

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR
STEEPLECHASE DRIVE RECONSTRUCTION / IRONWOOD AVENUE TO KALMIA
AVENUE PROJECT NO. 801 0107**

This Agreement (hereinafter, this "Agreement") is made and entered into this _____ day of _____ 202__ ("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 **Dewberry Engineers 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:

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DESCRIPTION OF PROJECT

1. The Project is described as Steeplechase Drive Reconstruction / Ironwood Avenue to Kalmia Avenue. Project No. 801 0107.

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 **\$388,650.00** 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. This Agreement shall be effective from effective date and shall continue in full force and effect date through **June 30, 2026**, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

8. (a) The Consultant agrees that the personnel, including the principal Project

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Manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

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

SPECIAL PROVISIONS

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

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

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

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

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

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

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

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirements 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

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

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

14. Indemnification.

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

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

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

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

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

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

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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 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. This Agreement is binding upon the City and the Consultant and their successors

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

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

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

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

26. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third

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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 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

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

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

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

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

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

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

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

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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.

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, which may provide services to City under the Agreement, prior to such person performing any services thereunder. Nothing herein shall be deemed or interpreted to limited a CalPERS retiree’s obligations under applicable law, rules or regulations.

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

Dewberry Engineers Inc.

BY: _____
Mike Lee, City Manager

BY: _____

Name: _____

Date

TITLE: _____
(President or Vice President)

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>

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

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

EXHIBIT "A"

CITY SCOPE OF SERVICES

REQUEST FOR PROPOSAL

2024-058

STEEPLECHASE DRIVE RECONSTRUCTION / IRONWOOD AVENUE
TO KALMIA AVENUE - PROJECT NO. 801 0107

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



RELEASE DATE: October 10, 2024

DEADLINE FOR QUESTIONS: October 31, 2024

RESPONSE DEADLINE: November 7, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Moreno Valley
REQUEST FOR PROPOSAL

Steeplechase Drive Reconstruction / Ironwood Avenue to Kalmia Avenue
- Project No. 801 0107

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

Attachments:

A - Non-Collusion Declaration

B - Project Location Map

C - Vicinity Map and Exhibits

D - Steeplechase Drive Reconstruction 25% Plan Set

E - Consultant Agreement for Project Specific Services_801 0107

1. NOTICE TO BIDDERS

1.1. [Summary](#)

The City of Moreno Valley is seeking professional consultant services for engineering design and landscape improvements. The scope of work includes asphalt pavement, curbs, gutters, crosswalks, sidewalks, driveways, access ramps, retaining curbs/walls, drainage, a decomposed granite (DG) walking path, median landscaping, streetlights, removals, relocations, striping, signage, and other related improvements on Steeplechase Drive from Ironwood Avenue north to Kalmia Avenue, and on the north side of Ironwood Avenue from Vista De Cerros Drive west to Lasselle Street.

You are hereby invited to submit a proposal for providing professional consultant services related to engineering design and landscape improvements for the Steeplechase Drive Reconstruction / Ironwood Avenue to Kalmia Avenue project, on behalf of the Capital Projects Division. The selected consultant may be retained to serve the City through the construction phase, subject to City Council approval.

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.

1.3. [Timeline](#)

RFP Release Date	October 10, 2024
Questions & Answer Deadline	October 31, 2024, 2:00pm
Proposal Due Date	November 7, 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. SCOPE OF SERVICES

3.1. Scope of Services

The Steeplechase Drive Reconstruction project will provide improvements such as asphalt pavement, curbs, gutters, crosswalks, sidewalks, driveways, access ramps, retaining curbs/walls, drainage, a decomposed granite (DG) walking path, median landscaping, streetlights, removals, relocations, striping, signage, and other related improvements on Steeplechase Drive from Ironwood Avenue north to Kalmia Avenue, and on the north side of Ironwood Avenue from Vista De Cerros Drive west to Lasselle Street.

The City has obtained survey data and prepared draft layouts of the median and curb/gutter, as well as associated profiles, for Steeplechase Drive between Ironwood Avenue and Kalmia Avenue. The scope of services for the selected Civil Engineering firm will be to complete the plans to a 30%, 60%, 90%, and Final level, including Engineer's Estimate and Specifications. Please see attached preliminary/draft plans for Steeplechase Drive from Ironwood Avenue to Kalmia Avenue.

The portion of the project on the north side of Ironwood from Vista De Cerros Drive to Lasselle Street has not been surveyed or designed. The selected Civil Engineering firm will procure survey data and develop the design plans to a 30%, 60%, 90%, and Final level, including Engineer's Estimate and Specifications.

Landscape design services are needed for the proposed median on Steeplechase Drive. This project will remove existing mature pine trees from the median and reconstruct a new 12' wide median which will include a 5' wide meandering Decomposed Granite (DG) walking path and decorative landscaping. The selected Civil Engineering firm will provide Landscape plans, exhibits, and renderings, using low maintenance, drought tolerant, and/or native plants and trees (there will be no irrigation in the median).

The plans, specifications, and estimate shall be completed by June 30, 2025.

The scope of civil design and landscape design service includes, but is not limited to:

- Record Research - Obtain necessary records, maps, and as-built plans available from the City, owners, and related agencies
- Perform a land survey to collect data necessary to perform the design and plan preparation of Ironwood Avenue from Vista De Cerros Drive to Lasselle Street, and beyond, as appropriate. The City will provide the existing survey files for Steeplechase Drive, as surveyed by KDM.
- Prepare construction plans including, but not limited to, details, notes, sections, plan and profile sheets, and signing and striping.
- The construction plans shall be submitted to the City for review and comment at the 30%, 60%, 90%, and Final completion stages.
- Submit project Engineer's Cost Estimate and project Technical Specifications along with the 90% submittal.
- Landscape Design services for the Steeplechase Drive median shall include, but not be limited to:
 - Create Landscape Plans and Exhibits
 - An exhibit for public review showing a variety of selectable plants and trees, including pictures and names.

- Landscape Plans and Exhibits shall show the proposed median, location and type of all proposed vegetation, any soft or hard scape, 5' wide DG trail, and suggested amenities (benches, solar lighting, etc.).
- Selected plants and trees must be able to survive and thrive without irrigation.
- Landscape design shall consider community feedback.
- Include trees which can provide shade.

4. PROPOSAL CONTENT

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

4.1. Executive Summary

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

4.2. Technical Proposal

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

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

4.3. Proposed Staff/Team

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

4.4. 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. In addition, the applicable construction support services consultant must list the type and number or hours of geotechnical tests being proposed, as well as the type and number of hours of inspection or survey work within the Proposal. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. The construction support services Consultant is not required to provide a Project Schedule with milestones.
- G. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.
- H. A statement that the Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.
- I. A statement that all charges for Consultant (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
- J. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

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

4.5. [Required Forms](#)

Attachment A – Non-Collusion Affidavit

4.6. [Cost Proposal](#)

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

- A. Cost Proposal that includes all costs associated with the services proposed.
- B. A rate schedule aligned with titles in the resource allocation matrix in Technical Proposal.

- C. The general Scope of Services outlined herein is only provided as a guide in this Request for Proposal.
- D. Itemized tasks and corresponding costs must be identical to the detailed Scope of Services included as part of the Proposer's Technical Proposal.

5. PROSPECTIVE BIDDER QUALIFICATIONS

5.1. Prospective Bidder Qualifications

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

5.2. Minimum Qualifications:

The proposed staff who will be providing 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.

5.3. Education, Training and Licenses:

Registered Professional Civil Engineer License.

6. SUBMISSION OF PROPOSALS

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

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

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

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

7. EVALUATION AND RANKING OF PROPOSALS

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

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Experience and Qualifications</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>

8. AWARD

- A. After conclusion of the Evaluation and Ranking of Proposals processes, a Notification of Intent to Award may be sent to any prospective bidder's selected. 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.

9. SPECIAL TERMS AND CONDITIONS

9.1. 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.

9.2. Public Employees Retirement Law (CalPERS)

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

9.3. Managing Federal and State Funded Projects

As part of the professional consultant services related to engineering design and landscape improvements for the Steeplechase Drive Reconstruction / Ironwood Avenue to Kalmia Avenue project, on behalf of the Capital Projects Division. The selected consultant may be retained to serve the City through the construction phase, subject to City Council approval., the Consultant may be assigned to manage certain federal and state funded projects under FHWA, HUD, FEMA, and/or State Bills (SB). The work and/or services to be provided by the Consultant shall comply with all pertinent local, State, and Federal laws and regulations. The Consultant, therefore, shall be legally able to perform services for Federal or State funded projects.

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

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

9.4. Indemnification

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

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

10. LABOR LAWS, PREVAILING WAGE

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.

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

Notwithstanding anything else to the contrary, Consultant hereby acknowledges that all consultants and subconsultants 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 subconsultant, Consultant shall obtain proof that all such subconsultants have also registered with the Department in accordance with Section 1725.5.

11. Vendor Questionnaire

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

Please download the below documents, complete, and upload.

- [\[A\] Non-Collusion Declarati...](#)

*Response required

11.2. [Project Proposal*](#)

Please upload project proposal.

*Response required

11.3. [Cost proposal*](#)

Please upload cost proposal.

*Response required

EXHIBIT "B"

REVISED CONSULTANT PROPOSAL

RFP#2024-058

CITY OF MORENO VALLEY

Proposal for Steeplechase Drive Reconstruction/Ironwood Avenue to Kalmia Avenue - Project No. 8010107

NOVEMBER 22, 2024



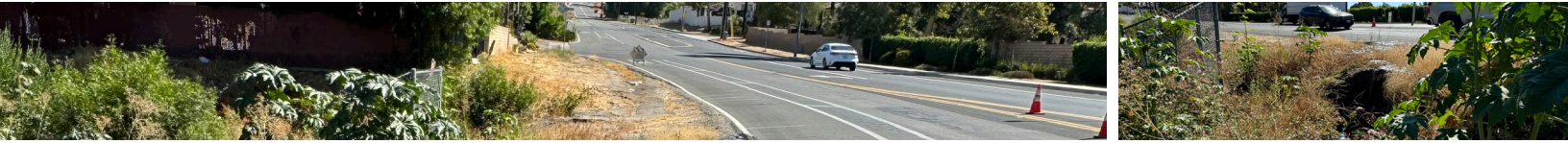
SUBMITTED BY

Dewberry Engineers Inc.
100 Oceangate, Suite 400
Long Beach, CA 90802-4346
562.350.0570

SUBMITTED TO

Attn: Capital Projects Division
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

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COST PROPOSAL	(SEPARATE SUBMISSION)

November 7, 2024

City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552

RE: STEEPLECHASE DRIVE RECONSTRUCTION / IRONWOOD AVENUE TO KALMIA AVENUE - PROJECT NO. 801 0107

Capital Projects Division,

Dewberry is pleased to submit our proposal in response to RFP 2024-058 for professional engineering and landscape services for the City of Moreno Valley's Steeplechase Drive Reconstruction Project. Our team has thoroughly reviewed the RFP, visited the project site, walked the area, and taken the necessary photographs to understand existing conditions. Based on this initial effort, we have developed a detailed proposal to provide comprehensive engineering, landscape design, and project management services. Our goal is to meet the City's objectives for Steeplechase Drive from Ironwood Avenue to Kalmia Avenue, along with enhancements along Ironwood Avenue. We are confident that the Dewberry team is the most qualified to support the City of Moreno Valley with this project.

At Dewberry, we believe that strong project management is essential for successful and timely project delivery. **Rita Montalvo, P.E.** and our selected team members are committed to providing the high level of customer service essential for a successful project. We prioritize the client's needs, and you will find our project approach to be proactive. Our philosophy is to take ownership of the project as if we were an extension of City staff, making project success very important to us, as it directly impacts both your program and our reputation as professional service providers. We are proud to have Rita Montalvo, P.E. serve as our Project Manager. With over 22 years of experience, including two years of direct experience in public works management and managing capital improvement projects, Rita offers a unique perspective and a deep understanding of municipal needs and priorities. Her expertise in coordinating community-centered projects will ensure our approach aligns with the City's goals.

Understanding the City's desire for enhanced roadway functionality and visual appeal, our proposal includes innovative, sustainable design elements. We will focus on incorporating sustainable landscape features, such as drought-tolerant plantings within a decomposed granite pathway, to enrich the community's quality of life while minimizing maintenance and water use along Steeplechase Drive. Additionally, we recognize the City's vision for ongoing improvements along Ironwood Avenue, particularly the planned widening of the north side of the street. Expanding the roadway will improve vehicular flow and enhance the overall experience for drivers, cyclists, and pedestrians by adding a new sidewalk, curb and gutter, and striping.

Dewberry appreciates the opportunity to submit this proposal and is committed to providing outstanding service while delivering on our guiding principles for the benefit of the City in this exciting project.

Sincerely,



Dennis Haglan, P.E.
Senior Vice President, Principal-in-Charge



Rita Montalvo, P.E.
Associate, Project Manager

EXECUTIVE SUMMARY

About Dewberry

Dewberry, a professional S-Corporation with more than 20 years in California, is built upon the principles of dependability, resourcefulness, technical innovation, and strong management. Since its incorporation in New York in 1956, Dewberry has grown to more than 2,400 professionals across more than 55 locations nationwide. With a legacy of more than 65 years of excellence, Dewberry, 100% owned by the Dewberry family, is a nationwide firm providing engineering, planning, architecture, program management, environmental, surveying, mapping, and consulting services to a wide variety of public- and private-sector clients.

Our Long Beach office, where work for this project will be performed, has provided services to many public clients in the local area and around the state.

Dewberry is currently serving more than 50 clients in California with on-call services similar to those currently being requested by the City of Moreno Valley.



Street Improvements Design Experience

CIVIL DESIGN/ENGINEERING

Dewberry's roadway experience includes a wide range of transportation infrastructure work. From large corridor projects with numerous interchanges to local agency widenings in challenging terrain, our transportation and roadway engineers specialize in the following:

- Roadway Design
- Safe Route To School ADA Improvements
- Road Widening, Realignment and Rehabilitation
- Local Streets, Collectors, Arterials, Interchanges, and Roundabouts
- Alternative Modes, Trails, and Class I Facilities
- Feasibility and Planning Studies
- Project Study Reports and Project Reports
- Construction Documents (Plans, Specifications, and Estimate)
- Utility Coordination and Impacts
- Drainage and Stormwater Management
- Right-of-Way Requirements
- Storm Damage and Emergency Repair
- Stormwater Management

Long Beach

100 Oceangate, Suite 400
Long Beach, CA 90802



Regional
Transportation
Employees
54



California
Personnel
115+



Total
Employees
2440+

DEWBERRY CONTACT INFORMATION:

- **Full Legal Name:** Dewberry Engineers Inc.
- **Organizational Structure:** S - Corporation
- **Contact Info:** Rita Montalvo, 562.350.0563
- **Name & Title of Principal Owner/Person authorized:** Dennis Haglan, Senior Vice President, Principal-in-Charge

First-Line Project Manager



Our project manager, **Rita Montalvo, P.E.**, will be the City's primary point of contact for overall delivery of services under this contract and will mobilize Dewberry services and resources to quickly and adequately respond to the City's needs. Rita has more than 20 years of experience working with local municipalities like the City of Moreno Valley.

TECHNICAL PROPOSAL

Approach and Understanding Project Understanding

The City of Moreno Valley is initiating a reconstruction project on Steeplechase Drive as part of its Capital Improvement Program (CPI). Steeplechase Drive is a residential street that runs North and south, located north of the 60 freeway. Due to its existing pavement condition and configuration, the Steeplechase Drive reconstruction Project aims to modernize and improve infrastructure along Steeplechase Drive from Ironwood Avenue to Kalmia Ave and on the north side of Ironwood Avenue from Vista de Cerros Drive to Lasselle Street. This initiative focuses on not only addressing roadway quality and pedestrian safety but also enhancing the environmental and aesthetic elements along this route, as well as improvements that align with Moreno Valley's commitment to sustainability, accessibility, and community engagement.



Dewberry acknowledges the City's objectives to enhance visual aesthetics, increase environmental benefits, and promote community well-being, thereby elevating the quality of life for residents. To achieve these goals, the City intends to implement a bike lane route and undertake the reconstruction of the raised median along Steeplechase Drive. This bike lane will facilitate connectivity to the Ironwood Avenue Bike Lane and adjacent neighborhoods, while the newly designed median will incorporate landscaping elements to enrich the area for the enjoyment of residents.

Project Approach

PROJECT MANAGEMENT APPROACH

Dewberry will apply knowledge and experience to carry out the tasks described in our proposed Scope of Work. Our intent is to partner with the City of Moreno Valley to successfully perform the coordination and construction activities to ready this project for completion as quickly and efficiently as possible. Our approach starts with our project manager, Rita, implementing the six elements highlighted below.

- 1 Project Scope**  Provide a well thought out scope
- 2 Project Team**  Engage an experienced and effective project team
- 3 Budget and Schedule**  Maintain budget and schedule controls
- 4 Quality Reviews**  Perform quality reviews
- 5 Project Risks and Challenges**  Manage project risks and challenges
- 6 Project Communication**  Provide effective communication and coordination

1. PROJECT SCOPE

As exhibited in our scope of work outlined on **page 6**, our success in delivering complex, multi-disciplinary projects is based on a thorough understanding of the project requirements, what each discipline is required to provide, and which design features are realistic and achievable.

2. PROJECT TEAM

To meet City expectations and our standards for quality service on every project issued, we adopt a proactive approach that includes:

ASSIGNING THE RIGHT PROJECT MANAGER

Rita Montalvo, PE, will be the City's primary point of contact for overall delivery of services under this contract and will mobilize Dewberry services and resources to quickly and adequately respond to the City's needs. As project manager, Rita will focus on consistent coordination with the City, maintaining schedule, tracking budget, and concentrating on making continuous progress on all project fronts. Should Rita be unavailable for any reason during the course of this contract, Miguel Ramirez, PE, will act as the Back-Up Project Manager to continue coordinating all project efforts seamlessly.

ESTABLISHING A COMMITTED PROJECT TEAM THAT MEETS ALL CITY ANTICIPATED NEEDS

Our team resources and project organization are directly aligned with specialties requested in the City's on-call civil, structural, traffic and transportation engineering disciplines. Assigning the right people to tasks and ensuring their contract-long commitment have been critical to our success on prior on-call contracts; we have identified as "key" the designated technical leads for each of their respective disciplines.

3. BUDGET AND SCHEDULE

Dewberry is committed to the delivery of projects that are technically successful and fiscally responsible. This is accomplished by using experienced staff equipped with the right tools to help plan and track their projects. Project cost management is twofold: management of the design fees and management of the project construction costs.

APPROACH TO MANAGING THE SCHEDULE

Our approach to managing the schedule focuses on communication, meeting interim milestones, identifying information gaps, and adjusting priorities/resources, if required, to compensate for unforeseen delays as follows:

- **Communication:** Weekly progress meetings will be scheduled with the Dewberry team to develop/ review action item lists and completion status. Results for the weekly internal progress meetings including action items will be shared with City of Moreno Valley staff in conference calls to confirm information requirements, decisions by stakeholders, data availability, and next steps.
- **Meeting Interim Milestones:** Through the use of action item lists, progress will be monitored as deliverables are prepared. By tracking the individual steps necessary in the development of technical documentation and establishing interim goals/milestones, any slippage in schedule will become apparent early in the process and allow for adjustments in resources and priorities.
- **Identifying Information Gaps:** Project delays can occur when key information is not available in a timely manner. The Dewberry team will identify needed data and desired timelines at the Kickoff Meeting and will then follow-up with stakeholders to facilitate information exchange and acquisition.
- **Adjusting Priorities/Resources:** By understanding the status of the project in "real time" versus the desired schedule through the use of interim milestones/action item lists, adjustments in resources (additional "help") will be initiated to accelerate the completion of critical path/high-priority activities to keep the project on schedule.

4. QUALITY REVIEWS

For each project, Dewberry performs detailed quality control reviews at the major deliverable milestones (Conceptual Design, 30%, 60%, 90% and Final level) and assembles an electronic QA/QC binder, which is a "one-stop shop" for the entire project's QC checklists, forms, notes, contract requirements, and submittals. The forms are saved electronically and are accessible to all who are working on the project. Continual checks by the QA/QC Manager are completed to follow and enforce standards and QC procedures.

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Dewberry uses Deltek software for project accounting, timesheet reports, budget reports and invoicing. The scheduling program is used to establish baseline project schedules in accordance with agreed-upon task durations. One of the keys to keeping projects on schedule is delegation of schedule responsibility to the staff. When all staff members working on a project are given complete schedule information, there is a greater sense of urgency to meet those schedules. The project schedule is updated during the course of the project to reflect changes that may occur.

The current project schedule is regularly compared to the baseline schedule to determine the project schedule variances. The project manager will be able to determine quickly if the project schedule is slipping, giving ample time to make management decisions for schedule corrective actions. While the scheduling program is a great forecasting tool for managing the project schedule, it is also important to know the budget status. Dewberry uses the Deltek program to monitor labor and other direct project expenditures. This program is a complete accounting package, with excellent project monitoring capabilities to assist the project manager evaluating project status.

5. PROJECT RISKS AND CHALLENGES

The Dewberry team has performed a preliminary field review of the project site and has an excellent understanding of the project intent and the City's goals. Based on our review we have identified a set of challenges and recommended solutions for the project. These are potential solutions that need more analysis after review of existing documents, as-built plans, once the Ironwood Avenue Survey is completed and after public outreach and community decisions are made about the landscape architecture.

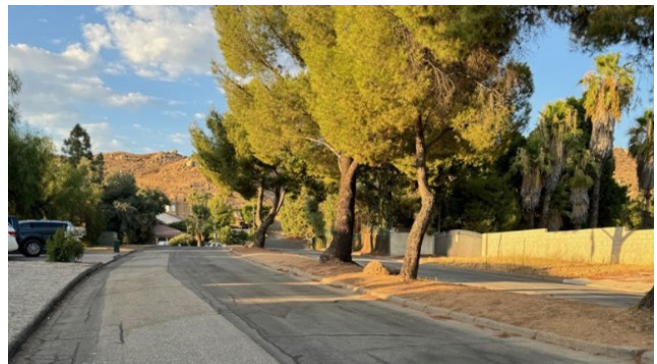
STEEPLECHASE DRIVE

 **KEY ISSUE #1:** *Removal of Mature Trees along Steeplechase Drive Medians*

The removal of mature trees along Steeplechase Drive presents several logistical and community-focused challenges. These trees contribute significantly to the local environment, providing shade, aesthetics, and


habitat, and their removal may raise environmental and community concerns. Mature trees are often seen as valuable assets. Their removal can prompt concerns from residents and local organizations regarding environmental impact, loss of shade, and challenges in the area's character. Removing these trees could disrupt the ecosystem, affecting air quality, soil erosion, and biodiversity.

 **Solution:** To address these challenges we propose preparing an Arborist Analysis/Memorandum outlining the reasons for tree removal, detailed steps for safe tree removal, and post-removal care. This memorandum provides transparency to the City and community with a comprehensive understanding of the tree removal process, measures taken to mitigate impact, and strategies for sustainable landscape restoration.



 **KEY ISSUE #2:** *Driveway Reconstruction along Steeplechase Drive, & temporary construction easement (TCE) at some properties.*

The project consists of improvements within City right of way. However, there are some driveways that might need reconstruction due to their existing conditions. This will require a temporary construction easement.

 **Solution:** Dewberry recommends early resident notification. Notify residents well in advance about the reconstruction schedule, anticipated impacts and the steps taken to minimize disruptions. Dewberry and City Staff will work closely with property owners to establish clear, documented TCE agreements that outline the purpose timeline and scope of access needed for the construction work.



KEY ISSUE #3: *Storm Drain along Steeplechase Drive*

The high point on Steeplechase Drive is at about 45 feet south of Kalmia Avenue. Therefore, Steeplechase Drive carry stormwater tributary to south of Kalmia. To prevent stormwater from concentrating at the intersection of Steeplechase Drive and Ironwood Avenue and overflowing the northwest corner of the intersection of Steeplechase Drive and Ironwood Avenue, a series of drain inlets along Steeplechase Drive may be necessary to collect the water.

Solution: The northwest corner of the intersection also receives water for the cross gutter that carries water coming from the east side of Ironwood Avenue. At this location the City wants to install a pedestrian curb ramp. To prevent overflowing that could impact traffic, pedestrian safety, and infrastructure durability, Dewberry recommends a Hydrology analysis/memorandum of existing conditions and proposed conditions to properly assess the flow patterns and determine the volume of water that needs to be managed. Also, proper resident's outlet drainage would be mitigated with City Standards parkway drains.



KEY ISSUE #4: *Pedestrian walkway and ADA Ramps on raised median along Steeplechase Drive*

Steeplechase Drive has longitudinal slopes that exceed 5%, up to 8.65% presenting a challenge for designing an ADA-compliant pedestrian walkway and ramps that meet accessibility standards while accommodating the natural topography. Creating accessible paths on a median with variable slopes requires innovative design to maintain compliance and usability for all pedestrians.


Solution: Dewberry will design a meandering walkpath, and at a steeper sections, we will design a segmented ramp system with periodic flat landings to break up the slope and allow for resting points. These landings will be spaced to meet ADA requirements while enabling a smooth manageable incline for users. Custom grading and surface treatment will be implemented. Early city and Community input will play an important part on the design process.

Through these innovative solutions, Dewberry will ensure the pedestrian walkway and ADA compliant ramps meet accessibility requirements along Steeplechase Drive's raised median, while maintaining aesthetic quality and cost efficiency. This approach will provide safe, accessible pathways for all users, regardless of physical ability, enhancing Steeplechase Drive as an inclusive, community-center space.


IRONWOOD AVENUE

KEY ISSUE #1: *Retaining walls and reconstruction of outlet culvert box, due to the street widening with the addition of new pavement and sidewalk.*


There are areas along Ironwood Avenue where the existing terrain has steep slopes. With the planned street widening and the addition of new sidewalks, these slopes may become steeper, leading to potential soil erosion and unstable soils. Additionally, at this location, there is an outlet structure that directs stormwater from Elghl Court (cul-de-sac) into Ironwood Drive.

 **Solution:** To address these issues, retaining walls may be installed in locations where elevation changes could cause slope instability and erosion. Dewberry will consider implementing standard walls that are less than 4 feet in height to avoid the need for a detailed geotechnical assessment. These standard walls would ensure stability and safety. Furthermore, Dewberry will evaluate the reconstruction of the existing outlet system that connects Elgl Ct to Ironwood Avenue and develop potential solutions to prevent conflicts between the wall's footing and the storm drain system.



 **KEY ISSUE #2:** *Low point at Ironwood Avenue and reconstruction of existing headway wall and culvert.*

The widening of Ironwood Avenue presents a significant challenge at the low point along the roadway, where the existing drainage infrastructure, including the headwall and culvert, requires careful consideration. This low point collects stormwater from surrounding areas and directs it into the storm drain system maintained by Riverside County Flood Control.

 **Solution:** To address these challenges, the street widening may require the culvert to be extended or repositioned, and the headwall to be reinforced. Based on a hydrology analysis, Dewberry recommends expanding the culvert size to manage the increased runoff from the widened road and adding a new inlet at the low point, with a lateral connection to the existing drainage system.



6. PROJECT COMMUNICATION

Regular communication of project progress and status is a key element of our work plan. In addition to monthly progress reports, we will propose periodic coordination calls with the City project manager and staff to discuss issues, validate assumptions, and identify any delivery concerns or corrective actions. Our goal is that there be no surprises.

Detailed Work Plan

Once a project has an accepted scope and budget, we will begin work to deliver the project immediately. Every project is different but in general our approach would start by performing preliminary engineering so that any environmental clearance or right-of-way tasks can begin as soon as possible. To deliver our on-call projects, Dewberry will follow City, Caltrans, AASHTO, ADA and other requirements and standards as necessary. Our Project Development Process closely mimics the Caltrans process detailed in the Project Development Procedures Manual. Even though our task orders will vary, using this process ensures all aspects of the project are considered, including utilities, right-of-way, and various alternatives considerations.

A. Review and understanding the Project:

Our team at Dewberry begins by conducting a comprehensive review of the project objectives, existing documentation and the scope of work to ensure all team members are aligned with the City's goals and the project's unique requirements. This phase will include: Project Familiarization, Site visit and Analysis, and Preliminary risk assessment.

B. Concept design Development:

With a clear understanding of the project requirements, the concept design phase focuses on creating a high-level vision for Steeplechase Drive and Ironwood Avenue, including preliminary layouts and aesthetic considerations. This phase will include: Initial street Layouts, Preliminary Utility impact evaluation, and Landscape design concepts.

C. Final Design: The final design phase takes the approved concept and refines it into detailed construction documents, this phase will include:

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Detailed drawings at 30%, 60%, 90% and final design. Engineer's Cost Estimate and Specifications will be developed at the 90% stage. Also, quality assurance and quality control (QA/QC) protocols will be followed to ensure the final design meets the City's expectations. Our QA/QC team will review each design milestone, verifying technical accuracy and that the design follows project objectives.

D. Construction Phase: Subject to City council approval, prior project construction, Dewberry can help the city with the necessary bid documents. During the construction phase, Dewberry can review contractor submittals and respond to Request for information (RFIs) to ensure alignment with design intent and specifications, and evaluate and process any required change orders efficiently to manage costs and minimized delays.

This comprehensive work plan, ensures Dewberry's commitment to delivering a high quality project for the City of Moreno Valley with clear processes to manage design and construction goals.

See **Attachment C** for Project Schedule.

Scope of Work and Deliverables

TASK 1 – PROJECT MANAGEMENT

1.1 Project Administration

The project management administration involves organizing and maintaining project documentation, including contracts, reports, and correspondence, providing accessibility and accuracy. Dewberry will provide meeting management, prepare agendas, meeting minutes, budget tracking, scheduling, and monitor project progress to facilitate a successfully completed project that is on time and within budget to the City's satisfaction.

1.2 Meetings (4)

Attend up to four project design meetings with City staff throughout the project. Before the start of the project, a kickoff meeting will be held with appropriate team members to establish the project design protocol and review the project deliverables and the City's requirements. After the kickoff meeting, we will hold design meetings at 30%, 60%, and 90% design to

coordinate with the City's project manager to resolve design project-related issues in a timely matter.

1.3 Quality Assurance/Quality Control

Throughout the project, Dewberry will conduct quality reviews at the various levels of design by incorporating our standardized Quality Assurance/Quality Control Plan. This includes conducting peer reviews of in-house and subconsultant work.

TASK 1 DELIVERABLES

- Project Plan
- Project schedule
- Agendas and meeting notes and minutes
- Monthly Progress reports

TASK 2 – PRELIMINARY ENGINEERING

2.1 Site Investigation

Dewberry will perform a field walk to identify existing pavement conditions, visible utilities, drainage patterns, and other notable features to consider in the engineering design. At the same time, our team will verify that field elements and site conditions are adequately represented on the survey and in the plans provided to us.

2.2 Records Research, Maps and As-builts

Dewberry will work with the City to obtain available documents, right-of-way maps, existing improvement plans, utility plans, and as-built plans that are relevant to the project site. There is a new residential development on the northwest side of Lasselle Street and Ironwood Avenue. Dewberry will work with the City to obtain any proposed improvement plans and reports related to the project, including proposed street plans, proposed drainage, and traffic reports that could affect the project site.

2.3 Survey and Mapping

Dewberry has partnered with KMD Meridian, the survey company that provided the topographic survey along Steeplechase Drive to the City. They are familiar with the area, have worked with the City previously, and will provide the additional topographic

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survey along Ironwood Avenue from Lasselle Street to Vista de Cerros Drive. The information will be provided in AutoCAD format and will contain visible existing features within the survey limits. The Field Topographic Survey will collect sections at 25-foot intervals along Ironwood Avenue and will extend twenty-five feet beyond the BCR and ECR at Lasselle Street, Steeplechase Drive, and Vista de Cerros Drive.

2.4 Utility Identification/Coordination

Dewberry will review as-built plans, utility maps, city records, and site survey to accurately locate and identify existing utilities, such as water, gas, electric, and telecommunications facilities within the project site. The compiled information will be used to create a utility matrix to track and avoid any potential utility conflicts. Early communication with utility providers will help identify possible conflicts or necessary adjustments. Dewberry will coordinate with the City to notify the utility companies about the proposed project.

2.4.1 SOUTHERN CALIFORNIA EDISON (SCE) COORDINATION

We will coordinate with SCE to determine points of connection (transformers) and distribution of power. In addition, we will develop conduit layout plans for each proposed streetlight and connection to power for SCE approval. This coordination includes field meetings with SCE representative.

2.4.2 RIVERSIDE COUNTY FLOOD CONTROL DISTRICT COORDINATION (RCFCD)

Our team will coordinate, prepare, and submit the necessary plans for any modifications to the existing headwall and storm drain (Line R-1) at Ironwood Avenue, which arise from the additional pavement and sidewalk along the north side of Ironwood Avenue. We will work closely with the Riverside Flood Control District's plan check team to address any comments or requested revisions promptly and efficiently.

2.5 Conceptual Plans

2.5.1 STREETS CONCEPT PLANS

Dewberry will prepare conceptual plans for the improvements along Ironwood Avenue, focusing on

the north side of the street. The proposed widening will involve adding a new sidewalk, curb, gutter, bike lane, striping, and retaining walls if needed. The conceptual plans will also address necessary drainage improvements to manage stormwater effectively along Steeplechase Drive and Ironwood Avenue. Once the City approves the conceptual plans, Dewberry will proceed with the final design stage. We will review the plans for Steeplechase Drive provided by the City and incorporate any necessary improvements for the City's approval.

2.5.2 MEDIAN LAYOUT & LANDSCAPE CONCEPT PLAN (STEEPLECHASE DRIVE)

Lynn Capouya Inc., Landscape Architects, will create a conceptual landscape median layout plan that includes planting low-maintenance, drought-tolerant, and native plants. This plan will be presented to the City for review and approval. Additionally, it will be a color-rendered illustrative plan with details of the median hardscape, tree, shrub, and ground cover areas. It will not include an irrigation system. Moreover, a photo image board and descriptive sections will be prepared to assist the City in its public outreach efforts.

2.5.3 STREET LIGHTING RELOCATION PLANS

Dewberry will collaborate with WG Zimmerman Engineering to conduct a photometric analysis along the median of Steeplechase Drive. This analysis will determine the type, number, and spacing of the proposed lighting for the project. It will also help identify existing streetlights that need to be relocated. Additionally, once the proposed pedestrian walkway has been defined, Dewberry and the team will assess whether any of the existing lights conflict with the walkway and if any will need to be relocated.

TASK 2 DELIVERABLES

- Field notes and site photos
- Memo summarizing records research
- Topographic Survey

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- Utility Matrix
- Photometric Study
- Conceptual Street Plans (Ironwood Avenue & Steeplechase Drive)
- Conceptual Design Plan - Color-rendered landscape Plan
- Photo Image Board (1)
- Descriptive Sections (2)

TASK 3 – FINAL DESIGN (30%,60%,90%, & FINAL PLANS)

After the City approves the conceptual plans, Dewberry will prepare the street improvements and landscape package for the review submittals. Submittals will be made to the City at 30%, 60%, 90% and final stages. The submittal package will include the following estimated sheets:

DRAWING DESCRIPTION	NO. OF SHEETS
Title Sheet	1
Typical Sections & Details	1
Steeplechase Drive - Plan & Profile - 1" = 20'	6
Ironwood Avenue - Plan & Profile - 1" =20'	2
Construction Details	2
Signing & Striping Plans - 1"=40'	4
Landscape Plans	14
Storm Drain Plans - Steeplechase Drive & Ironwood Drive	2
Street Lighting Relocation Plans	3
Retaining Wall Plans	2
Total Number of Sheets	37

3.1 30% Submittal

a. Design Plans – Starting with the conceptual plans approved by the City, Dewberry will prepare engineering plans, including roadway improvements, typical sections, signing and striping plans for City review and approval.

3.2 60% Submittal

a. Design Plans – Dewberry will implement the review comments from the City and submit 60% design plans.

3.3 90% Submittal

a. Design Plans – For the 90% submittal Dewberry will include plans, specifications, and an engineer’s estimate.

b. Specifications – The specifications will be prepared using the latest Standard Specifications for Public Works Construction (SSPWC) 2024 latest edition and City of Moreno Valley current format. We will coordinate with the City to obtain their boilerplate contract documents to be included in the specifications package.

c. Quantities & Cost Estimate – A cost estimate will be prepared to provide an engineer’s estimate as a basis for the design. The estimate will show quantities and unit prices for each construction item, contingency cost will be included. Dewberry will research and coordinate with the City to use the latest unit prices available, recent bid prices from other local project, and other data so that the unit prices are current.

TASK 3 DELIVERABLES

- 30% Design Plans
- 60% Design Plans and comments/resolution matrix from City 30% review
- 90% Design Plans, Specifications, and Cost Estimate Package. Comments/resolution matrix from City 60% review

TASK 4 – FINAL SUBMITTAL

Dewberry will provide signed/stamped plans, specifications, and Final Cost Estimate.

TASK 4 DELIVERABLES

- Final Construction Plans, Specifications and Engineer’s Cost Estimate

OPTIONAL TASKS

ARBORIST ANALYSIS/MEMORANDUM

Dewberry will work with Seven Elks Ranch Design, Inc. to prepare an Arborist Report for Steeplechase Drive. The report will consist of the following items:

1. Identification & assessment of 54 Pine trees along Steeplechase Drive.
2. Site Visit & Visual Assessment: Evaluate the overall health, structural integrity, age class, and general site conditions.

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3. Detailed Area Plan & Photographs: Provide a plan and photographs identifying the trees.

4. Detailed steps for safe tree removal, and Recommendations and post-removal care.

GRANT WRITING

As an optional service, support for grant writing can be provided to assist the City in securing funding for the proposed construction improvements. This task will involve identifying relevant grant opportunities, preparing applications, and coordinating with funding agencies to ensure submission of all required documentation are met within the grant deadlines.

DESIGN SUPPORT DURING CONSTRUCTION

Dewberry's project manager and project staff will be available to assist the City during construction. This service provides the City with technical support and design clarifications throughout the construction phase. The scope of work for construction support services will be determined during the final design phase and prior to construction.

DELIVERABLES

- Responses to RFIs and plan Clarification
- Review and approve contractor submittals
- As-built Drawings preparation

Items to be provided by City:

- Applicable as-builts including, but not limited to, street improvements, storm drain systems, utilities (sewer, water, and dry lines), signing & striping, street lighting.
- Survey data collected by KDM on Steeplechase Drive
- Plans, reports (studies, analysis) related to the KB Homes development.
- City Boilerplate Specifications

Scope Assumptions and Exclusions:

Dewberry has made the following assumptions in the preparation of this proposal:

- Meetings are assumed to be virtual, unless noted by the City.
- Additional work will be negotiated with the City prior to work being performed.
- Final Construction plans are to be completed by June 30, 2025

- Community outreach will be during the conceptual phase of the project and conducted by the City.
- No additional survey is needed on Steeplechase Drive.
- Further analysis is needed in order to determine if retaining walls are required.
- Dewberry installing adding a storm drain system along Steeplechase Drive. However, the cost of developing the storm drain plans was not included in the project proposal fee. Dewberry will consult with the City to decide weather to incorporate this new drainage system into the current project or to treat it as a separate project.

Dewberry has made the following exclusions in the preparation of this proposal:

- There will be no proposed sidewalk on Steeplechase Drive.
- No irrigation on medians along Steeplechase Drive.

Related Experience and References



Grant Line Road Widening Project
CITY OF ELK GROVE, CA

Scope: Full design services, including project management, roadway design, utility coordination, public outreach and stakeholder coordination, and construction support.

Approach: Widening Grant Line Road will be done in two phases. Phase I constructed an interim four-lane facility and planned for a future Phase II project (eight-lane facility within the project limits).

Challenges: City/County/JPA/Caltrans Coordination Accelerated Project Delivery, Extensive property owner coordination on access issues and complex phasing analysis.

Final Result: Alternatives for the widening project that maximized the use of the existing pavement, reduced future utility relocation work and preserved the ability to implement the ultimate Capital Southeast Connector project.

Owner
 City of Elk Grove
 8401 Laguna Palms Way
 Elk Grove, CA 95758
 John Griffin
(Now at the City of Galt)
 209.366.7267

Years
 2018-2020

Golden State Boulevard/Golf Road/Berkeley Avenue Intersection
STANISLAUS COUNTY, CA

Owner
 Stanislaus County
 Public Works
 1716 Morgan Rd
 Modesto, California
 95358
 Dennis Bazyuk, PE
 209.525.4150

Years
 2015-Ongoing

Scope: Project management, design, environmental clearance, and public outreach; recently completed 100% PS&E submittal.

Approach: Project aims to provide operational improvement including adequate drainage and improve air quality, ADA compliance, and ped safety.

Challenges: Intersection is web of stop-controlled intersections where Golden State, Golf, S. First St, Paulson Rd, and South Berkeley Ave all meet and form four-way stops – further complicated by UPRR tracks running parallel to Golden State Blvd.

Final Result: Road surface will be raised several feet to accommodate the approx. 4-foot higher railroad crossing. Dewberry performed an Intersection Control Evaluation (ICE) and will convert the un-signalized intersections of Golden State Boulevard and Golf Road into one consolidated four-legged signalized intersection.



South Watt Avenue Widening
SACRAMENTO COUNTY, CA



Scope: Full service environmental and engineering to take the project from concept all the way through construction.

Approach: This project will widen South Watt Avenue from Florin Road to State Route 16 (Jackson Highway) from two lanes to an interim four lanes (ultimate six-lane configuration at major intersections).

Challenges: Promote non-motorized modes of transportation, Provide an all-weather pathway separated from the Cook Riolo Road and Increase pedestrian and bicycle access to the Dry Creek Greenway.

Final Result: Eight foot pathway with varying sections to accommodate utilities and other existing features. The project included utility relocation and right-of-way acquisition.

Owner
 Sacramento County
 906 G Street, Suite 510
 Sacramento, CA 95814
 Steve White, PE, TE
 916.874.5354

Years
 2020 - 2024 (Estimated)



Off System Road Rehabilitation Project TOWN OF PARADISE, CA

Scope: As part of a task order in coordination with FEMA, Dewberry is providing design services to deliver a complete PS&E package.

Approach: Dewberry worked on an accelerated schedule to deliver a PS&E package for approx. 20 miles of roadway by December 2021

Challenges: The pavement structural sections on off-system roads were damaged by motorists abandoning vehicles during the Camp Fire, and by truck traffic over the last 24 months as CAL OES removed more than 3.7 million tons of material which is equivalent to approximately 300,000 truckloads.

Final Result: Dewberry is preparing ADA improvement analysis location and identification, and pavement rehabilitation for approximately 20 miles of off-systems roadways.

Owner
 Town of Paradise
 5555 Skyway
 Paradise, CA 95969
 Jessica Erdahl
 530.872.6291

Years
 2021-2023

San Jose Creek Bikeway – Middle Extent Segment 2 CITY OF GOLETA, CA

Owner
 City of Goleta
 130 Cremona Drive,
 Suite B
 Goleta, CA 93117
 Teresa Lopes
 805.961.7563

Years
 2018 - 2024

Scope: Services include planning assistance, PSSRs, PSR-PDSs, PAED development, final PS&E design, and CEQA/NEPA clearance.

Approach: Project is broken up into 3 segments (northern-middle-southern) from northern Highway 101 all the way south to the beach at Sandspit Road. The project will provide bicycle and pedestrian access between residential and retail centers along Highway 101.

Challenges: The middle extent of the bikeway will follow San Jose Creek and pass under existing bridges. To fit under bridges, retaining walls are required to fit the path into existing bridge embankments. Doing so requires close coordination with Caltrans, SB County Flood Control and Water Conservation District and Union Pacific Railroad.

Final Result: Improved path of travel for bikers and pedestrians, increasing connectivity for the community.



Mariposa Avenue Safe Routes to School Phase 3 CITY OF CITRUS HEIGHTS

Scope: Project Management, Civil Design, and Utility Coordination

Approach: Installation of new curb, gutter, sidewalk, ADA access ramps, bike lanes, drainage, and new LED street lighting. Reconstruction of deteriorated pavement and infill of curb, gutter, sidewalk segments.

Challenges: A lack of proper infrastructure and road safety measures made it difficult for students to walk or bike safely to school.

Final Result: The finished project resulted in continuous sidewalks on both sides of Mariposa Avenue. The project also included significant coordination with property owners and off-site improvements.

Owner
 City of Citrus Heights
 6237 Fountain Square Dr
 Citrus Heights, CA 95621
 Leslie Blomquist
 916.727.4770

Years
 2015-2020

Subconsultant Related Experience and References



Bicycle Corridor Improvement Project
CITY OF GARDEN GROVE, CA

Scope: AIX was responsible for the development of the PS&E package.
Approach: Project consists of bicycle signing and striping improvements on 5 major corridors within the City, totaling 15 miles, and doubling the number of on-street bicycle facilities in the City.
Challenges: The project's biggest challenge was the fixed design and construction budget. Traditional design methods were replaced with practical design methods to meet the budget. The construction budget was also met with the coordination of planned paving projects to allow the improvements to be installed separately.
Final Result: Improvements include improving existing bike facilities and creating new bike routes throughout the City and conform to the City's Bicycle Master Plan. This PS&E project was founded through OCTA's BCIP program with Caltrans D12 oversight of the funding.

Owner
 City of Garden Grove
 Community Development
 11222 Acacia Pkwy,
 Garden Grove, CA 92840
 Alana Chung
 818.518.8551

Years
 2022-2023

Crenshaw Boulevard Transportation Improvement Project
CITY OF INGLEWOOD, CA

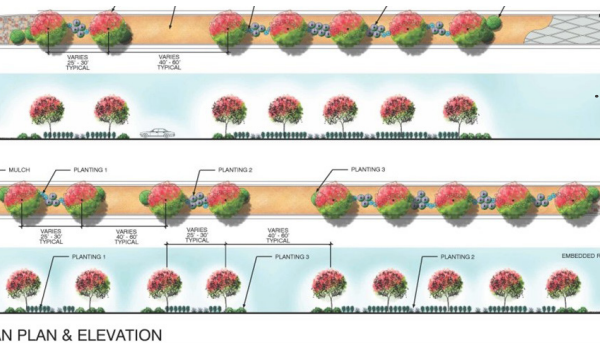
Owner
 City of Inglewood
 1 Manchester Boulevard
 Inglewood, CA 90301
 Eloy Castillo, PE
 310.412.5111 x 8716

Years
 2023-2024

Scope: Project included street and parkway development improvements to increase safety, mobility, and other traffic upgrades, as well as pedestrian, and transit accessibility.
Approach: Goal was to increase connectivity to significant destinations, by means of transit ridership.



Challenges: One of the biggest challenges involved maintaining existing Ficus trees in the medians.
Final Result: Ficus tree alternatives were programmed for future replacements and all plant material selections were made congruent with sustainable practices and utilized drought-tolerant species.



State Route 74 Medians
CITY OF HEMET, CA

Scope: Landscape architecture services for SR-74 was identified for safety improvements for the prevention of cross-median collisions.
Approach: Prevent cross-median collisions with implementation of raised curb medians while maintaining traffic flow.
Challenges: Design challenges included maintaining aesthetics, while also accommodating the City's desire for minimal maintenance and reduced water use.
Final Result: LCI prepared two landscape concepts for a 7-mile median per Caltrans standards. Irrigation was designed as a point source drip irrigation system.

Owner
 Caltrans District 8
 464 West 4th St., 6th Fl
 San Bernardino, CA 92401
 John Stanton, PLA No. 5465
 909.384.7348

Years
 2018-2019

CITY OF MORENO VALLEY

Current Staff Workload

Dewberry has an abundance of experienced technical staff and leadership who will commit the time necessary to successfully complete this project. We have reviewed the team's backlog and current commitments against the potential schedule and projected levels of effort for this project. We have the capacity to meet both anticipated and surge contract demands. Below is a summary of the major project commitments and availability of our proposed Dewberry staff.

CURRENT WORKLOAD COMMITMENTS	AVAILABILITY			
	2025	2026	2027	2028
Rita Montalvo, PE Project Manager Dewberry				
Sacramento County, South Watt Avenue Widening (5% Committed)	5%	5%	5%	5%
City of Long Beach, Rainbow Lagoon Pedestrian Pathway (30% Committed)	30%	10%	10%	10%
City of Long Beach, Convention Center (20% Committed)	20%	20%	10%	10%
Golden State Blvd, Gold Rd, and Berkeley Ave Intersection (5% Committed)	5%	5%	5%	5%
Availability for Steeplechase Drive Reconstruction	40%	60%	60%	60%
Zach Pinagayo Street Improvement Design Dewberry				
Sacramento County, South Watt Ave Widening (15% Committed)	5%	10%	5%	5%
Stanislaus County, Claribel Road Realignment (10% Committed)	5%	5%	5%	5%
Town of Paradise, Off System Road Rehab (10% Committed)	5%	5%	5%	5%
Yuba County, Linda and Dunning Ave Safe Routes to School (20%)	5%	10%	10%	10%
Miscellaneous Projects	0%	10%	25%	25%
Availability for Steeplechase Drive Reconstruction	80%	60%	50%	50%
Joe Villa Street Improvement Design - CADD Designer Dewberry				
CalTrans, CT On Call 06A2761-NCM (85% Committed)	15%	0%	0%	0%
San Jose Creek Bike Trail (North Extent)	10%	0%	0%	0%
Availability for Steeplechase Drive Reconstruction	75%	100%	100%	100%
Rebecca Neilon, PE Additional Resources - Grant Writing (Optional) Dewberry				
Calaveras Council of Governments, Planning and Transportation On-Call, Transit Maintenance and Operations Facility, County Travel Demand Model	20%	20%	20%	20%
San Joaquin Council of Governments, Grant Writing On-Call, San Joaquin County Regional Mobility Hub	20%	20%	20%	20%
City of West Sacramento Grant Writing On-Call, Port Area Infrastructure and Complete Streets Project	20%	20%	20%	20%
Madera County Grant Writing On Call - SR-41 Expressway Project	5%	-	-	-
Amador County On-Call - Amador Bridges	10%	10%	10%	10%
Miscellaneous Projects	5%	5%	5%	5%
Availability for Steeplechase Drive Reconstruction	20%	25%	25%	25%
Flora Diaz Drainage Improvement Design AIX Group				
City of Calimesa, I-10 Cherry Valley DDI (25% Committed)	25%	25%	0%	0%
Availability for Steeplechase Drive Reconstruction	75%	75%	100%	100%
Richard Mayer Surveying and Mapping KDM Meridian				
City of Anaheim, On-Call Consulting Support (15% Committed)	10%	10%	5%	0%
City of Ontario, On-Call Plan Checking (20% Committed)	10%	5%	5%	0%
City of Irvine, 22-25 Consultant Team Program (10% Committed)	5%	0%	0%	0%
Miscellaneous Projects	25%	25%	10%	0%
Availability for Steeplechase Drive Reconstruction	50%	60%	60%	60%

CURRENT WORKLOAD COMMITMENTS	AVAILABILITY			
	2025	2026	2027	2028
Patrick Earl Surveying and Mapping KDM Meridian				
City of Oceanside, On-Call Consulting Support (15% Committed)	10%	10%	5%	0%
City of Fullerton, On-Call Plan Checking (20% Committed)	10%	15%	5%	0%
City of Irvine, 22-25 Consultant Team Program (10% Committed)	5%	0%	0%	0%
Miscellaneous Projects	25%	25%	10%	0%
Availability for Steeplechase Drive Reconstruction	50%	60%	70%	70%
Jane Cataldo Landscape Architecture Lynn Capouya Inc.				
LAX, ATMP Roadway Project (20% Committed)	20%	10%	5%	5%
City of Menifee, Valley Blvd Streetscapes (10% Committed)	5%	5%	0%	0%
LA County, Topanga Creek Bridge Aesthetics (10% Committed)	5%	5%	0%	0%
Miscellaneous Projects	25%	25%	10%	0%
Availability for Steeplechase Drive Reconstruction	55%	65%	85%	95%
Kevin Yamachika Landscape Architecture Lynn Capouya Inc.				
Ca Hwy Patrol, Santa Fe Springs Facility (20% Committed)	15%	15%	15%	15%
City of Menifee, Valley Blvd Streetscapes (20% Committed)	15%	15%	15%	15%
County of LA, Topanga Creek Bridge Aesthetics (15% Committed)	15%	15%	15%	15%
Miscellaneous Projects	15%	15%	15%	15%
Availability for Steeplechase Drive Reconstruction	30%	60%	70%	100%
Brandon Reyes Retaining Walls MNS Engineers				
City of Calimesa, I-10/Cherry Valley Blvd	20%	10%	0%	0%
City of Beaumont, Project Management	5%	0%	0%	0%
County of Riverside, On-Call	10%	10%	10%	10%
Miscellaneous Projects	15%	15%	15%	15%
Availability for Steeplechase Drive Reconstruction	50%	65%	75%	75%
Chad Harden Retaining Walls MNS Engineers				
County of Riverside, Rancho California Bridge	1%	0%	0%	0%
City of Calimesa, Cherry Valley Direct Diamond Interchange	10%	0%	0%	0%
City of San Leandro, Cary-Haas Pedestrian Bridge	10%	0%	0%	0%
Miscellaneous Projects	5%	25%	25%	25%
Availability for Steeplechase Drive Reconstruction	74%	75%	75%	75%
Bill Zimmerman Street Lighting Relocation WG Zimmerman Engineering				
La Mirada, As-Needed Traffic Engineer (15% Committed)	85%	85%	85%	85%
Signal Hill, As-Needed Traffic Engineer (10% Committed)	90%	90%	90%	90%
Laguna Hills, Traffic Engineer, As-Needed Services (5% Committed)	95%	95%	95%	95%
Availability for Steeplechase Drive Reconstruction	50%	50%	50%	50%

Resource Allocation Matrix

Dewberry expects a level of effort from each staff member as listed in the table below. See Cost Proposal file for full breakdown of level of effort and associated costs.

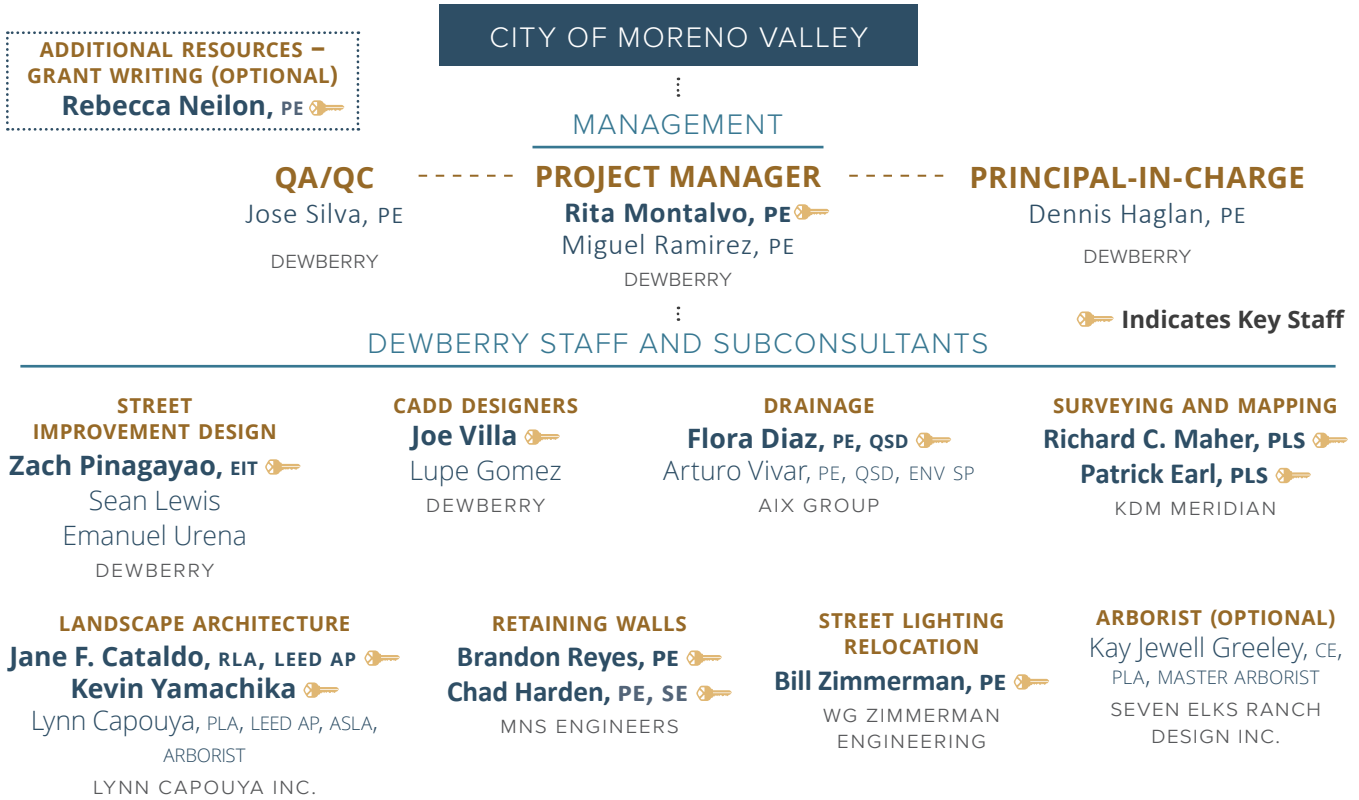
STAFF MEMBER	Task 1 - Project Management	Task 2 - Preliminary Engineering	Task 3 - Final Design (30%, 60%, 90% & Final Plans)	Task 4 - Final Plans	Total by Staff
Dennis Haglan <i>Principal-in-Charge - Dewberry</i>	12	4	16	4	36
Rita Montalvo <i>Project Manager - Dewberry</i>	44	16	46	15	121
Jose Silva <i>QA/QC - Dewberry</i>	20	-	-	-	20
Zach Pinagayo <i>Street Improvement Design - Dewberry</i>	4	36	301	52	393
Joe Villa <i>Street Improvement Design - CADD Designer - Dewberry</i>	4	24	427	45	500
Flora Diaz <i>Drainage Improvement Design - AIX Group</i>	-	76	80	-	156
Rebecca Neilon <i>Additional Resources - Grant Writing (Optional) - Dewberry</i>	-	-	-	100	100
Richard Maher <i>Surveying and Mapping - KDM Meridan</i>	-	13	-	-	13
Patrick Earl <i>Surveying and Mapping - KDM Meridan</i>	-	32	-	-	32
Lynn Capouya <i>Landscape Architecture - Lynn Capouya Inc.</i>	-	3	3	-	6
Jane Cataldo <i>Landscape Architecture - Lynn Capouya Inc.</i>	-	32	32	-	64
Kevin Yamachika <i>Landscape Architecture - Lynn Capouya Inc.</i>	-	35	35	-	70
Kay Jewell Greeley <i>Arborist (Optional) - Seven Elks Ranch Design Inc.</i>	-	-	-	-	-
Brandon Reyes <i>Retaining Walls- MNS Engineers</i>	3	1	1	1	6
Chad Harden <i>Retaining Walls- MNS Engineers</i>	3	3	3	3	12
Bill Zimmerman <i>Street Lighting Relocation- WGZE</i>	-	188	-	-	188
Total by Task	90	463	944	220	1,717



PROPOSED STAFF/TEAM

Organizational Chart and Subconsultants

Dewberry's approach to project staffing is to forecast appropriate expertise needed based on project complexity and potential risks to the City. Our **Project Manager, Rita Montalvo, PE**, will guide personnel listed in the organizational chart to staff this project based on skill set and areas of expertise.



AIX GROUP (DBE)

Street and Drainage Improvement Design

Founded in 2021, AIX Group has quickly grown and become known for engineering and construction management services. For this contract, AIX will provide street and drainage improvement design services.

KDM MERIDIAN

Surveying and Mapping

KDM Meridian is at the forefront of the land surveying industry, specializing in GPS, LiDAR, conventional surveying, and map checking. KDM will provide surveying and mapping services for this contract.

LYNN CAPOUYA INC.

Landscape Architecture

Lynn Capouya is a landscape architecture firm whose efforts will be directed towards design & construction

documentation for pedestrian decomposed granite pathway (including site furnishings/amenities), and drought tolerant planting.

MNS ENGINEERS

Retaining Walls

MNS provides quality infrastructure consulting services to the transportation, water resources, and government service markets throughout California. MNS will assist in project delivery through field investigation, research, and schematic design support.

WG ZIMMERMAN ENGINEERING

Street Lighting Relocation

WGZE offers an array of transportation and traffic engineering services throughout California. For this contract, WGZE will provide a photometric study and produce lighting plans for street light relocation.

Proposed Key Staff, Back-Up Personnel & Qualifications

The Dewberry team is proud to offer the City of Moreno Valley the following key staff to carry out this project. The qualifications and experience of our proposed key staff are shown on the following pages. Full resumes can be found in **Appendix A**. Every applicable staff member from the on-call is listed below.

NAME	QUALIFICATIONS
Dennis Haglan · Principal-in-Charge Dewberry	



YEARS OF EXPERIENCE: 34
LICENSURE: PE • #C51985
EDUCATION: BS • Civil Engineering

Progressive, wide-ranging experience providing planning, design and construction services.

- Dennis has 34 years of experience in transportation design, construction, and project management for state and local agency projects.
- Dennis spent eight years at Caltrans as structures representative, resident engineer and structures local assistance engineer, and provided oversight of the federal Highway Bridge Program (HBP).
- As Principal-in-Charge, Dennis will provide oversight, including internal reviews of the project, budget, and schedule. He will assist Rita with the necessary resources throughout the company based on the City's needs.

Rita Montalvo, PE · Project Manager Dewberry	
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YEARS OF EXPERIENCE: 22
LICENSURE: PE • #C78070
EDUCATION: BS • Civil Engineering

Rita is a seasoned engineer with ample experience providing streetscape improvements throughout Southern California.

- Rita will be the Project Manager assigned to this project, with over 22 years of experience in the design, management, and inspection of Capital Improvement Projects for municipalities.
- She is well-versed in projects involving roadways, grading, storm drains, sewers, signing, and striping.
- Her experience in both private and public sectors makes her a suitable project manager for this contract.

Miguel Ramirez, PE · Back-Up Project Manager Dewberry	
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YEARS OF EXPERIENCE: 18
LICENSURE: PE • #C79733
EDUCATION: BS • Civil Engineering

Miguel has extensive experience with the technical design of roadway and civil infrastructure projects.

- Miguel has 18 years of experience in planning and design of transportation projects specializing in roadway and interchange projects including new and relocated utility pipelines.
- He holds expertise in facilities including highways, local roads, interchanges, intersections, trails, transit facilities, rehabilitation, and drainage improvements.
- As Back-Up Project Manager, Miguel's hands-on management style will focus around providing a high level of service, remaining flexible and available while making sure our team delivers the quality of service the City deserves.

NAME | **QUALIFICATIONS**

Jose Silva, PE · QA/QC | Dewberry



YEARS OF EXPERIENCE: 36
LICENSURE: PE · #C55267
EDUCATION: BS · Civil Engineering

Very knowledgeable in the project development process and on cost-effective and timely solutions throughout the project life-cycle

- Jose has 36 years of experience specializing in the planning, design, and construction of transportation projects.
- His hands-on management style and attention to quality, schedules, and budgets have been a key element to partnering with local agencies, transportation authorities, and numerous Caltrans Districts.
- He has completed a wide range of complex and challenging projects to local, AASHTO and Caltrans standards, including widening and rehabilitation projects.

Zach Pinagayao, EIT · Street Improvement Design | Dewberry



YEARS OF EXPERIENCE: 4
LICENSURE: EIT · #172981
EDUCATION: BS · Civil Engineering

Providing a solid background of roadway design and Civil 3D to the team, Zach is always eager to learn and his attention to detail ensures quality work.

- Zach has four years of experience working for Dewberry Engineers Inc., where he has worked on rail, roadway, telecommunications, and land development projects.
- On these projects, he has helped with plan sheet production and quantity estimates using AutoCAD (Civil 3D), Microstation, and Bluebeam.
- Other previous responsibilities include horizontal and vertical alignment design of roadways, Civil 3D corridor modelling, signage and striping layout, traffic handling and stage construction design, drainage design updates, and ensuring bid items are quantified correctly and accurately.

Sean Lewis · Street Improvement Design | Dewberry



YEARS OF EXPERIENCE: 3
EDUCATION: BS · Civil Engineering

Sean has worked for County of Los Angeles Public Works – Building and Safety Division as a plan checker.

- Sean Lewis has experience working on roadway, telecommunications, and land development projects.
- On these projects, he has helped with plan sheet production and quantity estimates using AutoCAD (Civil 3D), Bluebeam, and all applicable CA building codes.

Emanuel Urena · Street Improvement Design (Back-Up) | Dewberry



YEARS OF EXPERIENCE: 2
EDUCATION: BS · Civil Engineering

Emanuel brings agency experience having served in two internships with the City of Anaheim and City of Stanton.

- Past responsibilities have included designing deliverables including topographic maps, cross sections, profile views, layout, utility, striping, and drainage plans.
- Emanuel understands the importance of complete streets, and how all modes of transportation can benefit ranging from pedestrians, cyclists to motorists. Skills include but are not limited to Civil 3D/Auto CAD and Bluebeam.

NAME	QUALIFICATIONS
Joe Villa · Street Improvement Design – CADD Technician Dewberry	



YEARS OF EXPERIENCE: 27
EDUCATION: AS • Computer Aided Drafting and Design Technology

Joe guides teams in the delivery of civil projects.

- Joe has 27 years of experience in the planning, design and implementation of transportation projects including railroads, roadway, highways and hydrology projects
- He performs quality control and quality assurance reviews. He also supervises and trains CADD technicians.

Lupe Gomez · Street Improvement Design – CADD Technician (Back-Up) Dewberry	
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YEARS OF EXPERIENCE: 9
EDUCATION: AS • Computer Aided Drafting and Design Technology

Lupe is a crucial and active team member on all of the related projects featured in this proposal.

- Lupe has nine years of experience specializing in the planning, design, and construction of transportation projects.
- He has managed and guided civil design teams on the production and delivery of major civil projects.

Rebecca Neilon · Additional Resources – Grant Writing (Optional) Dewberry	
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YEARS OF EXPERIENCE: 21
LICENSURE: PE • #C73737
EDUCATION: BS • Civil Engineering

Extensive background coordinating with Local Assistance and Capital Projects.

- Rebecca has over 21 years of experience in project development and delivery of transportation projects. She specializes in Caltrans Local Assistance Coordination, Local Agency Staff Augmentation, Roadway Design, and Grant Writing.
- Rebecca regularly provides program management, funding assistance, and grant preparation services. Through several contract City Engineer positions and on-call support roles Rebecca has helped obtain and administer funding for a wide variety of projects ranging from storm drain replacement to historic resource preservation.

Flora Diaz, PE, QSD · Drainage AIX Group	
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YEARS OF EXPERIENCE: 10
LICENSURE: PE • #C90445
EDUCATION: BS • Civil Engineering and Environmental Engineering

Experience involves stormwater data reports and designing customized drainage.

- Flora is a professional engineer with nearly 10 years of experience in water quality, stormwater management, and drainage design.
- She excels in developing stormwater data reports and designing customized drainage and temporary water pollution control plans.
- As a skilled deputy project manager, Flora maintains seamless collaboration among external and internal stakeholders throughout the project lifecycle.

NAME	QUALIFICATIONS
Arturo Vivar, PE, QSD, ENV SP · Drainage AIX Group	



YEARS OF EXPERIENCE: 22
LICENSURE: PE • #C70076
EDUCATION: BS • Civil Engineering

His experience includes years of design and management of complex multi-disciplinary transportation projects.

- Arturo is a professional engineer with 22 years of experience in transportation and public works engineering.
- Experience includes Complete Street (Green Streets) design, drainage, water quality design, Active transportation design of bikeways, trails, pedestrian improvements including vision zero design elements, roadway widenings, realignments, pavement rehabilitations, and utility relocation/coordination.
- Arturo’s duties have included project management, technical management, preparation of PS&E, development of reports including analysis and Quality Control/Quality Assurance (QA/QC) compliance in conformance with the Caltrans HDM and Specifications, AASHTO Greenbook design and Specifications, and local agency requirements.

Richard C. Maher, PLS · Surveying and Mapping KDM Meridian	
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YEARS OF EXPERIENCE: 34
LICENSURE: PLS • CA • #7564
EDUCATION: Various Coursework • Civil Engineering | UC Riverside Extension Certificate in GPS Technology | CLSA Seminars/Conferences

Richard has extensive experience providing cutting-edge surveying services for local agencies.

- Richard is a Professional Land Surveyor (PLS) and President and founding member of KDM Meridian.
- With a career spanning over three decades in the land surveying and civil engineering industry, Richard has working with more than one hundred local, county, and state agencies, as well as utility districts.
- His expertise encompasses right-of-way engineering, annexations, construction staking (both heavy and light), design topographic surveys, aerial control networks, legal descriptions, boundary surveys, records of survey, and parcel and tract map preparation and checking.

Patrick Earl, PLS · Surveying and Mapping KDM Meridian	
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YEARS OF EXPERIENCE: 23
LICENSURE: PLS • CA • 8773
EDUCATION: BS • Mechanical Engineering

Patrick’s journey from an entry-level Chainman to a licensed Land Surveyor equips him with a unique perspective and expertise in every aspect of the survey process, making him an effective leader and mentor.

- Patrick joined KDM Meridian as Party Chief in 2008 and has since ascended to the role of Survey Manager. He oversees daily operations of the survey department, including data reduction, mapping processes, topographic mapping, boundary analysis, map checking, and survey calculations.
- Patrick’s comprehensive field experience in topographic, boundary, and construction surveying is complemented by his exceptional office skills, particularly in mapping and producing legal descriptions and exhibits for a diverse range of real property documents.
- Patrick maintains a hands-on approach, managing the team and also participating in project management and field surveys.

NAME	QUALIFICATIONS
Jane F. Cataldo, RLA, LEED AP • Landscape Architecture Lynn Capouya Inc.	



YEARS OF EXPERIENCE: 44
LICENSURE: RLA • #2512, 1984
LEED Accredited Professional
EDUCATION: BS • Landscape
Architecture • Cornell University

Has extensive experience working with drought tolerant landscapes.

- Jane is Design Director/Sr. Landscape Architect at Lynn Capouya, Inc. (LCI) and her experience spans over four decades. She is responsible for directing operations within LCI to ensure consistent design services and delivery.
- Jane is well versed in a broad range of project types including retail development, public plazas, streetscapes and parkways, educational facilities and transportation centers.
- She also has extensive expertise in drought tolerant landscapes and continues to expand her professional skills by achieving LEED certification and pursuing sustainability programs within the framework of landscape architecture.

Kevin Yamachika, PLS • Landscape Architecture Lynn Capouya Inc.	
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YEARS OF EXPERIENCE: 24
EDUCATION: BS • Landscape
Architecture • California State
Polytechnic University, Pomona

Has experience with complex landscape architecture projects

- Kevin is a Landscape Designer responsible for project design and management, interacting regularly with design team leadership to facilitate communications, client service, coordination and drawing/design package preparation.
- With extensive experience in developing sustainable design solutions for a variety of project types, he has become proficient in drought tolerant plant species, plant palette compatibility, and best management practices.
- He understands current water conservation techniques and works with the LCI irrigation design manager to maintain the lowest possible water use and maintenance requirements are realized for the life cycle of the project.

Kay Jewell Greeley, CE, PLA, Arborist (Optional) • Landscape Architecture Seven Elks Ranch Design Inc.	
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YEARS OF EXPERIENCE: 46
LICENSURE: RLA • #4035
Civil Engineer • CA #37396,
Certified Master Arborist • ISA
#WE-1140B, 2012
Certified Arborist • ISA #WE-
1140A, 1002

EDUCATION: Graduate •
Consulting Academy • American
Society of Consulting Arborists
Certificate • Horticulture/
Landscape Planning and Design
• LA Pierce College


BS • Civil Engineering •
University of Southern
California, Los Angeles

- As Principal, Civil Engineer, Landscape Architect and Arborist at Seven Elks Ranch Design, Kay has prepared numerous Arborist reports for large and small scale projects in the Southern California area.
- Kay provides a variety of professional services to a range of clients throughout the public and private sectors; specializing in land planning, site restoration, tree preservation and litigation support. Seven Elk Ranch Design has been in business and incorporated since 2007.


NAME	QUALIFICATIONS
Brandon Reyes, PE · Retaining Walls MNS Engineers	

 <p>YEARS OF EXPERIENCE: 16 LICENSURE: PE • #C79226 EDUCATION: BS • Civil Engineering</p> <p>Conceptual design through to PID, PA&ED, and PS&E phases throughout his experience on multiple significant Southern California projects</p>	<ul style="list-style-type: none"> • Brandon has over 16 years of experience in transportation projects involving a breadth of staffing disciplines, Caltrans, agencies, and local governments throughout California. • Brandon is a solutions-based professional engineer who is actively involved in design strategies, schedule and cost adherence management, and quality assurance. • Brandon’s project involvement ranges from conceptual design through to PID, PA&ED, and PS&E phases throughout his experience on multiple significant Southern California projects.
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Chad Harden, PE, SE · Retaining Walls MNS Engineers	
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 <p>YEARS OF EXPERIENCE: 21 LICENSURE: PE • #C67648 SE • #C5232 EDUCATION: MS • Structural Engineering BS • Civil Engineering</p> <p>Chad continually grows his expertise in seismic design and soil-structure interaction - a longtime Transportation Research Board (TRB) committee member.</p>	<ul style="list-style-type: none"> • Chad has over 20 years of experience with a focus on project delivery for bridges and transportation structures, including structural planning and design, preparation of contract documents (PS&E), and construction administration. • Chad’s experience extends to a variety of structure types and services including load rating and existing structure evaluation, industrial facilities, flood control, water and wastewater structures, retaining walls, and special foundation systems.
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Bill Zimmerman, PE, TE, PTOE · Street Lighting Relocation WG Zimmerman Engineering	
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 <p>YEARS OF EXPERIENCE: 30 LICENSURE: PE • #C48667 TE • #C2254 EDUCATION: BS • Civil Engineering</p> <p>Bill has extensive experience in the production and preparation of PS&E.</p>	<ul style="list-style-type: none"> • Bill has over 30 years of experience in traffic, lighting, highway, and transportation projects. • Professional design experience includes traffic management/project control, traffic operation systems, communication systems, incident and verification systems, traffic studies, traffic management plans, planning studies, highway design, arterial design, local street design, and municipal engineering. • Bill has provided project management, engineering, and design for several state and local highway/roadway projects that include traffic operation and communications systems, interchanges, and major intersections.
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REQUIRED STATEMENTS

Dewberry's responses to the required statements referenced in the RFP can be found below:

- A.** Dewberry's proposal is incorporated in its entirety.
- B.** Dewberry acknowledges the proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by Dewberry and the Mayor or City Manager of Moreno Valley.
- C.** Dewberry's Services to be provided, and fees are in accordance with the City's RFP.
- D.** Dewberry has no additions or exceptions to the City's Request for Proposal.
- E.** Dewberry provided projects 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 Dewberry'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 has been submitted with this proposal.
- G.** Dewberry's subconsultant qualifications and references are provided in the above pages.
- H.** Dewberry acknowledges and understands that the Consultant will not be allowed to change subconsultants without written permission from the City.
- I.** Due to the nature of the contract, Dewberry provided standard hourly rates. Dewberry confirms that all charges for Consultant (construction) services will be a "Not-to-Exceed Fee".
- J.** Dewberry 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 Agreement objectives.
- K.** Dewberry will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
- L.** A copy of Dewberry'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 is provided. An itemized cost breakdown for the work described herein has been submitted in a separate file, entitled Cost file, as part of the Consultant's Proposal submittal. Dewberry understands all extra work will require prior approval from the City.
- M.** Dewberry will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- N.** Dewberry acknowledges all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations, the strictest shall be adhered to.
- O.** Dewberry shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
- P.** Dewberry shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

CITY OF MORENO VALLEY

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

R. Dewberry 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.

APPENDIX A: Staff Resumes



Dennis Haglan, PE

PRINCIPAL-IN-CHARGE

Dennis has 34 years of experience in transportation design, construction, and project management for state and local agency projects, including: new bridges; bridge replacement; rehabilitation; and seismic retrofit projects. Dennis spent eight years at Caltrans as structures representative, resident engineer and structures local assistance engineer, and provided oversight of the federal Highway Bridge Program (HBP). He has significant experience with collaboration, gaining consensus, and leading public outreach efforts.

- **FIRM**
Dewberry Engineers Inc.
- **EDUCATION**
BS • University of California, Davis • Civil Engineering • 1989
- **REGISTRATIONS**
Professional Engineer • CA #C51985
- **YEARS OF EXPERIENCE**
Dewberry • 16
Total • 34

City of Goleta, Ekwill Street and Fowler Road Extension

Principal in Charge for the design of a soil nail wall along the southbound SR-217 off-ramp. The project provided a new roundabout at the SR-217/Hollister Avenue intersection to improve traffic flow. The soil nail wall was in Caltrans right of way and subject to Caltrans review. The new wall accommodates the re-aligned off-ramp geometry and has a maximum height of 20.5-feet. This extension/reconstruction project will improve east-west traffic circulation near Old Town Goleta. The existing roadway will be reconstructed and widened to provide new curb, gutter, sidewalk, and on-street bike lanes. The existing pavement has deteriorated and will need to be rehabilitated to accommodate the additional traffic that will use Fowler Road.

City of Rancho Cordova, Zinfandel Pedestrian Overcrossing

Dennis was Principal in Charge for the Zinfandel Pedestrian Overcrossing project, which will provide a separated ADA-accessible bicycle and pedestrian path over Highway 50 connecting White Rock Road on the south to the retail businesses and Zinfandel Light Rail Station to the north with a recently secured \$20M Active Transportation Program grant.

City of Gilroy, Sixth Street Streetscape

Dennis was Project Manager assisting the City with coordination of the environmental clearance with Caltrans Local Assistance for this federally funded streetscape project. The project included wide decorative sidewalks; curb bulb-outs; pedestrian-scale lighting; street trees; landscaping; street furniture; signing, and striping.

Anaheim Transportation Network, Strategic Planning Partnerships Anaheim Connects Multimodal Transit/Transportation Plan

Dennis was Project Lead for the finance and delivery plan that included proposed capital investments, a capital funding plan and delivery approach, potential revenue sources to support long-term operations, and considerations for institutional and operational relationships. The team worked in collaboration with the Anaheim Tourism Improvement District Transportation Committee, the City of Anaheim Public Works Department, as well as the resort, community, and adjacent developments. The study area extended from the Anaheim resort area to the Platinum Triangle.



Rita Montalvo, PE PROJECT MANAGER

Rita has 22 years of engineering experience in the design and construction of public works projects for roadways, grading, storm drains, sewers, signing and striping. She has provided design support for agencies and cities throughout Southern California on grade separations, street rehabilitation and street widening. Rita has extensive experience coordinating with utility owners, subconsultants and project stakeholders, enabling her to understand project challenges and address them quickly, helping the team stay on budget and on schedule. In addition to her experience in the private sector, Rita has 2 years of experience in the public sector, where she was in charge of the Public Works Engineering Department and managed all their capital improvement projects (CIP) during the design and construction phases.

- **FIRM**
Dewberry Engineers Inc.
- **EDUCATION**
California Polytechnic State University, Pomona
- **REGISTRATIONS**
PE • #C78070
- **YEARS OF EXPERIENCE**
Dewberry • 3
Total • 22
- **REFERENCE**
City of Montebello
Mike Bagheri, PE, TE
Traffic Engineer
MBagheri@montebello.gov

Work with City of Montebello, CA (2022-2024)

Assistant Director of Public Works – City of Montebello

- Managed the Engineering Department, staff and Capital Improvement projects.
- Managed and coordinated with the consultant the completion of the City of Montebello Americans with Disabilities Act Transition Plan and Self-Evaluation Report, and prepared staff report for the City Council Meeting.
- Managed and coordinated with the consultant the completion of the City of Montebello Systemic Safety Analysis Report/Local Road Safety Plan (SSARLRSP).
- Coordinated with the City of Montebello Transit Department on the completion of their First Mile Last Mile Master Plan (FMLM).
- Collaborated on the preparation of the 5-year annual street resurfacing plan using the Pavement Management System Report (PMS).
- Coordinated the agreement with Los Angeles County on the Traffic Signal Synchronization Program (TSSP) For Olympic Blvd, Washing Blvd and Beverly Blvd.
- Coordinated with City of Pico Rivera on the Washington Bridge Widening Project.
- Managed the Annual Street Improvement Projects, Fiscal Year 23-24. Annual Street Slurry Seal Project (CIP 892), Annual Concrete Project (CIP 891), and HYRAP Street Project (CIP 897).
- Coordinated with San Gabriel Valley Council of Governments (SGVCG – Lead Agency), Design team and construction team, the construction of the Montebello Grade Separation Project.
- Managed the construction of the CIP 883 Beach Street Rehabilitation Project, which consisted of street grind and overlay, ADA curb ramps reconstruction, and Driveway reconstruction.
- Managed and coordinated with the consultant on the Garfield Ave & Via Campo Bus Turnout Project (CIP 890) during the environmental stage.
- Managed and coordinated with the consultant and USARMY on the Lincoln Avenue Relocation Project.
- Managed the On-Call Engineering Services.

- Coordinated the design/Plan checking services of the following projects with the Fire Department, Park & Recreation, and Building & Safety Department: Fire Station #56, Montebello Dog Park at Acuna Park, Senior Center Renovation Project, and Rio Hondo Access Improvement Project.
- Coordinated with the Planning Department, and Building & Safety on the following Land Development projects: Cesar Chavez Foundation – 6th Street/Affordable Housing, 129 & 133 N. Poplar Ave – 3 Stories Residential Apartment Building, Montebello Hills Residential Development.
- Provided Support for the Traffic & Safety Commission.
- Listened and Responded to Resident complaints.
- Revised Street work permits, worked with Traffic Engineer on traffic control plans and performed street work inspections.
- Coordinated with the Public Works Maintenance Department on resident complaints regarding sidewalk repairs, emergency work related to sewer, storm drain and traffic signals.
- Coordinated with Water Purveyors on street work.

Work with Dewberry (2020-2022)

Placer County, Watt Avenue at Dry Creek Bridge Replacement Project

Roadway engineer for geometric design on the bike paths and driveways along the Southside of the proposed bridge along Watt Avenue as well as grading and drainage design. She also performed sight distance calculation checks. This project is located along Watt Avenue, northwest of Roseville. Objectives include replacing the existing bridge to meet future land use and circulation demands, meet regional flood control objectives, improve roadway safety and structural load capacity, and provide a bridge and roadway facility that meets current design standards. (2020 – 2021).

San Jose Creek Bikeway – Middle Extent Segment 2 – Armitos Avenue to Calle Real, Goleta, CA

Roadway engineer who provided alternatives for the alignment of the class I bike path along San Jose Creek to minimize impacts to the adjacent properties. Work included extending the proposed bike path to the intersection of Kellogg Avenue and Calle Real. Rita analyzed the slope rock protection along the San Jose Creek Channel, especially in areas where the side slopes are steep, and potential solutions for the new location of pipes that outlet into the San Jose Creek. The purpose of the project is to provide project approval and environmental documentation (PA&ED) for Segment 2. The path will be constructed along the top of the west bank of San Jose Creek, except at the railroad, Highway 101 and Calle Real bridges, where the path enters the creek to cross under these bridges. The bikeway layout under the UP Bridge has been given conceptual approval by UP. (2020 – 2021).

Town of Paradise, Off System Road Rehabilitation Project – FEMA, Paradise, CA

Roadway engineer for ADA improvement analysis, location and identification, and pavement rehabilitation for approximately 20 miles of off-systems roadways. Due to the recovery efforts and debris removal operations within the Town, the roadway infrastructure sustained heavy damage. Dewberry worked on an accelerated schedule to deliver a complete PS&E package for nearly 20 miles of off-system roadways by the end of 2021. (2021)

Work with Previous Employers

City of Yorba Linda, Savi Ranch Parkway and Yorba Linda Boulevard street widening project

Deputy project manager for the preparation of a project Report & Environmental Document for the widening of Savi Ranch Parkway and Yorba Linda Blvd. The project consists of the preparation of preliminary engineering plans, 35% design level and a technical memorandum for Savi Ranch Parkway. For Yorba Linda Blvd, the task includes preliminary engineering, advance planning study for structure widening, preparation of a Project Report and the Initial Study/ Mitigated Negative Declaration for environmental clearance (CEQA). (2018-2020)

City of Industry & Alameda Corridor East Construction Authority (ACE), Turnbull Canyon Road Grade Separation

Responsible for the final design and preparation of roadway plans for the at-grade crossing at the Union Pacific Railroad (UPRR) Corridor. The project consists of constructing Turnbull Canyon road into a two-lane elevated roadway over the UP tracks with frontage roads to maintain access to adjacent properties and local streets. This Grade separation includes roadway improvements, a five span roadway bridge, retaining walls, pedestrian ramps, San Jose bridge replacement and storm drain and utility relocations. (2018-2020)

Riverside County & City of Jurupa Valley, Jurupa Road Grade Separation Project

Roadway engineer for preliminary analysis of the overpass alternative alignment. The City of Jurupa Valley and the County of Riverside were in the process of selecting a desired alternative for the grade separation of Jurupa Road at the UPRR at-grade crossing. Rita assisted in the preparation of preliminary plans for the overpass alternative. She analyzed Horizontal Alignments for Jurupa Road, and prepared various horizontal alternatives for the connector road from Van Buren Boulevard to Jurupa Road overpass, and developed centerline profiles for Jurupa Road and Felspar Street. Rita was involved in utility tracking and water, sewer, overhead and storm drain design and relocation. (2019)

City of Fullerton, Raymond Avenue Grade Separation

Lead engineer responsible for overseeing the design and preparation of streets, grading, and utility plans. Coordinated design items with project team, and agencies. Ms. Montalvo provided construction support when it was needed. (2015)

City of Industry, Nogales Street Grade Separation

Design engineer responsible for engineering design of roadway plans and profile of a temporary road, Charlie Road at-grade crossing at the Union Pacific Railroad (UPRR). Also provided engineering design of grading plans due to the geometric alignment of the temporary road, prepared CPUC application, and assisted in the preparation of signing and striping plans for Nogales Street and Charlie Road. (2014)

City of San Bernardino, 4th Street Streetscape Improvements

Project engineer that provided engineering design of roadway plans for the new parking configurations of 4th Street. Also prepared grading plans, horizontal control plans, and demolition plans for the proposed improvements. (2005)

Orange County Transportation Authority (OCTA), Orangethorpe Avenue Grade Separation

Design engineer that assisted in the preparation of storm drain plans. Prepared driveway details plan and profile. Prepared grading plans for Lakeside Plaza, parking lot improvements, prepared sight distance calculations for Orangethorpe Avenue, Crowther and Miller Street, and Chapman Avenue. (2015)

LAX, Lower Level-Traffic Signal Modifications and ADA Ramps Construction

Design engineer that assisted in the preparation of Traffic signal plans, pedestrian push buttons, crosswalks and ADA ramps for the lower level of the LA airport along World Way North and South. (2016)



Miguel Ramirez, PE

BACK-UP PROJECT MANAGER

Miguel has 18 years of experience in the planning and design of transportation projects specializing in roadway and interchange projects. As a Project Engineer, he specializes in the design of transportation facilities including highway, local roads, interchanges, intersections, multi-use trails, transit facilities, rehabilitation projects, and drainage improvements. He possesses technical expertise in alternative development, geometrics, utility coordination, and preparation of preliminary and final design plans, specifications and estimates (PS&E). Miguel possess experience in preparing project study reports and project reports, DIB-78 checklists, Design Exception Fact Sheets, scopes and fees. He is experienced in coordinating with utility companies, subconsultants and with various clients.

- **FIRM**
Dewberry Engineers Inc.
- **EDUCATION**
BS • Civil Engineering
• California State University, Sacramento
- **REGISTRATIONS**
PE • #C79733
- **YEARS OF EXPERIENCE**
Dewberry • 11
Total • 18

Sacramento County, South Watt Avenue Widening – Florin Road to SR 16

Project Manager for the replacement of the South Watt Avenue Bridge over Morrison Creek. The new bridge is a 75-foot-long PC/PS wide flange girder superstructure on strutted abutments. The project included designing many utilities including large diameter water lines, sewer lines, and communication lines. The project also included the non-standard design of 350 foot of retaining wall on poor soils and against right-of-way constraints.

City of Elk Grove, Grant Line Road Widening - Waterman Road to Bradshaw

Project engineer responsible for widening of Grant Line Road between Waterman Road and Bradshaw Road. This section of Grant Line Road is part of the Capital SouthEast Connector Project (Connector Segment B2) and is designated as a thoroughfare by the City of Elk Grove and the Connector. Thoroughfare segments are planned to be a moderate-speed, partially divided, access-limited roadways with at-grade intersections. Leading the design efforts, including PS&E, utility coordination, project team coordination, and construction support services. This project re-aligned Waterman Road creating a safer inter-section with Grant Line Road, installed a new signal, and constructed master plan drainage improvements. Project design tasks performed included geometric design, profile design, grading, drainage design, sanitary sewer design, signage, and pavement delineation.

Stanislaus County, Golden State-Golf-Berkeley Avenue Intersection Project

Project manager responsible for providing plans, specification and estimates (PS&E) for roadway and civil improvements. Golden State Boulevard, Golf Road and Berkeley Avenue was originally a State Highway intersection with 2 local roads. In 1973, this segment of State Route 99 was relinquished to Stanislaus County and the Turlock Bypass was opened. Since, a mix of low density residential and industrial developments have populated the surrounding area and today the intersection is one of the worst intersections in the County from an operational standpoint. Dewberry is currently working on the analysis of various different intersection alternatives by performing a "light" Intersection Control Evaluation (ICE) process in which two alternatives 1. Roundabout vs. 2. Signalized Intersection are being analyzed and compared by a set of criteria determined by the Project Development Team (PDT).



Jose Silva, PE QA/QC

Jose has 36 years of experience specializing in the planning, design, and construction of transportation projects. His attention to quality, schedules, and budgets have been a key element to partnering with local agencies, transportation authorities, and numerous Caltrans Districts. Jose focuses on cost-effective and timely solutions throughout the project life-cycle to meet client requirements and accommodate future conditions. Jose is very knowledgeable in the project development process. He has completed a wide range of complex and challenging projects to local, AASHTO and Caltrans standards, including, utility relocations, local street improvements, and traffic handling projects, and widening and rehabilitation projects. His experience includes value analysis, constructability and safety reviews, and quality control reviews. He has exceptional technical ability to produce high-quality design plans, specifications, estimates, and reports.

- **FIRM**
Dewberry Engineers Inc.
- **EDUCATION**
BS • Civil Engineering
• California State University, Chico
- **REGISTRATIONS**
PE • #C55267
- **YEARS OF EXPERIENCE**
Dewberry • 11
Total • 36

Stanislaus County, North County Corridor PA&ED and PS&E

Design Manager responsible for completing Project Approval and Environmental Document (PA&ED) in coordination with Caltrans District 6 and 10, Stanislaus County, Cities of Modesto, Riverbank and Oakdale. The expressway is approximately 18 miles with numerous signalized intersections, roundabouts, interchanges, local street improvements and widening of SR 219. Phase 1 of the North County Corridor includes developing the plans, specifications and estimate (PS&E) from Oakdale Road to Claus Road. This \$140 million, 3-mile long stretch includes the design of various local streets, interchange, bridges over Hetch Hetchy Water and Modesto Irrigation District canal, and railroad grade separation over the BNSF railroad. Extensive utility coordination, verification, and relocation design of wet and dry utilities is included. Stage construction and traffic control plans are developed to construct improvements including underground pipelines and overhead facilities.

City of Citrus Heights, Mariposa Avenue Safe Routes to School Phase 3

Project Manager responsible for providing plans, specifications, and estimate (PS&E) for the roadway and civil improvements including new curb, gutter, sidewalk, ADA curb access ramps, bike lanes, drainage improvements, lighting, and wet and dry utility relocations. The project included developing stage construction and traffic handling plans. Jose also served as Utility Coordinator and prepared the documentation (NTOs, ROIs & UAs) for Caltrans approval and certification.

City of Goleta, Ekwil Street and Fowler Road PS&E

Design Manager responsible for final design of two new roads and modification of SR 217/Hollister Avenue interchange. The interchange ramps flow into a roundabout at Hollister Avenue. The project includes street reconstruction, bridges, pedestrian and bicycle facilities, drainage, stage construction, traffic handling, and right of way acquisition. Extensive wet and dry utility coordination, verification and relocation was required.



Zach Pinagayao, EIT

STREET IMPROVEMENT DESIGN

Zach specializes in Transportation engineering. He has been certified as an Engineer-In-Training and is in the process of obtaining his Professional Engineer License. Zachary has two years of experience working for Dewberry Engineers Inc., where he has worked on rail, roadway, telecommunications, and land development projects. On these projects, he has helped with plan sheet production and quantity estimates using AutoCAD (Civil 3D), Microstation, and Bluebeam.

- **FIRM**
Dewberry Engineers Inc.
- **EDUCATION**
BS • Civil Engineering •
University of California,
Irvine
- **REGISTRATIONS**
EIT • CA • Certificate No.
172981
- **YEARS OF EXPERIENCE**
Dewberry • 3
Total • 4

Sacramento County, South Watt Avenue and Bridge Replacement Project

Staff engineer who assisted in the design of curb ramps, bus turnouts, bike ramps, and driveways. In addition, Zach addressed and provided responses to the comment response matrix, and helped with general plan preparation.

City of Goleta, San Jose Creek Bike Path, Northern Extent

Staff engineer who assisted in vertical profile design, corridor and surface modeling, grading and drainage design, pavement delineation and sign placement, rock slope protection layout, traffic handling layout, and erosion control. In addition, Zach coordinates with Dewberry's structural engineering team, environmental and electrical subconsultants, UPRR and CALTRANS. Zach is also involved in plan preparation and taking quantities for the engineering estimate.

Stanislaus County, Caltrans, North County Corridor – Claribel Road Realignment

Tasks include checking and updating quantity estimates for the 60 percent submittal, calculating earthwork estimates, and contributing to organizing callouts for plan sheets such as drainage, removal, and typical sections.

Town of Paradise, Off System Road Rehabilitation Project – FEMA

Tasks include producing typical sections, creating match-lines and station equations, producing keymaps, adding curve data tables, and ensuring final plan sheets have complete and organized callouts.

TransDev for Southern Florida Regional Transportation Authority (SFRTA), Grade Crossing Rehabilitation, Various Locations, FL

Staff engineer providing on-call services to document upgraded grade crossings on Tri-Rail / CSX rail corridor. Tasks include taking quantities of different types of rail ties, measuring distances between welds, reading a survey file to create a table of coordinates for asphalt, concrete panels, ADA mats, and sidewalk points, and producing as-built drawings of upgraded at-grade crossing.

Confidential Client, Electric Vehicle Charging Stations

Dewberry is providing final design of EV charging station locations within California. To date Dewberry has designed more than 20 sites; efforts include design review adhering to local jurisdiction, client and ADA standards, multi-discipline coordination, and client coordination. Zach verifies the client's proposed layout complies with the AHJ and ADA standards, as well as their own standard design specifications. He then drafts the layout and he organizes the final civil plan sheets, making sure to call out proposed striping, proposed asphalt and concrete elevations.



Sean Lewis

STREET IMPROVEMENT DESIGN

Sean has experience working on roadway, telecommunications, and land development projects. On these projects, he has helped with plan sheet production and quantity estimates using AutoCAD (Civil 3D), Bluebeam, and all applicable CA building codes. Prior to joining Dewberry, Sean worked for the County of Los Angeles Public Works – Building and Safety Division as a plan checker. Sean is currently pursuing a master’s degree in civil engineering with an emphasis in Geotechnical/Transportation and is also pursuing his E.I.T certification.

- **FIRM**
Dewberry Engineers Inc.
- **EDUCATION**
MS Candidate • Civil Engineering • California State University, Long Beach
BS • Civil Engineering • California State University, Long Beach
- **YEARS OF EXPERIENCE**
Dewberry • 3
Total • 3

Sacramento County, South Watt Avenue and Bridge Replacement Project

Staff Engineer who assisted in preparation of right-of-way exhibits, laid out proposed roadway, and design of all required roadway elements. Created alignments, profile, roadway corridor. Assisted in development of utility plans and aided in relocation of all utilities that fell within the project scope. Designed curb returns, Curb ramps – Compliant with CA ADA requirements, Bus turnouts, and bike ramps. Design and generated plans for the construction staging process. Generated quantity reports for entire project.

City of Goleta, San Jose Creek Bike Path, Northern Extent

Staff engineer supporting the final design of a Class I multipurpose path for the City of Goleta. Engineering services include design of path geometry and associated grading/drainage, as well as preparation of plan sheets. Prepared project quantities and engineering estimate to support delivery of this project.

Stanislaus County, Caltrans, North County Corridor – Claribel Road Realignment

Tasks include checking and updating quantity estimates for the 60 percent submittal, calculating earthwork estimates, and contributing to organizing callouts for plan sheets such as drainage, removal, design of fiber rolls, and typical sections.

Town of Paradise, Off System Road Rehabilitation Project – FEMA

Sean served as a graduate engineer for this FEMA project. Dewberry is preparing ADA improvement analysis location and identification, and pavement rehabilitation for approximately 20 miles of off-systems roadways. Due to the ongoing recovery efforts and debris removal operations within the Town, the roadway infrastructure has sustained heavy damage. Dewberry will work on an accelerated schedule to deliver a complete PS&E package for nearly 20 miles of off-system roadways by the end of 2021. Sean’s tasks include producing typical sections, creating match-lines and station equations, producing keymaps, adding curve data tables, and ensuring final plan sheets have complete and organized callouts.

Confidential Client, Electric Vehicle Charging Stations

Dewberry is providing final design of EV charging station locations within California. To date Dewberry has designed more than 20 sites; efforts include design review adhering to local jurisdiction, client and ADA standards, multi-discipline coordination, and client coordination. Sean verifies the client’s proposed layout complies with the AHJ, ADA standards, as well as their own design specifications and helped to organize final civil plan sheets.



Emanuel Urena

STREET IMPROVEMENT DESIGN (*Back-up*)

Emanuel recently graduated from California State University, Long Beach's Civil Engineering Program, with an emphasis in Transportation. He is enrolled to take Fundamentals of Engineering Exam in March 2025, and brings agency experience to Dewberry having gained knowledge across two internships in the industry with the City of Anaheim and City of Stanton. Past responsibilities have included designing deliverables including topographic maps, cross sections, profile views, layout, utility, striping, and drainage plans. Emanuel understands the importance of complete streets, and how all modes of transportation can benefit ranging from pedestrians, cyclists to motorists. Skills include but are not limited to Civil 3D/Auto CAD and Bluebeam.

- **FIRM**
Dewberry Engineers Inc.
- **EDUCATION**
BS • Civil Engineering •
University of California,
Long Beach
- **AFFILIATIONS**
American Public Works
Association (APWA)
APWA 2023 Scholarship
Program
APWA CSULB Endowed
Scholarship
- **YEARS OF EXPERIENCE**
Dewberry • 1
Total • 2

Sacramento County, South Watt Avenue and Bridge Replacement Project

Graduate Engineer for this 3-mile long improvement project that will add 2 through traffic lanes, 6 miles of sidewalk and bike lanes, create turn outs for future transit stops, improve 5 signalized intersections, and replace the Morrison Creek Bridge. Emanuel is assisting in preparation of right-of-way exhibits, laid out proposed roadway, and design of all required roadway elements.

Stanislaus County, Caltrans, North County Corridor – Claribel Road Realignment

Graduate Engineer for this multi-phase project in which the County has partnered with Stanislaus Council of Governments (StanCOG), the Cities of Modesto, Riverbank, and Oakdale, and the California Department of Transportation (Caltrans) to adopt a corridor and deliver alignment improvements. Phase 1 of the project includes the construction of a new four-lane access-controlled expressway, a new interchange at Roselle Avenue, grade separated structures over the Burlington Northern Santa Fe rail line, Terminal Avenue, and the Modesto Irrigation District Main Canal, and new frontage roads to maintain access to adjacent properties.

City of Rancho Cordova, Zinfandel Drive Bicycle & Pedestrian Overcrossing

Graduate Engineer for final design concept for bicycle and pedestrian improvements on Zinfandel Drive from White Rock Road to Folsom Boulevard. This includes a grade separated multi-use path from White Rock Road that crosses under Gold Center Drive and the eastbound on-ramp and the westbound off-ramp at US-50. The project is currently under design and construction is anticipated to begin in Spring or Summer 2025.



Joe Villa

STREET IMPROVEMENT DESIGN – CADD DESIGNER

Joe has 27 years of experience in the planning, design and implementation of transportation projects including railroads, roadway, highways and hydrology projects. He has managed and guided civil design teams on the production and delivery of major civil projects. He performs quality control and quality assurance reviews. He also supervises and trains CADD technicians.

- **FIRM**
Dewberry Engineers Inc.
- **EDUCATION**
AAS • Computer Aided Drafting and Design Technology • ITT Technical Institute
Microstation Design • Westech College, Irvine
CADD Drafting and Two Point Perspective • Rio Hondo College, Whittier
- **YEARS OF EXPERIENCE**
Dewberry • 4
Total • 27

Town of Paradise, Off System Road Rehabilitation Project – FEMA

Joe served as CADD designer, providing ADA improvements, and pavement rehabilitation for approximately 20 miles of off roadways. Due to the ongoing recovery efforts and debris removal operations within the Town, the roadway infrastructure has sustained heavy damage. The off-system roads were heavily used and will continue carrying heavy truck traffic for recovery operations over the next year. The pavement structural sections on off-system roads were damaged by motorists abandoning their vehicles during the Camp Fire, and by truck traffic over the last 24 months as CAL OES removes more than 3.7 million tons of material which is equivalent to approximately 300,000 truckloads. Dewberry will work on an accelerated schedule to deliver a complete PS&E package for approximately 20 miles of off-system roadways by December 2021. Dewberry was selected for Zone 3 of the work area as well as the intermediate design packages that will be coordinated.

City of Goleta, San Jose Creek Bike Path, Northern Extent

Joe is CADD designer providing alternatives on alignment of the bike path class I along San Jose Creek to minimize impacts to the adjacent properties. He is providing alternatives on extending the proposed bike path to the intersection of Kellogg Avenue and Calle Real. The purpose of the project is to provide project approval and environmental documentation (PA&ED) for the segment from Armitos Avenue to Call Real (Segment 2). The path will be constructed along the top of the west bank of San Jose Creek, except at the railroad, Highway 101 and Calle Real bridges, where the path enters the creek to cross under these bridges. The bikeway layout under the UP Bridge has been given conceptual approval by UP. The path layout has been coordinated with the City of Goleta development plans for the new Kellogg Park Project.

Orange County, Serra Siding Extension, Southern California Regional Rail Association (SCRRA/Metrolink)

Joe served as Track Designer for this project. Current task includes the design and review of track alignment alternatives to support the delivery of a siding track extension to an active passenger rail corridor. Joe leads design coordination to confirm that SCRRA CADD standards are met and develops geometric track alignments.



Lupe Gomez

STREET IMPROVEMENT DESIGN – CADD DESIGNER (*Back-up*)

Lupe has nine years of experience in drafting roadway and street improvement plans. This includes development of plan and profile sheets, construction details, drainage plans, utility plans and typical sections. He has experience in implementing local or state standards in using either AutoCAD or Microstation.

- **FIRM**
Dewberry Engineers Inc.
- **EDUCATION**
AS • Computer Aided Drafting and Design Technology • ITT Technical Institute
- **YEARS OF EXPERIENCE**
Dewberry • 1
Total • 9

Sacramento County, South Watt Avenue and Bridge Replacement Project

CADD Designer supporting full service environmental and engineering services to take the project from concept through construction. This project also includes designing the interim four-lane widening with buffered bicycle lanes, asphalt concrete pedestrian paths, raised landscape medians, intersection and traffic signal modifications, railroad grade crossing modifications south of Elder Creek Road, and replacement of the existing bridge at Morrison Creek.

Stanislaus County, Caltrans, North County Corridor – Claribel Road Realignment

CADD Operator for Tasks include checking and updating quantity estimates for the 60 percent submittal, calculating earthwork estimates, and contributing to organizing callouts for plan sheets such as drainage, removal, design of fiber rolls, and typical sections.

City of Goleta, San Jose Creek Bike Path, Northern Extent

Guadalupe is providing CADD support for the Class I bike path along San Jose Creek. This project is providing alternatives to extend the existing bike path to the intersection of Kellogg Avenue and Calle Real. The project will provide project approval and environmental documentation (PA&ED). The path will be constructed along the top of the west bank of San Jose Creek, except at the railroad, Highway 101 and Calle Real bridges, where the path enters the creek to cross under these bridges.

City of Long Beach, Rainbow Lagoon Pedestrian Walkway

CADD Operator for this project that involves restoration of deteriorated and damaged facilities. The project includes operations and maintenance repairs to deteriorated concrete, brick pavers, and joint sealant across the approximate 67,000 square foot Rainbow Lagoon Walkway.

*Los Angeles Department of Public Works Bureau of Engineering (LABOE), Sidewalk Repair Program, Los Angeles, CA 02/2020 – 01/2021)

As CADD Designer, provided field assessments for over 90 sidewalk repair sites for the City of Los Angeles. Once assessed, compiled the assessment information and provided LABOE with suggested repairs using site exhibits. Also responsible for collecting important design data during field visits including existing utilities, measurements of driveways and curb ramps, storm drains and other roadway elements and creating exhibits of all additional gathered data.

** Denotes work from previous employer*



Rebecca Neilon, PE

ADDITIONAL RESOURCES – GRANT WRITING (OPTIONAL)

Rebecca has more than 21 years of experience in supporting local agencies during project development and delivery. Through several Contract City Engineer positions and on-call support roles, Rebecca has helped obtain and administer funding for a wide variety of projects. In addition to funding support, Rebecca has an extensive background coordinating with Caltrans Local Assistance and Capital Projects. Rebecca's agency funding and grant writing support roles grew out of lessons learned while managing transportation projects ranging from small rural intersections and bike/ped paths to large state highway interchanges.

- **FIRM**
Dewberry Engineers Inc.
- **EDUCATION**
BS • Civil Engineering •
California Polytechnic
State University, San Luis
Obispo
- **REGISTRATIONS**
PE • #C73737
- **YEARS OF EXPERIENCE**
Dewberry • 8
Total • 21

Port of Long Beach, On-Call Professional Transportation Services

Rebecca's most recent task for this Port of Long Beach on-call included preparation of a 2020 Trade Corridor Enhancement Program (TCEP) grant application. Using data prepared for the 2020 Port Infrastructure Development Program (PIDP) grant application, Dewberry conducted a thorough review of 2020 TCEP guidelines; prepared TCEP grant narrative and supporting material; and reviewed BCA utilizing SB-1 Emission Calculator and TCEP performance metrics. POLB was awarded a \$8 million grant. Previous tasks include a 2020 PIDP grant application; a universal grant strategy document in support of the Fourth Track at Ocean Boulevard project with focused narrative, valuable insight, and graphics that allow POLB the flexibility to apply for any funding opportunities.

Calaveras Council of Governments, Active Transportation Program Grants

Through an on-call contract with the Calaveras Council of Governments, Rebecca and her team prepared four Cycle 4 ATP grant applications. This very competitive and detail-oriented program required community outreach; development of a project scope that met a well documented need; creation of detailed concept plans; collection of existing accident data involving pedestrians and cyclists; coordination with California and Local Conservation Corps; coordination with Caltrans (if it involved a state facility); estimation of construction costs, right-of-way, and utility relocations; and creation of a schedule to help make sure that projects were delivered quickly.

Calaveras Council of Governments, SR 4/Wagon Trail Realignment Grants

Rebecca prepared several highly-ranked funding grant applications, which required a higher level of effort to document the need for the project and quantify the anticipated benefits. Rebecca and her team prepared and submitted the following applications for this project: Federal Lands Access Program (FLAP), Infrastructure for Rebuilding America (INFRA), Transportation Investment Leading to Economic Recovery (TIGER), and most recently Better Utilizing Investments to Leverage Development (BUILD).

Stanislaus County, North County Corridor Project Grants

Rebecca prepared grant packages for two federal programs: Infrastructure for Rebuilding America (INFRA) and Transportation Investment Generating Economic Recovery (TIGER). These highly competitive, large award, applications involve extensive background work, coordination with specialists to develop a cost benefit analysis per program requirements, outreach for high level letters of support, and preparation of a project application that clearly tells the story, shows how the project aligns with the program criteria, and sells the project.



Flora Diaz, PE, QSD

DRAINAGE

Flora is a professional engineer with nearly 10 years of experience in water quality, stormwater management, and drainage design. She excels in developing stormwater data reports and designing customized drainage and temporary water pollution control plans. As a skilled deputy project manager, she ensures seamless collaboration among external and internal stakeholders throughout the project lifecycle.

- **FIRM**
AIX Group
- **EDUCATION**
BS • Civil Engineering •
Cornell University
- **REGISTRATIONS**
PE • C#90445
- **YEARS OF EXPERIENCE**
AIX • 1
Total • 10

Port of Los Angeles, SR-47/Front Street/Harbor Boulevard Interchange Improvement

Flora was responsible for the development of final P&SE erosion control plans, life cycle cost analysis and storm water data report, Engineer's cost estimate, and specifications. The SR-47/Front Street/Harbor Boulevard Interchange modification to alleviate congestion and provide a direct connection to the existing West Basin Container Terminal facility for shipping terminal operators in the Port of Los Angeles. Improvements include widening on- and off-ramps for additional capacity and increased acceleration/weave length.

City of Temecula, I-15 Congestion Relief

Flora was responsible for the development of the PS&E roadway design plans, Engineer's cost estimate, specifications, and Caltrans coordination. This includes the drainage analysis, drainage report and storm water data report. The auxiliary lane is located on northbound I-15, between Temecula Parkway and Rancho California Road, in the City of Temecula. The project will add a 12-foot wide auxiliary lane and 10-foot wide shoulder on the northbound I-15, approximately 2,800 feet in length. In addition to the mainline widening, improvements will include a sub-horizontal ground anchor wall under the Santiago Road overcrossing; drainage modifications and enhancements; relocation of existing on-ramp lighting; and planting and irrigation improvements along the highway.

City of Tracy, I-580/International Parkway Interchanges PA&ED & PS&E

Flora was responsible for the development of final P&SE pavement delineation, signage, erosion control and drainage plans, life cycle cost analysis and storm water data report, Engineer's cost estimate, and specifications. The PS&E phase of the Mountain House Interchange projects at I-580. The project proposes to improve the existing compact diamond interchange at International Parkway/Patterson Pass Road (hereafter I-580/International Parkway Interchange). The project proposes to modify the existing interchange into a diverging diamond interchange (DDI).

SCCRTC, Highway 1 41st/Soquel Auxiliary Lanes Project PS&E

Flora was responsible for storm water data report, drainage report, drainage and temporary water pollution control plans, Engineer's cost estimate, and specifications. (2018 Caltrans Standards). The project consists of the addition of auxiliary lanes on SR 1 and the Chanticleer Pedestrian Bridge to the Santa Cruz County Regional Transportation Commission (SCCRTC). The new pedestrian overcrossing will connect homes and businesses with a dedicated facility. The structure will be a 780-foot cast-in-place bridge with aesthetic features that will be determined during public engagement. The project has involved coordination and approvals from Caltrans D5 and Division of Structures.



Arturo Vivar, PE, QSD, ENV SP

DRAINAGE

Arturo is a professional engineer with 22 years of experience in transportation and public works engineering. His experience includes design and management of complex multi-disciplinary transportation projects. Project experience includes complete street (Green Streets) design, drainage and water quality design and management, Active transportation design of bikeways, trails, pedestrian improvements including vision zero design elements, local roadway widenings and realignments, pavement rehabilitations, utility relocations and coordination. Arturo's experience within those projects includes; project management, technical management, preparation of construction plans and specifications, development of reports including analysis and Quality Control and Quality Assurance (QA/QC) compliance in conformance with the Caltrans HDM and Specifications, AASHTO Greenbook design and Specifications, and local agency requirements.

- **FIRM**
AIX Group
- **EDUCATION**
BS • Civil Engineering
• California State University, Fullerton
- **REGISTRATIONS**
PE • #C70076
- **YEARS OF EXPERIENCE**
AIX • 2
Total • 22

City of Long Beach, Artesia Boulevard Project

Project Manager and Technical Manager for the design of the complete street improvements along Artesia Blvd through the City of Long Beach, approximately 3.5 miles. Project scope includes multi-modal improvements including a class IV bikeway, transit stop improvements, pedestrian vision zero elements, ADA concrete improvements and additional shade trees, sustainable design elements such as water quality BMPs, cool pavement design, additional shade trees, operational and safety improvements including traffic signal interconnect/fiber optic, proposed raised medians, traffic signal upgrades and new pedestrian crossing signals; aesthetic improvements such as additional landscaped medians, additional street and pedestrian lighting, enhanced cross walks and tree replacements. Arturo's role and responsibilities included managing scope, schedule and budget of the project which was taken from 30% to 100% in 9 months, technical design oversight from concept phase to development of bid set plans, specs and estimates.

City of Garden Grove, Bicycle Corridor Improvement Project

Project Manager responsible for the final design of bicycle lane improvements on five major corridors within the City of Garden Grove. The bicycle corridor improvements include implementation of new bike facilities, the implementation of road diets to accommodate the bicycle lanes, conversion of existing class II bike lanes to buffered bike lanes and bike facilities signage and enhanced pavement markings. Arturo's role as the PM and technical lead included the management of this Active Transportation Project (ATP) funded project, development of bid package with oversight from the Caltrans D12 Local Assistance office, and the coordination and assistance to the City for the procurement of the CM and Construction contracts.

City of Anaheim, Nohl Ranch Open Space Trail

Lead engineer and project manager responsible for developing the construction documents, including specifications and construction drawings for the 1.5 mile bikeway and equestrian trail in Anaheim Hills. Nohl Ranch Trail will be a vital multi-modal connection for the community, providing an ADA compliant path and equestrian trail between the surrounding neighborhoods and a library, three schools and a community park.



Richard C. Maher, PLS **SURVEYING AND MAPPING**

Richard is a Professional Land Surveyor (PLS) registered in both California and South Dakota. As the President and founding member of KDM Meridian, a leading Land Survey & Mapping firm established in 2000, Richard has spearheaded the company's growth and innovation in GPS, LiDAR scanning, conventional land surveying, and map checking. With a career spanning over three decades in the land surveying and civil engineering industry, Richard has amassed extensive experience working with more than one hundred local, county, and state agencies, as well as utility districts. His expertise encompasses right-of-way engineering, annexations, construction staking (both heavy and light), design topographic surveys, aerial control networks, legal descriptions, boundary surveys, records of survey, and parcel and tract map preparation and checking. Richard is dedicated to maintaining a cutting-edge knowledge of the latest technologies, hardware, and software that drive the industry forward, ensuring that KDM Meridian remains at the forefront of land surveying and mapping services.

- **FIRM**
KDM Meridian
- **EDUCATION**
Various Coursework
• Civil Engineering
• California State University, Fullerton
Certificate • GPS Technology • University of California, Riverside Extension
University of California, CLSA Seminars/Conferences • Continuing Education • Various Courses
- **REGISTRATIONS**
PLS • CA • #7564
PLS • SD • #16612
- **YEARS OF EXPERIENCE**
KDM • 24
Total • 34

City of Buena Park, Regio Avenue Rehab Project

Richard was responsible for the technical approach development for this project that is part of the City's Annual Pavement Rehabilitation program. Improvements along Regio Avenue included the removing and replacing pavement, sidewalks, curb and gutters, cross gutters, and installation of ADA-compliant ramps, striping, and traffic loops.

City of Oceanside, Citywide Ramp and Sidewalk Improvements Project | Technical Approach Development

Richard was responsible for the technical approach development for this project that upgraded pedestrian infrastructure to promote safer biking and walkability in the community. Improvements include ADA-compliant ramps, sidewalk infill, and installation of new curbs and gutters at various locations.

City of Fullerton, Victoria Drive Improvements Project

Richard was Principal-in-Charge responsible for the technical approach development for Phase 1 of this project. Work involved removing and installing VCP sewer pipe and related appurtenances and reconstruction of sewer manholes; abandoning and removing existing water main piping and appurtenances, furnishing and installing new water main piping and appurtenances. replacing concrete structures, including sidewalk, curb and gutter, cross gutter and spandrels, driveways and access ramps; cold milling pavement and asphalt concrete overlay; pulverizing existing roadway section; constructing cement treated base, construction for new asphalt concrete pavement adjustment of sewer manholes and water valve boxes signing and striping, traffic control, water pollution control, and more.

City of Anaheim, Crescent Avenue Boundary Survey

Richard was Senior Supervising Project Manager responsible for the technical approach for this boundary survey. Work included utilizing GPS and other methods to clearly define property lines.



Patrick Earl, PLS

SURVEYING AND MAPPING

Patrick is a Professional Land Surveyor (PLS) registered in California since 2010, with a career in land surveying that began in 2001. Starting as a chainman, Patrick quickly advanced to Party Chief at his previous firm, where he gained invaluable insights into real property boundaries under the mentorship of a seasoned land surveyor with extensive experience in the land title business.

- **FIRM**
KDM Meridian
- **EDUCATION**
BS • Mechanical Engineering • University of California, Santa Barbara
- **REGISTRATIONS**
PLS • CA • #8773
- **YEARS OF EXPERIENCE**
KDM • 14
Total • 23

In 2008, Patrick joined KDM Meridian as a Party Chief and has since ascended to the role of Survey Manager. In this capacity, he oversees the daily operations of the survey department, including data reduction, mapping processes, topographic mapping, boundary analysis, map checking, and survey calculations. Patrick's comprehensive field experience in topographic, boundary, and construction surveying is complemented by his exceptional office skills, particularly in mapping and producing legal descriptions and exhibits for a diverse range of real property documents.

As Survey Manager, Patrick leads a skilled team of licensed Project Surveyors and Survey Technicians. His journey from an entry-level Chainman to a licensed Land Surveyor equips him with a unique perspective and expertise in every aspect of the survey process, making him an effective leader and mentor. Patrick maintains a hands-on approach, not only managing the team but also actively participating in project management and field surveys, ensuring that his skills remain sharp and that he continues to guide and develop the next generation of survey professionals.

City of Fullerton, Map Checking Services

Patrick was the Project Manager and Survey Manager on this contract which involved providing plan check services for both development projects and the Capital Improvement Project plan. Plans include but are not limited to street improvement plans, storm drain plans, waterline, wastewater, and sewer plans, and landscape and irrigation improvement plans.

Harris & Associates, Yorba Linda Town Center Redevelopment Project

Patrick was the Project Manager responsible for this surveying and mapping on this project that aims to transform the downtown area into a pedestrian-friendly space. Project improvements include roadway widening, streetscape and drainage improvements, traffic optimization, utility improvements, and landscaping.

City of Ontario, Map Checking Services

Patrick was the Survey Manager for this contract that assisted Ontario's Planning Department by conducting assessments of land subdivision maps, parcel maps, and more to maintain accurate recording of property boundaries, easements, and public right-of-way.



Lynn Capouya, PLA, LEED AP, ASLA, ARBORIST LANDSCAPE ARCHITECTURE

Lynn Capouya is President of the firm and specializes in public works and related infrastructure projects throughout Southern California, involving a full range of landscape architectural services. Currently, she directs the administrative functions to ensure quality of design to meet clientele and program criteria, schedule, and budget. Her strongest area of creative design is color, plant material selection, combining texture and foliage, to achieve a “look” or “theme” while minimizing maintenance and water use.

- **FIRM**
Lynn Capouya Inc.
- **EDUCATION**
BS • Landscape Architecture • Cornell University
- **REGISTRATIONS**
Landscape Architect • CA #2314
LEED Accredited Professional
ISA Certified Arborist, #WE-7769A, 2006
- **YEARS OF EXPERIENCE**
Lynn Capouya • 40
Total • 43

City of Malibu, Campus Kilpatrick

This design/build project is a new paradigm for youth treatment that will become a model for other juvenile facilities in Los Angeles County. The campus master plan focused on promoting healthy lifestyle for its residents by providing outdoor exercise areas, play fields, a running track, and community garden. As Principal in Charge, Lynn worked with the project design team to respond to multi-agency approvals and implementation of sustainable landscape solutions while incorporating fire protection into this unified site location.

City of Los Angeles/LA Metro, Crenshaw/LAX Corridor

As Principal in Charge, Lynn led the design-build landscape design efforts integrating the Information for Bid (IFB) documents into the PS&E for construction of the at-grade structures including Aviation Boulevard and La Brea Avenue, TPSS sites, and streetscape throughout the cities of Los Angeles and Inglewood. Of particular interest on this project was the implementation of the new SUSMP/LID requirements on the west side of the rail lines. Mitigating stormwater runoff in the medians adjacent to the rail lines, Lynn worked with the Los Angeles Bureau of Street Services, Los Angeles Bureau of Engineering and Los Angeles Sanitation on the expansion of the City guidelines and plant list to provide expanded species solutions, meeting the project and community criteria by using non-traditional plant palettes in an urban setting. This negotiation balanced the AB 1881 water conservation requirements with the LID inundation zones, which was a key design component and therefore resolved multi-agency requirements.

Port of Los Angeles, Cabrillo Way Marina Waterfront, Street and Parkway Development, Phase II

As Principal in Charge, Lynn oversaw the preparation of the conceptual design and subsequently completed the landscape and irrigation portions of the PS&E. The project, located along 22nd Street, Miner Street and along the waterfront, included median and parkway development incorporating future Red Car Line, right of way, key entry features, parking lot and public area landscape. LCI worked with the waterfront consultant to complement hardscape, signage, and lighting components. The project approach included the negotiation of POLA maintenance concerns with life cycle costs to maximize visual aesthetic appeal and created a destination at the new Marina.



Jane F. Cataldo, RLA, LEED AP LANDSCAPE ARCHITECTURE

Jane's experience spans over four decades, with her most recent role being Design Director/Sr. Landscape Architect at Lynn Capouya, Inc. (LCI). She is responsible for directing operations to facilitate consistent design services and delivery. Jane is well versed in a broad range of project types including retail development, public plazas, streetscapes and parkways, educational facilities and transportation centers. She also has extensive expertise in drought tolerant landscapes and continues to expand her professional skills by achieving LEED certification and pursuing sustainability programs within the framework of landscape architecture.

- **FIRM**
Lynn Capouya Inc.
- **EDUCATION**
BS • Landscape Architecture • Cornell University
- **REGISTRATIONS**
Landscape Architect • CA #2512
LEED Accredited Professional
- **YEARS OF EXPERIENCE**
Lynn Capouya • 17
Total • 44

County of Los Angeles, Park to Playa Trail Blair Hills Bridge

As Project Director, Jane was responsible for management oversight for design and plan preparation for this pedestrian/ bicycle and wildlife crossing connecting Stoneview Nature Center to Kenneth Hahn State Recreation area. Key objectives were safe passage of pedestrians and indigenous wildlife over La Cienega Boulevard, incorporation of sustainable practices for stormwater capture, and conservation of natural resources. The project presented many challenges including designing a crossing to attract wildlife species of all sizes and, designing the crossing to satisfy numerous agencies and stakeholders while creating a structure that aesthetically integrates with the environment.

City of Santa Monica, Michigan Avenue & 20th Street Bike and Pedestrian Improvement Project: MANGO

As Project Director/Landscape Architect, Jane developed all related design elements for hardscape, landscape and irrigation components. The Project creates a two-way protected bike connection and pedestrian path. Enhanced landscape buffers between the new pathway and freeway shelters pedestrians/cyclists and helps create a pleasant experience. A drought tolerant plant palette reflects the current AB 1881 water conservation requirements and focuses on reduced water use, and pedestrian safety.

City of Diamond Bar, Diamond Bar Boulevard Streetscape Improvements

As Design Director, Jane was responsible for oversight of the design of several options for this segment of Diamond Bar Boulevard. Services included conceptual design alternatives, presentation (graphic) materials, community outreach, city coordination, and construction document preparation. The project incorporated elements from the Diamond Bar Boulevard Master Plan and includes rustic hardscape materials (pavers, rockwork, wood, steel), and local elements (windmill, rolling hills), and California friendly plant materials to enrich the story. The design expanded the streetscape environment to highlight adjacent businesses and connect them with the community.

LAWA Utilities and LAMP Enabling (LULEP) Projects, Los Angeles, CA

As Design Director for the landscape/streetscape components, Jane worked with the team to implement task order work; provide arborist reports per City standards to mitigate tree removal/replacement; implement landscape requirements consistent with multiple agency jurisdictions; incorporate low impact development (LID) components as appropriate; and deliver multiple task orders simultaneously while maintaining team scope/fee/budget and schedule.



Kevin Yamachika

LANDSCAPE ARCHITECTURE

As a Landscape Designer/ Project Manager at Lynn Capouya, Inc. (LCI), Kevin is responsible for both project design and management and interacts regularly with the design team leadership to facilitate communications, client service, consultant coordination and drawing/design package preparation. With extensive experience in developing sustainable design solutions for a variety of project types, he has become proficient in drought tolerant plant species, plant palette compatibility, and best management practices. He understands current water conservation techniques and works with the LCI irrigation design manager to verify the lowest possible water use and maintenance requirements are realized for the life cycle of the project.

- **FIRM**
Lynn Capouya Inc.
- **EDUCATION**
B.S. • Landscape Architecture • California State Polytechnic University, Pomona
- **YEARS OF EXPERIENCE**
Lynn Capouya • 24
Total • 24

City of Los Angeles/LA Metro, Crenshaw/LAX Corridor

Acting as Landscape Design Manager for this Metro project, a 10-mile corridor along Crenshaw Boulevard, Kevin was responsible for design coordination and implementation of all streetscape along the right of way, four at-grade stations and the Aviation Boulevard station above grade and three TPSS facilities. He communicated daily with various team members to realize a unified vision being developed concurrently with the City of Los Angeles, reflecting the guidance documents issued by Metro prior to bid for the design/build effort.

City of Diamond Bar, Diamond Bar Boulevard Streetscape Improvements

As Project Manager, Kevin implemented the conceptual plans for this project. He developed the final plans, coordinated with the City and design team utilizing rustic hardscape materials (pavers, rockwork, wood, steel), local symbols (windmill, rolling hills), and California friendly plant materials to enrich the story. The design expanded the streetscape environment to highlight adjacent business and connect them with the local community. Kevin worked with the civil engineers to implement sustainable elements such as a landscape swale adjacent to Diamond Bar Boulevard and engineering stormwater BMPs to slow rainwater runoff and improve quality.

City of Santa Monica, Michigan Avenue & 20th Street Bike and Pedestrian Improvement Project: MANGO

As Project Manager/Landscape Designer, Kevin developed all related design elements for hardscape, landscape and irrigation components. The Project creates a two-way protected bike connection and pedestrian path on Michigan Avenue between 19th Court and 21st Street. Enhanced landscape buffers between the new pathway and freeway shelters pedestrians/ cyclists and helps to create a pleasant experience. A drought tolerant plant palette reflects the current AB 1881 water conservation requirements and focuses on reduced water use, and pedestrian safety.

City of Hemet, Route 74 Medians

As Project Manager, Kevin was responsible for landscape concepts and PS&E for a seven-mile median in Hemet, California. He - led day-to-day coordination with the - design team, Caltrans District 8 and City staff along with in-house planting and irrigation design staff. He managed scope, fees, budget and schedule to meet accelerated project delivery included City of Los Angeles, Los Angeles World Airports (LAWA), Bureau of Street Services, and Sanitation District.



Kay Jewell Greeley, CE, PLA, MASTER ARBORIST ARBORIST (OPTIONAL)

As Principal, Civil Engineer, Landscape Architect and Arborist at Seven Elks Ranch Design, Inc. Kay has prepared numerous Arborist reports for large and small scale projects in the Southern California area. Provide a variety of professional services to a range of clients throughout the public and private sectors; specializing in land planning, site restoration, tree preservation and litigation support. Seven Elk Ranch Design has been in business and incorporated since 2007.

- **FIRM**
Seven Elks Ranch Design, Inc.

- **REGISTRATIONS**
RLA • #4035
Civil Engineer • CA • #C37396
Certified Master Arborist • ISA #WE-1140B
Certified Arborist • ISA #WE-1140A
Tree Risk Assessment Qualification, ISA
Tree & Plant Appraisal Qualification, American Society of Consulting Arborists

- **EDUCATION**
Graduate • Consulting Academy • American Society of Consulting Arborists
Certificate • Horticulture/Landscape Planning and Design • LA Pierce College
BS • Civil Engineering • University of Southern California, Los Angeles

- **YEARS OF EXPERIENCE**
Seven Elks Ranch • 17
Total • 46

Orange County, I-405 Improvement Project (SR-73 to I-605)

Kay was the Certified Arborist on the 16-mile project between the SR-73 in Costa Mesa to the I-605 near Seal Beach. She worked with the Design Joint Venture (DJV) to coordinate and implement the inventory and disposition of hundreds of trees that were existing along the corridor. She met all deadlines and criteria for the arborist efforts to meet the environmental tree compliance criteria, individual City MOUs and Caltrans standards along the city streets and freeway corridor.

City of Los Angeles, I-405/Sepulveda Pass Widening

Kay was the Certified Arborist for this 10-mile corridor design/build project. She worked to develop the arborist report to meet Metro, Caltrans, city, and county environmental criteria for project development.

City of Los Angeles, Crenshaw/LAX Transit Corridor

Kay was the Certified Arborist for the design-build efforts for this 8.5 mile mass transit light rail line project. The report met all Metro, environmental and city of Los Angeles for mitigating trees to be removed and replaced at a ratio of 2:1 within the scope boundaries of the improvement project.

City of Los Angeles, LAWA Utilities and LAMP Enabling (LULEP) Projects

As Master Arborist, Kay was responsible for the preparation of tree reports per City of Los Angeles standards to mitigate tree removal/replacement in order for LAWA to implement landscape requirements consistent with multiple agency jurisdictions. The task orders included streetscapes for 96th Street, 98th Street, 'D' Street, and Arbor Vitae Street. All of these projects included multiple jurisdiction guidelines and submittals that included City of Los Angeles, Los Angeles World Airports (LAWA), Bureau of Street Services, and Sanitation District.

Cities of Whittier, Agoura Hills, and Ontario Mills, TESLA Charging Stations

As Master Arborist, Kay was responsible for the preparation of Arborist reports for several sites for TESLA charging stations. The projects are installed within existing retail parking lots and thus require an arborist report to catalog existing conditions for trees to be removed. The reports serve as written documentation on disposition of existing materials prior to construction improvements.



Brandon Reyes, PE

RETAINING WALLS

Brandon has over 16 years of experience in large transportation projects involving a breadth of staffing disciplines, Caltrans, agencies, and local governments throughout California. He is a solutions-based professional engineer actively involved in design strategies, schedule and cost adherence management, and quality assurance. From a project's inception, he applies a big-picture methodology, allowing him to have a broader project understanding, potential risks and solutions, involvement and impacts to project stakeholders, and creative design approaches. Brandon's project involvement ranges from conceptual design through to PID, PA&ED, and PS&E phases throughout his experience on multiple significant Southern California projects.

- **FIRM**
MNS Engineers, Inc.
- **EDUCATION**
BS • Civil Engineering
• California State
Polytechnic University,
Pomona
- **REGISTRATIONS**
PE • #C79226
- **YEARS OF EXPERIENCE**
MNS • 2
Total • 16

County of Riverside, Interstate 10/Jefferson Street Overcrossing

Project Manager responsible for day-to-day management of the contract and design support efforts for the construction phase of the project, representing the design team and working with his multidisciplinary design team and construction manager through the complex interchange construction in collaboration with the Caltrans RE and Inspection team. Modifications included replacement and relocation of the Jefferson Street/Interstate 10 overcrossing, additional loop on-ramps, and realignment of Jefferson Street. In PA&ED, Brandon coordinated alternative analysis and design, roadway design, traffic studies, drainage studies, and structure advance planning studies. Also coordinated the revisions to all of the project documents, and circulation of the environmental document; in coordination with FHWA, Caltrans, the County of Riverside, and the City of Indio.

County of Riverside, Interstate 10/Cherry Valley Interchange

Project Manager. Brandon was responsible for day-to-day management of the contract and development of the PSR-PDS deliverable and supporting documentation for interchange improvements that require full reconfiguration. Various challenges at the interchange have resulted in three viable build alternatives in the PID phase: Partial cloverleaf, roundabouts, and diverging diamond alternatives. Alternative geometry, scoping, cost estimation, and initial studies are under development to finalize the project initiation document. Currently working on the execution of PA&ED phase. Brandon led the multidisciplinary team solving key environmental issues associated with the project including biological resources, noise, cultural and air quality. He also led the design of Geometric Approval Drawings (30%) of a DOI type interchange working with the Caltrans District 8 oversight team.

San Bernardino County Transportation Authority (SBCTA), State Route 60/ Archibald Avenue Interchange

Project Manager (PA/ED AND PS&E) and Project Engineer (PSR/PDS). Brandon was responsible for day-to-day management of the contract and development of the PSR-PDS deliverable, execution of the PA&ED phase, and the PS&E deliverable package. Brandon worked closely with the City of Ontario on aesthetics, lighting, and traffic circulation impacts. He also led the project team as contract/project manager from PA/ED through construction support of the interchange, which was completed in the Spring of 2022.



Chad Harden, PE, SE

RETAINING WALLS

Chad has over 20 years of experience with a focus on project delivery for bridges and transportation structures, including structural planning and design, preparation of contract documents (PS&E), and construction administration. Chad's experience extends to a variety of structure types and services including load rating and existing structure evaluation, industrial facilities, flood control, water and wastewater structures, retaining walls, and special foundation systems. Chad continually grows his expertise in seismic design and soil-structure interaction a longtime Transportation Research Board (TRB) committee member. His experience includes:

- **FIRM**
MNS Engineers, Inc.
- **EDUCATION**
MS • Structural Engineering • University of California, Irvine
BS • Civil Engineering • University of California, Irvine
- **REGISTRATIONS**
PE • #C67648
SE • #C5232
- **YEARS OF EXPERIENCE**
MNS • 1
Total • 21

Los Angeles and San Bernardino Counties, Interstate 10 Corridor Contract 1 Design/Build Project, SBCTA

Chad served as Bridge Task Manager to manage bridge work for the \$673M Interstate 10 Design/Build project in Ontario, CA, leading special California-specific seismic training for a national team of engineers and delivering design and PS&E for ten bridge widenings and replacements, special structures, and over 40 special-designed retaining walls in an accelerated 18-month schedule. The project scope included bridge maintenance and rehabilitation, including deck overlays, barrier replacement, and concrete repair on pier walls and Cast-in-Drilled-Hole (CIDH) Piles.

Orange County Transportation Authority (OCTA), Interstate 5 Widening Project – Segment 2 from Oso Parkway to Alicia Parkway

Chad served as bridge engineer responsible for type selection & structural PS&E to widen the existing Oso Creek Bridge, a nine span cast-in-place (CIP) concrete slab bridge supported on 1'-6" pier walls and 24" Cast-In-Steel-Shell (CISS) concrete piles. The seismic design included a pushover analysis considering liquefiable soils. Chad also served as Task Manager for the project retaining walls, which include tieback walls, mechanically stabilized embankment (MSE) walls, pile and spread footing supported concrete walls, and a soil nail wall, and project manager for services during construction. The Orange County Transportation Authority (OCTA) is working with Caltrans District 12 and the cities of Lake Forest, Laguna Hills, Laguna Niguel and Mission Viejo to add a general purpose lane in each direction over 2.6 miles from the southern segment limit (south of Oso Parkway) to the northern segment limit (Alicia Parkway). The project includes the widening or replacement of 4 bridge structures, retaining walls, sound walls and drainage improvements.

Orange County, State Route 57 Northbound Widening (Orangethorpe Avenue to Yorba Linda Boulevard)

Project Engineer for type selection and final PS&E for all project retaining walls, including a tieback wall at Yorba Linda Boulevard OC, Mechanically Stabilized Embankment (MSE) walls, and pile supported and conventional spread footing CIP concrete retaining and sound walls along the edge of shoulder as part of the SR-57 Northbound Widening Project by the Orange County Transportation Authority (OCTA) and the Department of Transportation - District 12 (the Department), in the city of Fullerton. MSE Wall heights range from to 15 to 24-feet and support a soundwall. Pile-supported wall heights range from 12 to 26-feet.



Bill Zimmerman, PE, TE, PTOE

STREET LIGHTING RELOCATION

Bill has 30 plus years of experience in traffic, lighting, highway, and transportation projects. His professional design experience includes traffic management/project control, traffic operation systems, communication systems, incident and verification systems, traffic studies, traffic management plans, planning studies, highway design, arterial design, local street design, and municipal engineering.

Bill has also provided project management, project engineering, and design for several state and local highway/roadway projects that include traffic operation and communications systems, interchanges, and major intersections. He also has extensive experience in the production and preparation of PS&E projects.

- **FIRM**
WG Zimmerman Engineering, Inc.
- **EDUCATION**
BS • Civil Engineering • University of Colorado, Boulder
- **REGISTRATIONS**
PE • #C48667
TE • #C2254
- **YEARS OF EXPERIENCE**
WGZE • 20
Total • 30

City of South Gate, Long Beach Boulevard

Lead Street Lighting Engineer for project that installed median and street lighting from Tweedy Boulevard to Santa Ana Street, approximately 7,800 feet. It required working with eth City to determine pedestrian lighting requirements, coordination with SCE for power feeds, and location of street of streetlights. A photometric analysis was conducted based upon City standards to determine the location and coverage of each streetlight.

Santa Fe Springs Metro, BNSF Under Bridge Lighting

Lead Street Light Engineer to develop under bridge lighting railroad tracks based upon BNSF lighting criteria. The project included a photometric study, BNSF approval of the study, coordination with SCE, and preparing plans and electrical diagrams. The lighting had to cover three tracks over the bridge length of 200 feet.

METRO, Rosecrans Avenue Grade Separation Street Lighting

Lead Street Lighting Engineer for the design of 2 miles of street lighting over the Rosecrans Avenue Corridor and side street adjacent to the Grade separation project. The project required a photometric study along with coordination with SCE for multiple feed points and development of cabinet locations and conduits. Stret lights were designed to meet the City of Santaa Fe Springs requirements for poles and foundations..

Signal Hill, Spring Street ATP Bike and Pedestrian Safety Enhancement Project

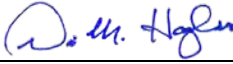
Lead Street Lighting Engineer for the design of pedestrian streetlights along Spring Street from Temple Avenue to Atlantic Boulevard. The project includes conducting a photometric study to place pedestrian lights along the corridor, a field verification of the planned pedestrian lighting locations, coordination with SCE for power sources, design of conduits, and determining the pole selection with public meetings. Plans and specifications were incorporated int the construction documents.

APPENDIX B: Required Forms



EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE:

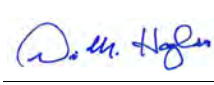
7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
			TBD
Local Agency to Complete this Section			11. TOTAL CLAIMED DBE PARTICIPATION TBD %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
_____ 21. Local Agency Representative's Signature 22. Date _____ 23. Local Agency Representative's Name 24. Phone _____ 25. Local Agency Representative's Title			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  _____ 11/7/2024 12. Preparer's Signature 13. Date _____ 14. Preparer's Name 15. Phone _____ 16. Preparer's Title

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

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

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

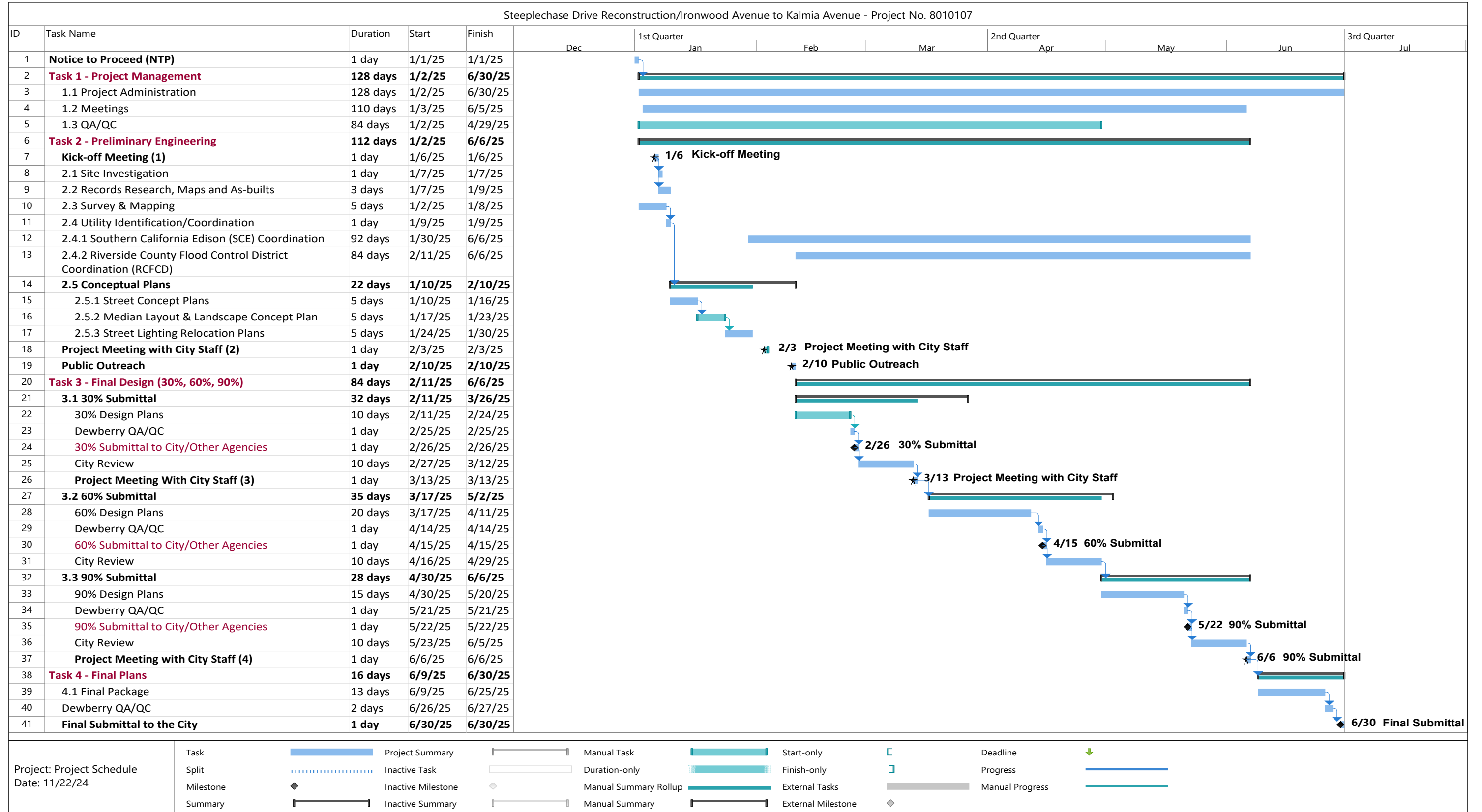
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
<input type="checkbox"/> a. contract	<input type="checkbox"/> b. grant	<input type="checkbox"/> c. cooperative agreement	<input type="checkbox"/> d. loan	<input type="checkbox"/> e. loan guarantee	<input type="checkbox"/> f. loan insurance
<input type="checkbox"/> a. bid/offer/application	<input type="checkbox"/> b. initial award	<input type="checkbox"/> c. post-award			
			For Material Change Only: year _____ quarter _____ date of last report _____		
4. Name and Address of Reporting Entity			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
<input type="checkbox"/> Prime		<input type="checkbox"/> Subawardee Tier _____, if known			
Congressional District, if known _____			Congressional District, if known _____		
6. Federal Department/Agency:			7. Federal Program Name/Description:		
Federal Action Number, if known: _____			Award Amount, if known: _____		
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)			11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)		
(attach Continuation Sheet(s) if necessary)					
12. Amount of Payment (check all that apply)			14. Type of Payment (check all that apply)		
\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			<input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____		
13. Form of Payment (check all that apply):					
<input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____					
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:					
(attach Continuation Sheet(s) if necessary)					
16. Continuation Sheet(s) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No			Signature: 		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Print Name: Dennis Haglan		
			Title: Senior Vice President		
			Telephone No.: 916.363.4210 Date: 11/7/2024		
			Authorized for Local Reproduction Standard Form - LLL		
Federal Use Only:					

Standard Form LLL Rev. 04-28-06

APPENDIX C: Project Schedule

Project Schedule



APPENDIX D: Contract Changes

APPENDIX D: CONTRACT CHANGES

Additions or Exceptions to the City's Request for Proposal

Dewberry agrees with the provisions contained within the AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR STEEPLECHASE DRIVE RECONSTRUCTION / IRONWOOD AVENUE TO KALMIA AVENUE, and can/will meet the indemnity and insurance requirements without alterations to the City's requirements and that the cost of complying with the City's insurance requirements is included in our cost proposal. We agree to provide complete and valid insurance certificates within ten (10) days of the County's written request and acknowledge that failure to provide the documents within the time stated may result in the rejection of this proposal.



www.dewberry.com

EXHIBIT "C"

CITY - SERVICES TO BE PROVIDED TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
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 **\$ 388,650.00**.
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.

Moreno Valley - Steeplechase Drive Reconstruction/Ironwood Avenue
Cost Proposal

Dewberry Estimated Hours by Staff Classification

Subconsultants

Task	Activity / Deliverable	Principal	QAQC (Engineer IX)	Project Mgr (Engineer VI)	Staff Engineer (II)	CADD Tech (II)	Admin Prof (II)	Total Dewberry Hours	Total Dewberry Amount	LCI	Seven Elks Ranch Design, Inc.	KDM	AIX	MNS	WGZE	Total Cost
		\$320.00	\$320.00	\$273.18	\$163.91	\$120.20	\$114.74									
Task 1 - Project Management																
1.1	Project Administration	8		40			8	56	\$14,405							\$14,405
1.2	Meetings	4		20	4	4		32	\$7,880							\$7,880
1.3	QA/QC		40					40	\$12,800							\$12,800
Task 1 Subtotal		12	40	60	4	4	8	128	\$35,085							\$35,085
Task 2 - Preliminary Engineering																
2.1	Site Investigation			10	10			20	\$4,371							\$4,371
2.2	Records Research, Maps and As-builts			1	8			9	\$1,584							\$1,584
2.3	Survey & Mapping			1	4			5	\$929		\$11,250					\$12,179
2.4	Utility Identification/Coordination			1	8	8		17	\$2,546							\$2,546
2.4.1	Southern California Edison (SCE) Coordination			6	6			12	\$2,623						\$3,300	\$5,923
2.4.2	Riverside County Flood Control District Coordination (RFCD)			10	40	40		90	\$14,096							\$14,096
2.5	Conceptual Plans															
	Street Concept Plans (Storm Drain, Street Relocation Plans & Retaining Walls)	1		4	40	40		85	\$12,777				\$10,920	\$5,000	\$27,570	\$56,267
	Median Layout & Landscape Concept Plan	1		1				2	\$593	\$23,030						\$23,623
Task 2 Subtotal		2		34	116	88		240	\$39,519	\$23,030		\$11,250	\$10,920	\$5,000	\$30,870	\$120,589
Task 3 - Final Design (30%, 60%, 90% & Final Plans)																
3.1	30% Submittal															
	Design Plans	4		7	106	156		273	\$39,318	\$17,290						\$56,608
3.2	60% Submittal															
	Design Plans	4		7	133	170		314	\$45,426	\$18,380						\$63,806
3.3	90% Submittal															
	Design Plans	4		4	46	77		131	\$19,168			\$10,080				\$29,248
	Specifications	2		60				62	\$17,031							\$17,031
	Quantities & Cost Estimate	2		4	16	24		46	\$7,240							\$7,240
Task 3 Subtotal		16		82	301	427		826	\$128,183	\$35,670			\$10,080			\$173,933
Task 4 - Final Plans																
4.1	Final PS&E	4		15	52	45		116	\$19,310							\$19,310
Task 4 Subtotal		4		15	52	45		116	\$19,310							\$19,310
Total Hours		34	40	191	473	564	8	1,310.00								
Other Direct Costs (Mileage, printing, misc expenses)									\$1,000	\$400						\$1,400
Total Cost									\$223,097	\$59,100		\$11,250	\$21,000	\$5,000	\$30,870	\$350,317

**Moreno Valley - Steeplechase Drive Reconstruction/Ironwood Avenue
Cost Proposal**

Dewberry Estimated Hours by Staff Classification

Subconsultants

Task	Activity / Deliverable	Dewberry Estimated Hours by Staff Classification						Total Dewberry Hours	Total Dewberry Amount	Subconsultants						Total Cost
		Principal	QAQC (Engineer IX)	Project Mgr (Engineer VI)	Staff Engineer (II)	CADD Tech (II)	Admin Prof (II)			LCI	Seven Elks Ranch Design, Inc.	KDM	AIX	MNS	WGZE	
		\$320.00	\$320.00	\$273.18	\$163.91	\$120.20	\$114.74									
Optional Tasks																
Task 5 - Arborist Analysis/Memorandum																
5.1	Memorandum			2				\$546		\$15,000					\$15,546	
Task 5 Subtotal				2				\$546							\$546	
Task 6 - Design Support During Construction																
6.1	Resposes to RFIs and Plan Clarification		20	40				\$17,327							\$17,327	
6.2	Review and Approve Contractor Submittals		20	40				\$17,327							\$17,327	
6.3	As-built Drawings Preparation	2	2	4	20	40		\$10,459							\$10,459	
Task 6 Subtotal		2	42	84	20	40		\$45,113							\$45,113	
Task 7 - Grant Writing																
7.1	Grant Funding Application			100				\$27,318							\$27,318	
Task 7 Subtotal				100				\$27,318							\$27,318	
Total Hours		2	42	186	20	40		290								
Other Direct Costs (Mileage, Printing, misc expenses)								\$500							\$500	
Total Cost for the Optional Tasks								\$38,277							\$38,333	
Total Costs including Optional																
								1600.00	\$261,374.00	\$59,100.00	\$11,250.00	\$21,000.00	\$5,000.00	\$30,870.00	\$388,650.00	

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.