. Kuhn Felipe Ladron de Guevara Janette E. Lennon Laurence V. Lewis Jennifer Musselman Ed J. Myers Dorret C. Oosterhoff	John R. Ringert Conor M. Semler Damian Stefanakis Hermanus J. Steyn Christopher B. Tiesler Mark A. Vandehey John Paul Weesner Wende L. Wilber Susan L. Wright Vamshi Krishna Yellisetty
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RESOLVED, that Kate Sosa, the Company's current People Operations Leader, is hereby authorized and empowered by the Board of Directors to execute recruiting agreements, compensation and benefit management agreements, employment law compliance documentation, workforce certifications, and all manner of other HR related contracts, forms, and documents.

RESOLVED, that this Resolution is effective as of March 13, 2024 (the "Effective Date"), and supersedes all previous resolutions passed by the Board of Directors and/or previous consents of the Board of Directors relevant to signing authority.

Dated this 3rd th day of April 2024.

By: 
Brandon L. Nevers, President and Chief Executive Officer
Kittelson & Associates, Inc.

[See Attached Notarial Certificate]

NOTARIAL CERTIFICATE

State of Virginia

County of Fairfax

Signed before me on April 3rd, 2024 by Brandon L. Nevers, Chief Executive Officer of Kittelson & Associates, Inc.



Notary Public – State of Virginia

Commonwealth Of Virginia
Bonnie Lee Clark - Notary Public
Commission No. 7844836
My Commission Expires 7/31/2027

Document Description

This certificate is attached to Kittelson & Associates, Inc.'s Corporate Resolution of Signing Authority, with an Effective Date of March 13, 2024, consisting of two pages.



List of stockholders, partners, & other owners with ownership

As of January 1, 2024

Office	Name	Title	Ownership %
PDX	Joey Bansen	Shareholder, Associate Engineer	2.440%
CLT	Justin A. Bansen	Shareholder, Principal Engineer	2.440%
BND	Scott G. Beaird	Shareholder, Principal Engineer	2.440%
PDX	Christopher L. Brehmer	Shareholder, Senior Principal	2.440%
ORL	Adam M. Burghdoff	Shareholder, Principal Engineer	2.440%
PDX	Marc A. Butorac	Shareholder, Vice President, Senior Principal, Secretary	2.440%
ORL	Ryan J Cunningham	Shareholder, Associate Engineer	2.440%
BOI	Andrew J. Daleiden	Shareholder, Principal Engineer	2.440%
BOI	Sonia A. Daleiden	Shareholder, Principal Engineer, Director	2.440%
ORL	Michael P. Eagle	Shareholder, Associate Engineer	2.440%
SCA	Tim A. Erney	Shareholder, Senior Principal Planner	2.440%
BOI	Nicholas M. Foster	Shareholder, Associate Planner	2.440%
PDX	Darren Hippenstiel	Shareholder, Principal Engineer	2.440%
PDX	James M. Hughart	Shareholder, Principal Planner	2.440%
FTL	Jessica A. Josselyn	Shareholder, Principal Engineer	2.440%
BND	Matthew Kittelson	Shareholder, Associate Engineer	2.440%
PDX	Julia Knudsen	Shareholder, Associate Engineer	2.440%
PDX	Julia A. Kuhn	Shareholder, Senior Principal	2.440%
PDX	Janette E. Lennon	Shareholder, Controller	2.440%
OAK	Laurence V. Lewis	Shareholder, Principal Planner, Director	2.440%
ORL	Jane L. Lim-Yap	Shareholder, Vice President, Principal Planner	2.440%
OAK	Amy R. Lopez	Shareholder, Associate Planner	2.440%
WDC	Bailey Lozner	Shareholder, Principal Engineer	2.440%
BND	Ryan A. McFadden	Shareholder, Associate	2.440%
OAK	David L. Mills	Shareholder, Vice President	2.440%
RES	Brandon L. Nevers	Shareholder, CEO, President, Senior Principal, Director	2.440%
ORL	Karl A. Passetti	Shareholder, Vice President, Chairman of the Board, Senior Principal	2.440%
MIA	Alicia B. Portal Palomo	Shareholder, Associate Engineer	2.440%
BOI	James E. Reed	Shareholder, Associate Engineer	2.440%
BOI	John F. Ringert	Shareholder, Senior Principal	2.440%
PDX	Anthony M. Roos	Shareholder, Principal Engineer	2.440%
PDX	Wade E. Scarbrough	Shareholder, Principal Engineer	2.440%
WIL	Bastian Schroeder	Shareholder, Senior Principal Engineer	2.440%
BOS	Conor M. Semler	Shareholder, Associate Planner	2.440%
PDX	Hermanus J. Steyn	Shareholder, Senior Principal	2.440%
RES	Chris B. Tiesler	Shareholder, Principal Engineer	2.440%
PDX	Lawrence A. Van Dyke	Shareholder, Vice President, CFO	2.440%
ORL	John Paul Weesner	Shareholder, Principal Urban Planner	2.430%
BOI	Wende L. Wilber	Shareholder, Principal Planner	2.430%
PDX	Susie L. Wright	Shareholder, Principal Engineer	2.430%
PDX	Anthony S. Yi	Shareholder, Vice President, Senior Principal Engineer	2.430%

100.000%

Attachment B: Special Provisions

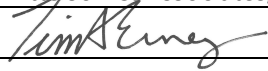
All items below apply to this bid proposal:

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:	Kittelson & Associates, Inc.
SIGNATURE:	
PRINT NAME:	Timothy A. Erney
TITLE:	Senior Principal

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:

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: Kittelson & Associates, Inc. DATE: August 13, 2024

BUSINESS ADDRESS: 750 The City Drive, Suite 410, Orange, CA 92868

SIGNATURE OF REPRESENTATIVE: 

BY: Timothy A. Erney TITLE: Senior Principal

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>See attached Corporate Resolution</u>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
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Attachment C: Client References

Kittelson & Associates, Inc.

(Bidder's Company Name)

1. Client's Company Name:	City of Berkeley
Client Address:	2180 Milvia St, Berkeley, CA 94704
Contact's Name:	Liza McNulty
Contact's Title:	CIP Manager
Contact's Telephone & FAX:	510-981-7320
Contact's Email:	Lmcnulty@cityofberkeley.gov
Scope of Services/Products Provided:	Berkeley Water Transportation Pier-Ferry Project – Parking & Transportation Demand Management
Project Completion Date & Value:	Ongoing \$146,978
2. Client's Company Name:	City of Beverly Hills
Client Address:	455 North Rexford Drive, Beverly Hills, CA, 90210
Contact's Name:	Martha Eros
Contact's Title:	Transportation Planner
Contact's Telephone & FAX:	310-285-2542
Contact's Email:	meros@beverlyhills.org
Scope of Services/Products Provided:	Beverly Hills Transit Needs Assessment
Project Completion Date & Value:	2022 \$58,162
3. Client's Company Name:	Centralina Regional Council and North Carolina Department of Transportation
Client Address:	10735 David Taylor Drive, Suite 250, Charlotte, NC 28262
Contact's Name:	Sarah Niess
Contact's Title:	Senior Planner
Contact's Telephone & FAX:	980-355-2022
Contact's Email:	sniess@centralina.org
Scope of Services/Products Provided:	Greater Charlotte Regional TDM Plan
Project Completion Date & Value:	Ongoing \$400,000
4. Client's Company Name:	City of La Verne
Client Address:	3660 D Street, La Verne, CA 91750
Contact's Name:	Candice Moffitt (nee Bowcock)
Contact's Title:	Principal Planner
Contact's Telephone & FAX:	909-596-8706
Contact's Email:	cbowcock@cityoflaverne.org
Scope of Services/Products Provided:	La Verne General Plan Update and Environmental Impact Report
Project Completion Date & Value:	Fall 2024 \$148,270

Duplicate this form as necessary to complete list.

NONCOLLUSION DECLARATION

(To be executed by Bidder and Submitted with Bid)


The undersigned declares:

I am the Senior Principal of Kittelson, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 08/13/24[date], at Orange [city], CA [state].

By: 
(signature)

Printed Name: Timothy A. Erney

Title: Senior Principal

EXHIBIT "C"

CITY - SERVICES TO BE PROVIDED
TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "D"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **\$119,964.00**.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <http://www.moval.org/biz-lic>.
3. The Consultant will electronically submit an invoice to the City along with documentation evidencing services completed to date as specified in the Request for Proposal. Progress payments will be made in accordance with the payment schedule outlined in the Request for Proposal, but in no case will progress payments be made to the Consultant more frequently than once per month. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at TechInfo-CapProj@moval.org. Accounts Payable questions can be directed to (951) 413-3130.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be

completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

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

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

6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.



Project Name: City of Moreno Valley TDM Plan
 Project Manager: Fernando Sotelo
 Date: Aug 13, 2024

LABOR ESTIMATE - City of Moreno Valley TDM Plan

Task	Notes	Staff	Erney, Timothy	Worth, Phillip	Leahy, Amanda	Sotelo, Fernando	Kataria, Dhawal	Sahimi, Michael	Phan, Karen	WORK TASK/ TASK HOURS	WORK TASK/ TASK COST
			TAE	PSW	ALL	FJS	DXK	MZS	KVP		
001	Initiation and Background Document Review										
	Task 1 labor		1	2	2	12		32	40	89	\$17,574
	Reimbursable Expense										\$0
	Task #001 - Subtotal		1	2	2	12	0	32	40	89	\$17,574
002	Comunity and Stakeholder Engagement										
	Engagement Plan		1	2	2	4		12	8	29	\$6,157
	Stakeholder Engagement					16		24	16	56	\$11,645
	Engagement Summary					2		8	16	26	\$4,785
	Reimbursable Expense										\$0
	Task #002 - Subtotal		1	2	2	22	0	44	40	111	\$22,587
003	Vision and Goal Setting										
	Task 3 labor		1	4	2	12	16		24	59	\$12,126
	Reimbursable Expense										\$0
	Task #003 - Subtotal		1	4	2	12	16	0	24	59	\$12,126
004	TDM Program Framework										
	Task 4 labor		1	8	2	20	60		80	171	\$33,021
	Reimbursable Expense										\$140
	Task #004 - Subtotal		1	8	2	20	60	0	80	171	\$33,161
005	Draft and Final TDM Plan										
	Draft TDM Plan		2	2	0	20	40		40	104	\$20,746
	Final TDM Plan									0	\$0
	Reimbursable Expense										\$0
	Task #005 - Subtotal		2	2	0	20	40	0	40	104	\$20,746
006	Presentations										
	Task 6 labor					16	8		16	40	\$8,375
	Reimbursable Expense										\$140
	Task #006 - Subtotal		0	0	0	16	8	0	16	40	\$8,516
007	Project Management										
	Task 7 labor		2			10	6	4		22	\$5,252
	Reimbursable Expense										\$0
	Task #007 - Subtotal		2	0	0	10	6	4	0	22	\$5,252
TOTAL HOURS			8	18	8	112	130	80	240	TOTAL HOURS	TOTAL LABOR
LABOR RATE			\$348.94	\$284.33	\$233.04	\$262.17	\$189.24	\$199.30	\$166.67		
LABOR COST			\$2,792	\$5,118	\$1,864	\$29,363	\$24,601	\$15,944	\$40,001	596	\$119,683

TOTAL PROJECT BUDGET
\$119,964



**City of Moreno Valley
Rate Schedule
As of August 2024**

Classification	Hourly Billing Rate*
Senior Principal Engineer/Planner	\$303.13
Erney, Timothy	\$348.94
Worth, Phillip	\$284.33
Principal Engineer/Planner	\$268.60
Sotelo, Fernando	\$262.17
Associate Engineer/Planner	\$241.18
Leahy, Amanda	\$233.04
Senior Engineer/Planner	\$194.11
Kataria, Dhawal	\$189.24
Sahimi, Michael	\$199.30
Engineer/Planner	\$166.67
Transportation Analyst	\$144.06
Technician I	\$111.09
Technician II	\$127.11
Senior Technician	\$151.97
Associate Technician	\$187.05
Office Support	\$111.84
Data Analyst / Software Technician	\$148.86
Senior Data Scientist/Developer	\$225.45

**Average classification rates are shown above along with actual rates for key personnel. These rates were developed using Kittelson's audited overhead of 205.03%, 10% profit, and escalated to cover the duration of the project. Overhead and profit will be locked for the duration of the contract. Additional staff may be added at the time services are performed and will be invoiced at the classification level.*

EXHIBIT "E"

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

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

Umbrella or Excess Insurance

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against the City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made

form:

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

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

Acceptability of Insurers

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

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.