

**AGREEMENT FOR PROFESSIONAL CONSULTANT DESIGN SERVICES
FOR BAY AVENUE SIDEWALK IMPROVEMENTS (CDBG FY 24-25)
CITY PROJECT NO. 801 0111**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Wildan Engineering, a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into as of this _____ day of _____ (Month) 2025 ("Effective Date").

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 BAY AVENUE SIDEWALK IMPROVEMENTS (CDBG FY 24-25).
Project No. 801 0111.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "A" 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 \$124,986 in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

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

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

7. (a) This Agreement shall be effective from Effective Date and shall continue in full force and effect through December 31, 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.

(b) Non-Performance Damages/Penalties. The Consultant agrees to non-

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performance damages/penalties with respect to Consultant's failure to complete the Project within the Agreement Time intervals and/or frequencies as set forth in this Agreement and/or in the Scope of Work, or as directed by the City. For each of the categories set forth hereinabove, the penal sum of 1% of the total contract/agreement amount per working day will be assessed for each working day the deficiencies remain uncorrected. If non-performance damages/penalties are to be assessed, the Consultant will be notified immediately by written email, letter, or by telephone. The Consultant will not be assessed non-performance damage/penalties for delays caused by the City or are deemed outside the Consultant's control by the City.

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

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

City may at any time deduct non-performance damages/penalties as are payable hereunder from money due or to become due to Consultant, or pursue any other legal remedy to collect such non-performance damages/penalties from Consultant and/or its Insurance, Surety, etc. Neither the City's failure or delay in deducting non-performing damages/penalties from payments otherwise due

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Consultant, nor City's failure or delay in notifying Consultant of the accrual of non-performance damages/penalties, shall be deemed a waiver of City's right to non-performance damages/penalties.

City's rights under this Section shall not be interpreted as precluding or limiting: (i) any right or remedy of City arising from an event of Consultant default other than a failure to complete the Project within the Agreement Time; or (ii) City's right to order an acceleration, at Consultant's expense, of performance of the Project to overcome delay, including, without limitation, a delay for which City has the right to assess and/or accrue non-performance damages/penalties. The availability of non-performance damages/penalties shall not limit City's right to terminate the Consultant's performance and accrual and/or assessment of non-performance damages/penalties does not constitute a waiver of such rights

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

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

SPECIAL PROVISIONS

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

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responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

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

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

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

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

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the

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

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

(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

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negligent, reckless, or willful misconduct in the performance of or failure to perform the work or other obligations of the Consultant under this RFP and/or related Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence, active negligence, or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees; and does not apply to any passive negligence of City unless caused at least in part by Consultant.

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

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

d. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined

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by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, Consultant shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.

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

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

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

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

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consultants, sub-consultants, subCONSULTANTS, or anyone employed directly or indirectly by any of them.

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

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

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

19. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California. Consultant and all of Consultant's subcontractors, if any, shall pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code ("Labor Code"), the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and

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employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/index.htm> and are on file at City Hall, as provided in Section 1773.2 of the Labor Code. Said rates shall be posted at the Project site where work is to be performed, in accordance with Labor Code Section 1773.2. Consultant shall access a copy of the wage rate determination and shall make all subcontractors, if any, aware of the determination. As the wage determination for each craft reflects an expiration date, it shall be the Consultant's responsibility to ensure that the prevailing wage rates of concern are current and paid. Subject to the safe harbor provisions of Labor Code Section 1775, Consultant shall forfeit to the City an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, as set by the Labor Commissioner in accordance with the terms of Labor Code section 1775, for each laborer, workmen or mechanics employed that is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1781 inclusive. Consultant and any and all or its subcontractors shall forfeit to the City twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code. In the event the total cost of the Project is thirty thousand dollars (\$30,000.00) or more, Consultant shall further comply with provisions set forth in Labor Code Section 1777.5 pertaining to employment of properly registered apprentices, including without limitation the obligation to (i) pay employed apprentices the prevailing

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rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of craft or trade to which he or she is registered; (ii) employ apprentices in at least the ratio as set forth in said section; (iii) submit contract award information to an applicable apprenticeship program; and (iv) contribute to California Apprenticeship Council.

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

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

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

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

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

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

21. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient

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funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

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

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

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing

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as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

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

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

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

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

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26. The City and the Consultant agree, that to the extent permitted by law, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties, both during the term of this Agreement and after its termination or expiration.

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

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

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

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

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

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

30. Supplementary General Provisions. (For projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONSULTANT for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General

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Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

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

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

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

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

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0111**

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.

32. 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

Wildan Engineering

BY: _____
Brian Mohan, City Manager

Date

BY: _____
Name: _____
TITLE: _____
(President or Vice President)

Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

Date

BY: _____
Name: _____
TITLE: _____
(Corporate Secretary)

Date

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

EXHIBIT A

SCOPE OF SERVICES

REQUEST FOR PROPOSAL

2024-070

FOR PROFESSIONAL CONSULTANT DESIGN SERVICES FOR BAY
AVENUE SIDEWALK IMPROVEMENTS (CDBG FY 24-25) - CITY
PROJECT NO. 801 0111

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



RELEASE DATE: December 9, 2024

DEADLINE FOR QUESTIONS: December 20, 2024

RESPONSE DEADLINE: January 7, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

Request For Proposal #2024-070

Title: FOR PROFESSIONAL CONSULTANT DESIGN SERVICES FOR BAY AVENUE SIDEWALK IMPROVEMENTS (CDBG FY 24-25) - CITY PROJECT NO. 801 0111

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

City of Moreno Valley
REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTANT DESIGN SERVICES FOR BAY AVENUE
SIDEWALK IMPROVEMENTS (CDBG FY 24-25) - CITY PROJECT NO. 801
0111

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

Attachments:

A - Non-Collusion Declaration

B - Bay Avenue Sidewalk Improvements Project Location Map

C - Sample Consultant Agreement for Project Specific Services_801 0111 CDBG

1. NOTICE TO BIDDERS

1.1. Summary

The City of Moreno Valley is seeking a professional design consultant to design new concrete sidewalks, curbs and gutters and driveway approaches along both sides of Bay Avenue between Day Street and Grant Street (see attached Project Location Map).

You are hereby invited to submit a proposal for providing engineering plans, specifications and construction cost estimate (PS&E) for the Capital Projects Division. The selected consultants could be retained to serve the City for a period of 2 years subject to the approval of the City Council.

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

Due Dates and RFP-Contract Award Schedule

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

RFP Release Date	December 9, 2024
Questions & Answer Deadline	December 20, 2024, 2:00pm
Proposal Due Date	January 7, 2025, 2:00pm

2. GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. PROPOSAL CONTENT

The Consultant's Proposal shall be no more than 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.

3.1. Executive Summary

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

3.2. Technical Proposal

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 performing 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).

3.3. Proposed Staff/Team

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

3.4. Required Statements

The Consultant's Proposal shall include the following:

- A. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
- B. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
- C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (if needed) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
- F. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project design schedule are required of both the primary consultant, as well as any sub-consultant. 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, national origin, age, disability, sexual orientation, gender identity, or any other protected class.
- 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.

3.5. [Required Forms](#)

- A. Attachment A – Non-Collusion Affidavit

3.6. [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 project.
- 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.

4. PROSPECTIVE BIDDER QUALIFICATIONS

4.1. Prospective Bidder Qualifications

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

4.2. Minimum Qualifications:

The proposed staff who will be providing engineering plans, specifications and construction cost estimate (PS&E) shall have the knowledge of:

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

The proposed staff shall also possess the ability to:

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

- I. Organize, set priorities, and exercise sound independent judgement within areas of responsibility.
- J. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
- K. Establish and maintain effective working relationships with City management, staff, contractors, consultants, representatives of other governmental and utility agencies, business and community groups, citizens, the public and others encountered in the course of work.

4.3. Education, Training and Licenses:

Registered Professional Civil Engineer License.

5. SUBMISSION OF PROPOSALS

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

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

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

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

6. EVALUATION AND RANKING OF PROPOSALS

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

6.1. Experience and Qualifications

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</p> <p><i>(100% of Total)</i></p>

6.2. Experience of Key Personnel

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<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</p> <p><i>(100% of Total)</i></p>

6.3. Project Approach/Understanding

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<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</p> <p><i>(100% of Total)</i></p>

7. AWARD

- A. After conclusion of the Evaluation and Ranking of Proposals processes, the negotiation process will proceed with the number one ranked consultant.
- 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.
- E. A Notification of Intent of Award may be sent to the selected consultant after successful negotiation process.

8. SPECIAL TERMS AND CONDITIONS

8.1. Termination

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

8.2. Public Employees Retirement Law (CalPERS)

- A. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, CONSULTANT shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- B. CalPERS Participation. As set forth in this Agreement and in the Request for 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 of receiving any communications from CalPERS, share all communications and documents from CalPERS that it may legally share. In the event that either CONSULTANT or City files an appeal or court challenge, CONSULTANT and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

8.3. Managing Federal and State Funded Projects

As part of the engineering plans, specifications and construction cost estimate (PS&E), 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.

8.4. Indemnification

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

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

9. 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

Request For Proposal #2024-070

Title: FOR PROFESSIONAL CONSULTANT DESIGN SERVICES FOR BAY AVENUE SIDEWALK IMPROVEMENTS (CDBG FY 24-25) - CITY PROJECT NO. 801 0111

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.

10. SCOPE OF SERVICES

10.1. Project Description and Scope of Services

This project provides the construction of approximately 9,200 square feet of new concrete sidewalk, 1,500 linear feet of concrete curb and gutter and 3,800 square feet of driveway approaches along both sides of Bay Avenue between Day Street and Grant Street (see attached Project Location Map). The scope of required services include but are not limited to: development of engineering plans, specifications and construction cost estimate (PS&E). In accordance with the CDBG application timeline, complete 100% design shall be provided to the City by the end of October, 2025.

The scope of services shall consist of:

- Base Map Surveying:
 - Record Research – Obtain all relevant records, maps, and as-built plans necessary for the completion of the survey and base map work.
 - Survey Control – Locate and provide street centerlines, property corners, and property lines on base maps. Also include the Basis of Bearings, Bench Mark, and Temporary Control Points for the project.
 - Topographic Survey for the areas shown on the attached Location Map:
 - Provide surveys of all features (utilities, poles, meters and valves, catch basins, mailboxes, walls, fences, gates, trees, shrubs, signs, landscaping, hardscape, grade breaks, striping, edge of pavement, etc.) within the survey limits.
 - Provide line work and elevation of all existing street features such as catch basins, sidewalk, curb and gutter, crosswalks, fences, walls, etc.
 - Provide ground shot elevations for all grade breaks within the survey limits.
 - Centerline Stationing – Provide centerlines with correct bearings, with Station 10+00 at the centerline intersection of Day Street and Bay Avenue.
 - Mapping and Submittals – Provide CAD topographic base maps containing all surface features and shots with labels.
 - Provide data points in ASCII format.
- Utility Coordination:
 - Utilities Research: The Consultant shall request as-built plans from all utility agencies including, but not limited to: electric, gas, telephone, cable, TV and any other applicable agency.
 - Utility Relocation Coordination: The Consultant will take the lead in coordinating with utility companies for the relocation of their facilities, if necessary, with the assistance of the City.

This coordination should be completed within a reasonable timeframe as agreed upon by the City and the Consultant. Where possible, utilities will be ordered relocation by the City, and in such cases, the Consultant shall review the utility company's relocation plans as needed to ensure that they will be clear of the work necessary for the project. If necessary, the City may request the Consultant to prepare utility relocation or protection plans. The cost for such designs shall be included in the Consultant's proposal as an additive service.

- Plans, Specifications and Estimate (PS&E): Assume three rounds of submittals, at 30%, 60% and 90% for City Review and Final Signed PS&E.
 - Complete 30% design level: Identify sidewalk locations and limits, locations of ADA access ramps, locations of new driveways, locations of concrete slough walls or retaining block walls, retaining curb and relocation of existing mailboxes. Identify any potential utility conflicts. Deliverable: PDF of 30% plan drawings.
 - Complete 60% design level: Finalize geometric design of sidewalks, access ramps, driveways, concrete slough walls, retaining walls, retaining curb and relocation of existing mailboxes. Based upon utility coordination, develop type and relocation possibilities, if any. Develop preliminary specifications and cost estimate. Deliverables: PDF of 60% plan drawings, specifications and cost estimate.
 - Complete 90% design level: Update all plans, specifications and cost estimate per review comments. Deliverables: PDF of 90% plan drawings, utility relocation plans (if applicable), specifications and cost estimate.
 - Complete 100% Design Level Ready-to-List: Final plans, specifications, cost estimate and utility relocation plan (if applicable). Double check bid items match specifications exactly and are reflected on the plans. Deliverables: Final signed and stamped design plans (including utility relocation plan if applicable) in PDF and CAD format. Final specifications in PDF and word format. Final cost estimate in PDF and excel format.
- The Consultant is responsible for meeting with residents/tenants, as well as utilities, to discuss design issues, especially with their driveways, walkways, fences, etc., to accommodate the construction of the new sidewalks. In the event of a disagreement that cannot be resolved, the contractor shall propose an alternate design and submit to the City of Moreno Valley for final decision.

11. Vendor Questionnaire

11.1. Non-Collusion Declaration*

Please download the below documents, complete, and upload.

- [A NON~1.PDF](#)

*Response required

11.2. Technical Proposal*

Please upload Technical Proposal.

*Response required

11.3. Cost Proposal*

Please upload Cost Proposal.

*Response required

EXHIBIT B

CONSULTANT PROPOSAL

CITY OF MORENO VALLEY

Proposal

2024-070 for Professional Consultant Design Services for Bay Avenue Sidewalk Improvements

(CDBG FY 24-25) – City Project No. 801 0111

January 7, 2025





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3.1. Executive Summary

January 7, 2025

City of Moreno Valley
Submitted electronically.

RE: Proposal #2024-070 for Professional Consultant Design Services for Bay Avenue Sidewalk Improvements (CDBG FY 24-25) – City Project No. 801 0111

The **City of Moreno Valley** (City) is seeking a professional design consultant to design new concrete sidewalks, curbs and gutters and driveway approaches along both sides of Bay Avenue between Day Street and Grant Street. **Willdan Engineering (Willdan)** offers the City a best-in-class team to provide the required engineering services for the civil and traffic design services for this project. Willdan has provided over 61 years of similar municipal engineering services to more than 800 public agencies. The following strengths set us apart from the competition and make us the best-qualified team for this assignment:

Experienced Project Manager Willdan’s team will be led by Project Manager **George Saba, PE**, who brings over 35 years of expertise in public works projects. His extensive experience in managing similar projects ensures he understands what it takes to deliver successful capital improvements. With a proven track record in civil engineering, Mr. Saba is highly qualified to oversee the project and handle specific technical tasks. He will also act as the City’s primary point of contact.

Knowledge of the City Our work with the City began in 1983 and has continued to this day, spanning over 40 years of service – 72 contracts to date, including planning, civil and traffic engineering design, building and safety and financial services.

Unmatched Expertise Serving public agencies on transportation infrastructure projects is the cornerstone of Willdan's business. The project team members have experience working together on hundreds of roadway improvement projects and bring expertise in the latest technologies, construction methods, and innovative application techniques. Willdan's team portfolio includes a variety of projects, such as roadway widening, drainage systems, pedestrian and bike facilities, retaining structures, traffic signal systems, pavement markings, pedestrian movement planning, and traffic control strategies. At Willdan, we are committed to delivering solutions that enhance mobility and safety in every community we serve.

We thank the City of Moreno Valley for the opportunity to submit our proposal. We are enthusiastic about continuing our partnership with the City and look forward to collaborating on the successful delivery of this project. Willdan has no additions or exceptions to the City's Request for Proposal. This proposal is valid for 60 days from the due date.

Respectfully submitted,

WILLDAN ENGINEERING

Tyrone Peter, PE
Director of Engineering

General Firm Information

Full Legal Name and Contact Information: Willdan Engineering (a subsidiary of Willdan Group, Inc. (WGI)), George Saba, PE, 2401 East Katella Avenue, Suite 300, Anaheim, CA 92806-6073 | C. 714.883.3935 | gsaba@willdan.com

Organizational Structure (corporation, LLC, etc.): California Corporation

Persons Authorized to Make Commitments: Tyrone Peter, PE, Director of Engineering; Vanessa Munoz, President and CEO

Length of Relevant Experience: 60 + Years

Current Number of Employees (with emphasis on key personnel): 1,700 US (WGI) | 650 Southern California (WGI) | 4 Key Personnel Proposed for this Contract + 58 Technical and Specialist Staff



3.2. Technical Proposal

A. Approach and Understanding

Willdan utilizes a management approach wherein each assignment is undertaken by a project team. Each project is assigned to a senior member of our staff with the background, experience, and availability best suited for the assignment. For this assignment, Willdan’s **Project Manager, George Saba, PE**, will be the single point of contact for City staff and will convey relevant matters to the project team as appropriate. Willdan maintains a quality control program that includes peer and constructability reviews of all design projects. This process has served us well and is demonstrated by the amount of successful construction that has taken place because of Willdan-designed projects. Our team’s management approach has been proven on past assignments to be effective in delivering services on time, within budget, and to the client’s satisfaction.

Willdan will first meet with the City to discuss and obtain all project requirements and gain a complete understanding of the City’s project objectives. We have developed a comprehensive approach for undertaking a project that builds upon the key points described above. Understanding the importance of completing the project on time and within budget, our team’s approach is to sequence the major steps in the most time-efficient manner. The major steps in our approach and strategies for sequencing are:

	<p>Prepare a Work Plan that addresses staffing and assignments, the scope of work, deliverables, budget, and schedule. The Work Plan provides definitive directions to the project team, as agreed to by the City of Moreno Valley.</p>
	<p>Develop a Schedule that defines each task needed to meet key milestone dates. Using open dialogue with our team, the City’s project staff, and stakeholders, Willdan will make adjustments, as needed, to meet the project delivery goals.</p>
	<p>Conduct project team meetings to facilitate informed discussions and decisions and team consensus on solutions and action items. All team members are kept informed via complete and accurate meeting minutes that highlight decisions, action items, and prompt follow-through.</p>
	<p>Consistently use project tracking tools, such as Issues Logs, Decision Logs, monthly progress reports and schedule updates.</p>
	<p>Stakeholder Engagement and Public Outreach. Willdan will assist the City in engaging stakeholders affected by the project's construction activities, particularly property owners whose driveway configurations will be impacted by the new sidewalk. This will help create support for the project and build a stronger community relationship.</p>
	<p>Research and Development. Having a comprehensive and accurate base map and verifying field conditions is critical to developing a design that addresses potential utility conflicts. This includes prompt utility requests to obtain necessary information regarding buried and overhead facilities. Other record improvement drawings such as traffic signal, signing and striping, street lighting and street improvement as-builts – together with photographs, and field observations – will make up the remainder of the resources used to compile the base mapping.</p>
	<p>Utility Coordination. Our strategy to expedite utility coordination is to proactively coordinate with the utility companies early and frequently throughout the process. Our emphasis – once we have the identified facility locations – will be to continue our communications with them to define necessary relocation/adjustments or eliminate their need to make changes in existing facilities.</p>
	<p>Environmental Documentation. Our strategy is to assist the City in complying with the disclosure and mitigation requirements of CEQA documentation.</p>





	<p>Preliminary Design. It is important to have a comprehensive and preliminary design that incorporates field review observations, identifies limits of improvements and utility information, incorporates potential impacts due to construction activities, and routinely updates construction estimates during the various task phases. Impact identification at this stage is critical to control construction costs and minimize construction delays. Although we don't anticipate any on-site element relocation or utility relocations for the project, they are critical items that could delay the project or add to the construction cost. In the preliminary design phase, sustainable design elements will be recommended for City's consideration.</p>
	<p>Final Design. Our strategy is to begin the final design (plans, specifications, and construction estimate) as soon as the preliminary design has been approved.</p>
	<p>Constructability Review. Prior to submittal of the 100% plans, Willdan will provide a complete constructability review of this project as part of the design process. This review is a standard quality control measure used by Willdan to help limit contract change orders and potential claims against this project</p>
	<p>Services during Construction. Our project manager and team leads will be available to the City during the bid and construction phase of the work to provide technical assistance, as needed, to facilitate the accomplishment of the project. Upon the completion of construction and receipt of the contractor's and inspector's red-line control plan sets, we will review and clarify any apparent conflicts in as-construction notations, and then prepare an as-constructed set of record drawings for the City's file.</p>

B. Understanding of City's Requirements

Willdan understands that the City of Moreno Valley is seeking proposals from qualified consultants to provide professional engineering design services for preparing bid documents. These documents will support the construction of approximately 9,200 square feet of new concrete sidewalk, 1,500 linear feet of concrete curb and gutter, and 3,800 square feet of driveway approaches along both sides of Bay Avenue, between Day Street and Grant Street.

The project will involve constructing Concrete Masonry Unit (CMU) retaining walls in areas where properties are elevated above the sidewalk's finished grade. It also requires integrating existing driveways and coordinating closely with property owners regarding fences impacted by the new sidewalk and retaining walls. Additionally, the project will restore street pavement striping and markings to improve overall safety.

Willdan's design team will visually assess the pavement condition and collaborate with City staff to determine and implement an appropriate pavement rehabilitation strategy, if necessary.

With extensive experience, Willdan has successfully completed over 20,000 roadway improvement, rehabilitation, and ADA compliance projects throughout California, making this project a perfect match for our expertise.

Suitability of Our Services to Meet City's Requirements

More than any of our competitors, Willdan's proposed project team understands the City of Moreno Valley local and regional issues. This is why we understand how important it is to have the right people, with the right history and experience, intimately involved in project management and design of the project to successfully complete the project on schedule and within budget. To this end, we are committed to working tirelessly to resolve all project issues with stakeholders and apply our technical expertise, local knowledge, and professional relationships to a cost-effective design.

Strength of Our Work Plan

Willdan's Advantage lies in its extensive experience in delivering projects with a personalized touch and practical solutions. The team is highly trained to tailor approaches that meet the specific constraints of





each project, ensuring that every detail is considered. With a strong commitment to responsive service and successful project outcomes, Willdan consistently delivers high-quality results while maintaining a focus on cost-efficiency. The company brings hands-on expertise and a unique perspective, ensuring that cities receive top-tier service at the most competitive prices.

Previous Experience

Citywide Street Rehabilitation – FY22		
<i>Client</i>	<i>Contact</i>	<i>Dates</i>
<p>City of Pico Rivera 6615 Parsons Boulevard Pico Rivera, CA 90660</p>	<p>Gene Edwards, PE Assistant Public Works Director (562) 801-4225 gedwards@pico-rivera.org</p>	<p>April 2022- March 2023</p>
<p>Willdan provided engineering design services, including preliminary engineering, surveying, and preparation of plans, specifications and estimates for assessment of the existing pavement conditions of identified streets, and provided recommendations for the Citywide Street Rehabilitation Project – Overlay and Reconstruction. Improvements for the project included pavement rehabilitation on various roadway segments identified in Exhibit 1 of the City’s RFP; and parkway improvements, such as reconstruction of existing damaged and uplifted concrete sidewalk, curb and gutter, and drive approaches. Willdan understood driveways were repaired where drainage and ADA issues existed. Curb ramps were installed or reconstructed to ensure compliance with ADA requirements, as well as design survey and utility adjustments, pavement assessments, signing and striping, and replacement of traffic loops. As we did in the 2021 Citywide pavement rehabilitation project, Willdan reviewed and adjusted project street segments and limits based on the City’s future water and sewer CIP projects. Willdan reviewed other street improvement projects and coordinated the design accordingly.</p>		
<p>Key Staff: <i>George Saba, Tyrone Peter, Jeff Lau, Camryn Lopez, Matt Crim, Tamara Boeltl</i></p>		
Baseline Beautification and Safety Improvements, and CDBG Overlay		
<i>Client</i>	<i>Contact</i>	<i>Dates</i>
<p>City of Highland 27215 Base Line Highland, CA 92346</p>	<p>Carlos Zamano, PE Public Works Director (909) 864-6861 ext. 254 czamano@cityofhighland.org</p>	<p>April 2016 – December 2018 July 2022 – December 2022</p>
<p>Willdan provided professional engineering design services to the City of Highland for the widening of Base Line Street. The improvement of 0.25 mile along Base Line was particularly challenging in a few critical areas. The widening of the southeast corner of Base Line and Siene Avenue has an impact on the Arco Gas station property. This impact eliminated parking spaces and required the relocation of the Arco monument sign. The Ultimate widening layout also required utility relocation, such as an SCE transformer switch, a fire hydrant, an AT&T vault and SCE streetlights. Willdan’s scope of work included the preparation of plans, specifications and estimate for street traffic signal, street lighting, landscape, and signing and striping plans. The project was federally funded with Highway Safety Improvement Program (HSIP) Funds. Due to the federal funding, the environmental documentation for this project followed the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA).</p>		





Additional services provided by Willdan included providing topographic survey and legal descriptions, including plat for right-of-way take and street vacation and utility coordination.

Willdan also provided design input and quality control for plans, specs, and estimates in 2022 for the CDBG overlay project. This scope of work included the preparation of plans, specifications, and estimates (PS&E) for the resurfacing of Cunningham Street and McKinley Street from 9th Street to Base Line. The sidewalk, driveways, and curb and gutter were recently constructed along the west side of Cunningham Street.

Key Staff: Tyrone Peter, Jeff Lau, Camryn Lopez, Matt Crim, Tamara Boeltl

Foothill Boulevard Link Bike Path CMU Wall

Client	Contact	Dates
<p>City of La Canada Flintridge 1 Civic Center Drive La Canada Flintridge, CA 91011</p>	<p>Maged El Rabaa, PE Public Works Director (818) 790-8882, Ext. 205 melrabaa@lcf.ca.gov</p>	<p>September 2023 – March 2024</p>

Willdan Engineering provided professional engineering design services for the design of Concrete Masonry Unit (CMU) block wall along the eastbound side of Foothill Blvd. in the City of La Cañada Flintridge. The proposed CMU wall commenced 290 feet west of the Rosebank Drive intersection and ended 265 feet east of the same intersection. The wall serves as a preventive measure to catch debris falling onto the bike lane. The estimated length of the wall is approximately 550 feet.

Key Staff: Tyrone Peter, Jeff Lau, Camryn Lopez, Tamara Boeltl

Current Workload

One basic requirement to complete work according to the project schedule is the availability of staff and our ability to assemble the project team with the appropriate technical disciplines. Willdan's workload is reviewed on a weekly, monthly, and quarterly basis. Willdan will commit, on a priority basis, the labor resources necessary to complete a specific project or projects. Willdan has staffed this project with the appropriate experienced staff and is fully committed to completing the awarded project(s) scope of services within project schedules and budgets.

C. Detailed Work Plan

Willdan's work plan is presented in a task sequence consistent with our manpower estimates and as outlined in the City's Request for Proposal. Willdan is in general agreement with the City's scope and has provided descriptions of recommended additional services to further define the tasks and deliverables provided in the City's scope of services. Major modifications of the City's scope language are highlighted in our scope.

Task 1 – Project Management/Coordination/Meetings

Willdan will conduct all tasks necessary to complete the project, including day-to-day project management, meetings, progress reports, project communication and agency follow-up, project scheduling and tracking, invoicing, and overall administration of the project. Willdan's project management approach to manage and control the project is expected to include, but not be limited to:

- A project pre-design (kick-off) meeting will be scheduled to include City staff. The City will provide a detailed explanation of the project scope and schedule. Major aspects of the project





will be discussed, including the design criteria, utility coordination, plan preparation and specifications, estimates, submittal reviews, bid process, and anticipated construction issues.

- In addition to the kick-off meeting, Willdan will attend meetings for the various design submittal stages at three meetings: 35%, 65%, and 95% design. Request for attendance at additional meetings other than those discussed above (a total of four meetings) will be for an additional fee.
- Willdan will prepare and distribute meeting agendas and minutes for all project meetings.
- Willdan will submit monthly progress reports to the Project Engineer via e-mail or phone conversations if required.
- Develop and monitor a critical path method project schedule using Microsoft projects software. The schedule will identify each task, start and end dates, and duration. The schedule will be updated monthly and submitted with the progress report, if required.
- Willdan will prepare and provide the City with a QA/QC plan on the project to ensure quality control for the duration of the project.

Task 2 – Pre-Design Research (35% Plans)

Records Research. Willdan will obtain available as-built drawings, survey data and utility contact information from the City. The research may include assessor parcel maps, tract maps, recently completed or planned improvement drawings, as-built drawings for street, signing, striping, and storm drain, as well as municipal improvements such as water and sewer as-builts, atlases, and/or GIS information.

Topographic Survey. Willdan’s subconsultant Johnson-Frank & Associates will perform topographic land surveys necessary to design the intended roadway, curb, gutter, sidewalk, ADA curb ramp, and driveway improvements. The ground survey will establish horizontal control, vertical control, centerline control, identification of survey monuments, visible surface utilities, curbs and gutters, edge of pavements, and grade breaks and will provide supplemental shots in identified areas of concern based upon preliminary engineering.

Field Reviews. Willdan will conduct a field review of the project location. Techniques utilized will include, but not be limited to, visual inspection, available as-built plans, topographic survey, and agency consultation.

Geotechnical Investigation. Willdan will conduct a geotechnical investigation to determine the appropriate foundation type for the retaining walls. The investigation will include hand auger borings at strategic locations to a maximum depth of 2 to 3 feet below ground surface (bgs). Soil samples will be collected and tested for in-situ moisture content and density, gradation, direct shear strength, expansion index, and corrosivity (pH, resistivity, soluble chloride, and sulfate content). A Geotechnical Investigation Report, signed and sealed by a Registered Geotechnical Engineer (R.G.E.), will document our findings, conclusions, and recommendations for the geotechnical aspects of the design and construction of the proposed retaining walls.

Utility Coordination. Willdan will prepare utility notices to send to utility companies in accordance with the City’s procedures and deliver them to the City for mailing under City letterhead. Documentation of contacts and responses will be copied to the City and maintained on a log provided by the City. All responses, questions, and correspondence from the utility companies will be addressed to Willdan’s utility coordinator.

Utility owners identified as needing relocation or adjustment to accommodate the proposed improvements will be notified about the project and its potential impact on their facilities. Detailed





project plans will be provided to each affected utility company to assist in the development of their design solutions. The Willdan team will collaborate closely with each utility company to ensure their design plans effectively resolve the conflict.

Task 3 – Plans, Specifications and Estimates (65%, 95%, 100%)

Willdan will prepare the project plans, specifications, and estimates, ensuring all City feedback and review comments are addressed. The plans and specifications will be signed by a Registered Civil Engineer.

Street Improvement Plans. Street Improvement Plans will be prepared at a horizontal scale of 1"=40' and a vertical scale of 1"=4'. The design plans will include but are not limited to the proposed widening of the pavement structural section, curb and gutter, sidewalks, ADA-compliant ramps, and retaining walls to complete the necessary street improvements. Drainage improvements will be included as required, although none are anticipated at this time. Asphalt concrete pavement rehabilitation will be included if requested by the City to complete the related street improvements.

Willdan's design plans will include details for transitioning the new driveway alignments to the existing property driveways. Exhibits will be prepared to present to property owners to obtain their support for the project.

Signing and Striping Plans. Signing and striping plans will be prepared at a scale of 1" = 40' for the project limits to implement the proposed bike lane improvements. The design plans will include, but not limited to proposed street striping, street legends, crosswalks, and all other ancillary street markings and signing that must be installed, replaced, or removed to complete the new street improvements.

Project Specifications. Willdan will prepare the project's construction specifications utilizing City provided boilerplate specifications to support the specified project improvements. Project specifications will be submitted in hard copy and electronic formats at the 95% and 100% submittals for the City's review and comment. Willdan will be responsible for compiling specifications that are complete, ready for bidding purposes, and signed by a state-registered civil engineer.

Engineer's Opinion of Probable Construction Cost (EOPCC). Willdan will prepare a detailed EOPCC of probable costs in a Microsoft Excel spreadsheet. The items will be arranged in chronological order of construction and will identify the bid items to be included in the contractors' bid forms. The estimate will be based on recent bid prices for similar pavement reconstruction and traffic-related improvement projects. Backup quantity calculations will be provided, showing detailed computations for the accuracy of the quantities upon request. The EOPCC will be furnished at 65%, 95% and 100% design milestones.

Environmental. Willdan anticipates that a Categorical Exemption under CEQA Guidelines Sections 15301(c) and (d) (repair and/or rehabilitation of existing facilities with no capacity increase) will be sufficient for CEQA compliance. A Notice of Exemption (NOE) will be prepared and filed with the county recorder upon completion of the design phase.

Constructability Review. Prior to the submittal of the 100% plans, Willdan's construction management team will provide a complete constructability review of this project as part of the design process. This review is a standard quality control measure used by Willdan to help limit contract change orders and potential claims against this project. This review shall include, but not be limited to, the following tasks:

- Perform a complete job walk reviewing the existing improvements and identifying potential conflicts, including traffic control, pedestrian, access, utilities, and right-of-way issues.
- Review the design and specifications to identify potential construction issues.





Task 4 – Public Outreach

Willdan will support city staff to facilitate effective communication between the city and the impacted residents. Our support role includes the following.

1. Prepare conceptual plans at a scale of 1"=40'. The conceptual plans will present the preliminary alignment for driveway approaches for each property affected by the project.
2. Attend public presentations on the proposed project to inform the public of the project and receive input. A second meeting will be held to present the public with details of the proposed improvements.
3. Provide information for the public outreach meeting, including mailing information, and write-ups for social media. The community will be informed of the meetings through mailing, website postings, local newspapers and community websites.

Task 5 – Engineering Support During Bidding

Willdan will provide engineering support during bidding and be available to answer questions regarding the technical provisions of the contract, special provisions, design drawings, or design issues raised during bidding. Necessary addenda clarifying actual design oversight or conflicts will be prepared at no charge. If a pre-bid conference is needed, Willdan will attend to answer the bidders' questions.

Task 6 – Engineering Support During Construction

Willdan will provide support during the construction phase. Work includes the following:

Construction Administration Assistance

- Provide a response to the contractor's requests for information (RFI) about the plans and specifications forwarded to Willdan by the City. It is assumed that 5 RFIs will be responded to.
- Review and approve shop drawings.
- Review and approve submittals and approved equal requests.
- Assist the City with the Contractor Change Orders (CCO) review.

Construction Meetings

- Attend Pre-construction and up to three (3) construction progress meetings, if requested by the City.

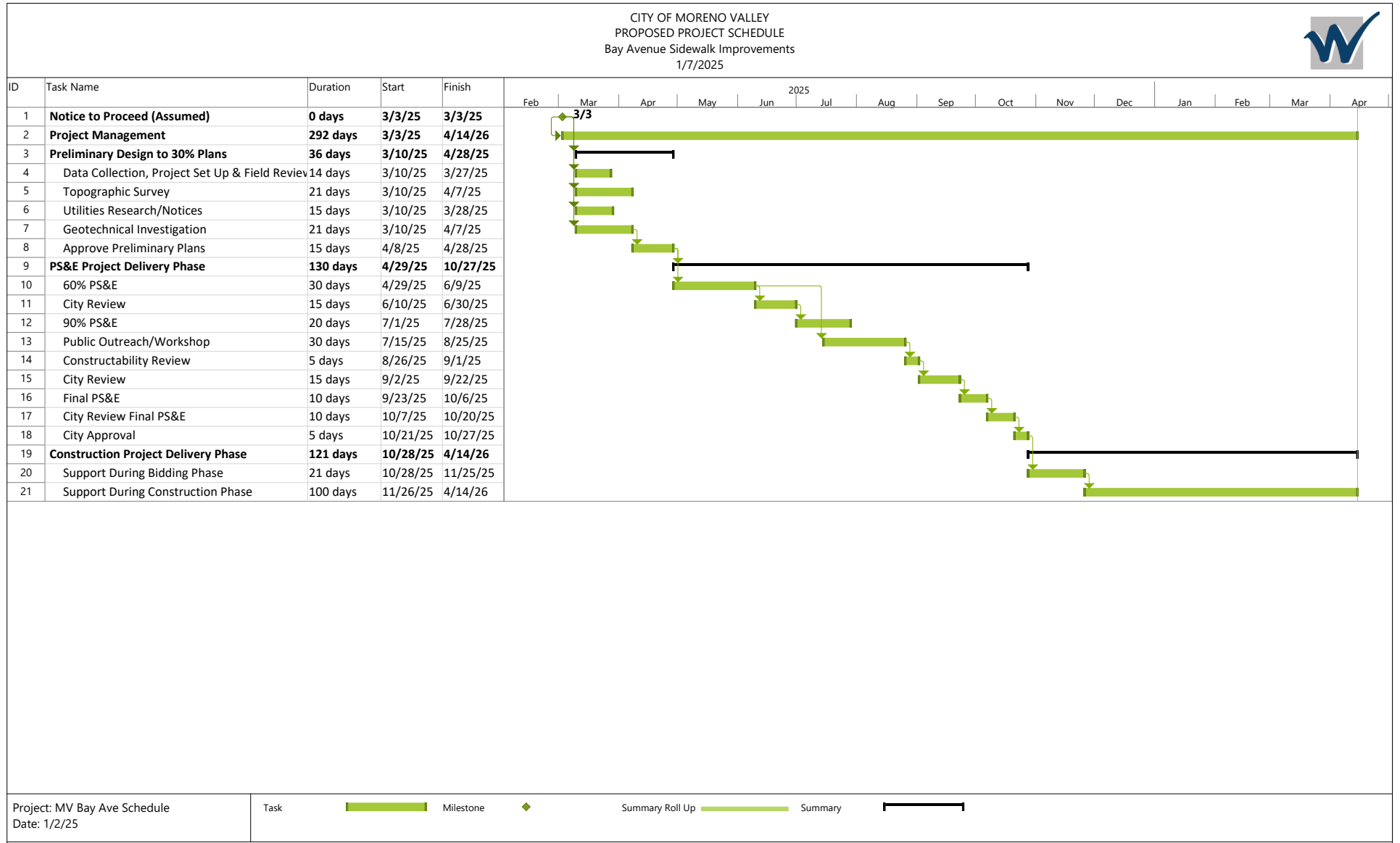
Record Drawings

- Prepare as-built drawings based on redlines provided by the contractor and construction inspector at the completion of construction using AutoCAD.





Project Schedule





Project Controls

Willdan's project control system is designed to provide a coordinated effort between all task facets of a project in the framework of the pre-established master schedule, budget controls, and reporting system. The project control system provides an objective measure of performance, integrating the following functions:

- ✓ Work breakdown structure
- ✓ Budget control system
- ✓ Master schedule control system
- ✓ Progress reporting
- ✓ Work breakdown structure

Staffing and Resource Management Plan

Willdan is completely committed to providing the staffing and resources required to complete projects under this bench contract on schedule and with high quality. We prepare labor projections for all projects to ensure we meet this commitment. Projections are made for each individual project and then aggregated by the technical director to produce division/office-wide labor needs and to identify shortages or surpluses.

Labor planning for this contract will be done on an individualized basis. Mr. Saba will coordinate with the task leads to identify the staff required to complete each awarded project and calculate the hours. This data will be input into our project staffing needs plan on a weekly basis.

For activities that do not require a specific person (i.e., draftsperson, technical aide, word processing, etc.), this estimate will be done on a position basis. Project staffing assignments will match the experience of personnel with the degree of project complexity. Because resources are often shared for any given project, our Task Leads are very involved in our staff workload projections.

Manhour Breakdown. The manhour breakdown structure subdivides the work into manageable segments and is the basis for our project control plan. The structure is tailored to specific project needs, but generally has typical elements, including codes to identify work segments and engineering disciplines, weekly reports, and project resources schedule.

To monitor labor costs, each person performing work on a project completes a weekly timecard that identifies the project, segment of work, and engineering discipline by code. Man-hour summary reports are developed weekly from the timecards and are issued to our Task Lead for review. Each Task Lead then updates the schedule. This simple system provides accountability for Willdan's payroll, billings, and progress reporting and serves as the basis for all cost-related project management data.

Cost Control. The budget control system is prepared in accordance with the work breakdown structure. The budget becomes the control against which performance is measured. The budget is time phased by combining project master scheduling data with budget data. Actual costs are compared with budgeted costs and variances analyzed. Deviations between planned and actual cost can then be evaluated to forecast and control future work. Beginning with electronic timekeeping, project hours are assigned to the appropriate tasks and subtasks and booked as work-in-process. Pre-bill reports are generated that identify the hours to be billed along with any other direct charges to the project. This is the information used to determine each month's invoicing. Once hours and charges are billed, they are shifted from Work-in-Process to Accounts Receivable to ensure that billed hours are inactivated. Monitoring is easily accomplished through team member progress updates and comparisons between the scope of work, schedule, and budget.





Schedule Control. A critical path method master schedule will be prepared following the notice to proceed. The schedule will identify major items of work and will be the vehicle for monitoring, controlling, and tracking progress. The schedule will be updated monthly to reflect actual and forecasted completions. This allows our Task Leads to anticipate and forecast potential issues and develop an advanced strategy to proactively mitigate problems before they impact the schedule. If it is determined that a project is falling behind schedule, Task Leads meet with the respective team members, identify the problem, and ensure that extra support and effort are expended to bring the project back on schedule. Willdan will keep City staff informed of the overall schedule, including advanced notification of any necessary adjustments or actions to remain on track. Task Leads will monitor all progress on a weekly basis.

Progress Reporting. The submittal requirements and format for consistent monthly reporting of project costs and status will be confirmed with the City during the project start-up period. The status report will contain a project performance summary, action items, outstanding items to be resolved, an updated schedule, and a comparison and narrative of budgeted costs versus actual costs.

D. List of Deliverables

Task 1 – Project Management/Coordination/Meetings Deliverables

- Monthly meeting agenda, minutes, monthly progress report including action items tracking table, updated project schedule and budget and monthly invoices.

Task 2 – Pre-Design Research Deliverables (35% Plans)

- Topographic Survey
- Right-of-Way Engineering
- Field Review Notes
- Field Photographs
- Geotechnical Report
- Utility Coordination

Task 3 – Plans, Specifications and Estimates (65%, 95%, 100%) Deliverables

- Electronic PDF Plan Set at 65%, 95%, 100%, final design
- Electronic PDF and Word file of complete specifications at 95%, 100%, final design
- Electronic PDF and Excel file of estimated quantities and engineer's estimate of probable costs at 65%, 95%, 100%, final design
- Prepare CEQA Notice of Exemption (NOE) and a brief justification statement.
- Assist City to file NOE on City's behalf with the County Clerk.

Task 4 – Public Outreach Deliverables

- Concept Plans
- Meeting attendance three (3)
- Informational Mailing

Task 5 – Engineering Support During Bidding Deliverables

- Addenda
- Review and respond to RFI's

Task 6 – Engineering Support During Construction Deliverables

- Response to RFI's
- Approve Submittals
- Review CCO's





E. Quality Assurance and Quality Control (QA/QC)

Quality assurance and control procedures are critical to ensuring sound engineering practices and quality deliverables are produced for our clients. Project-specific quality assurance/control activities will be planned at the beginning of each awarded task assignment. Typical quality assurance/control activities include assigning the appropriate technical staff to the project, selecting the proper project technical approach, establishing a project schedule that meets City and internal Willdan deadlines, and determining the proper level of quality assurance/control review. These project deliverables review levels are:



As Quality Assurance Manager for the City's improvement project, Tyrone Peter, PE will oversee the quality assurance and quality control protocols by assigning a senior staff member experienced in the required disciplines to oversee the implementation of project-specific quality assurance/control activities. This senior staff member will report directly to Tyrone but will work closely with George to monitor and adjust the project quality assurance/control activities to ensure project objectives are met.





3.3. Proposed Staff/Team

A. Key Personnel

As Willdan explored the scope of this project and identified and investigated the key challenges, we assembled our project team – matching expertise to project needs. The selected individuals will lend their expertise and knowledge to respond to the needs of the City and deliver exceptional services. This group of specialized experts is dedicated to serving the City of Moreno Valley through innovative solutions and quality results.



Willdan is committing high-performing staff to the Sidewalk Improvement project. We have over 60 qualified staff with commensurate experience who are qualified to serve as back-up technical support as needed. The remainder of our engineering, planning, construction management, and other discipline resources – totaling over 370 staff – can provide consultation, if required, in other disciplines such as infrastructure, right-of-way, geotechnical engineering; stormwater drainage and flood control; construction management and inspection; municipal financing; and energy conservation.

Willdan recognizes that effective, ongoing cooperative communication between all parties over the course of any assignment is essential to successful project completion. This communication starts with regular correspondence, teleconference discussions, and meetings with City staff seeking direction on issues that may arise and keeping City staff apprised of the project. Clear and concise progress updates are provided. Emails and teleconferences are utilized whenever possible and appropriate to minimize City staff time spent in meetings.

Project Manager Advantages

- George Saba, PE, offers the City of Moreno Valley:
- 35+ Years Experience in transportation and Capital Improvement Projects.
 - Extensive Caltrans Local Assistance Program expertise.
 - Knowledge in criteria and actions necessary to meet federal funding requirements.

Project Manager

Willdan has selected **George Saba, PE** to serve as **Project Manager** for the Sidewalk Improvement project. In this role, George will be the City's primary contact and will serve as the day-to-day contract administrator. He possesses over 35 years of experience providing municipal engineering services and managing public works capital improvement projects. He understands the importance of meeting schedules and developing the most cost-efficient project to meet budgetary constraints. Tyrone Peter, PE, will serve as the Principal-In-Charge and alternate Consultant Representative, should George be unavailable.




Project Team

Brief summaries of the team’s qualifications and the organizational chart are presented below. Full resumes of the key personnel listed are presented in Section C of this proposal.

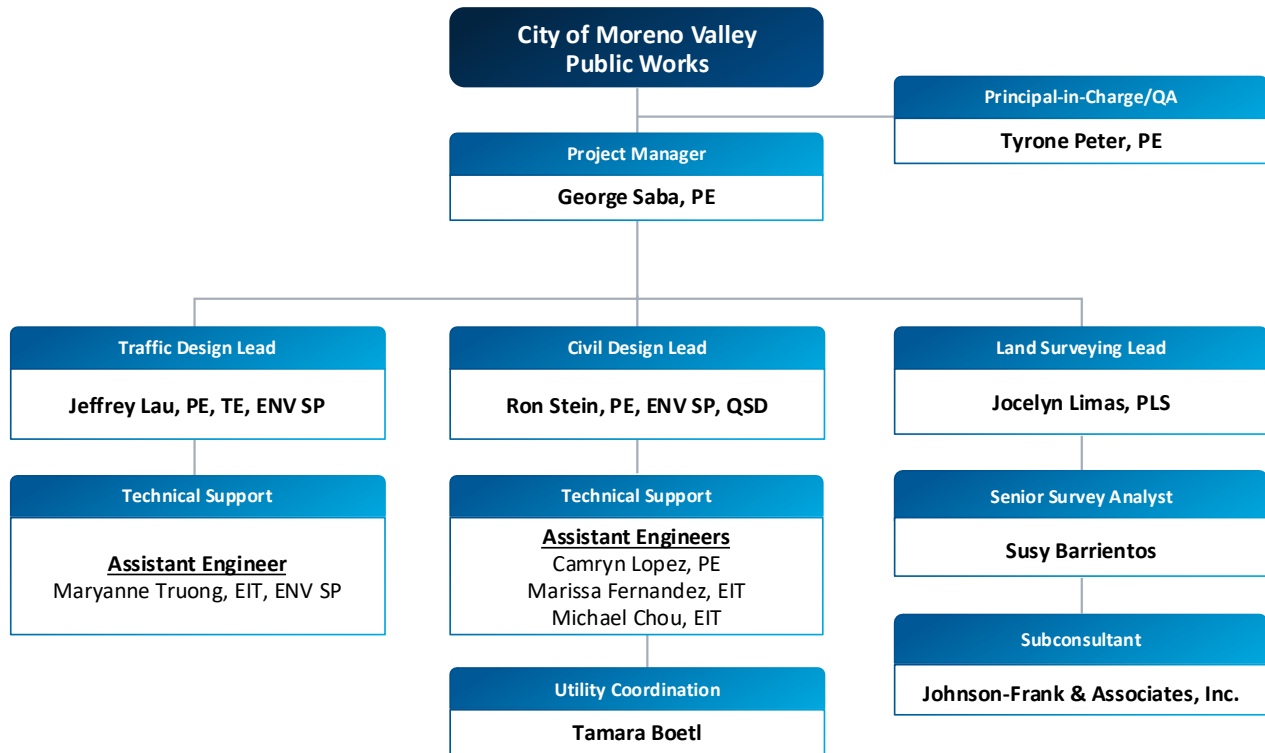
Team	Credentials
Tyrone Peter, PE Principal-in-Charge & Quality Assurance Manager <i>19 Years of Experience</i>	<ul style="list-style-type: none"> ▪ BS, Civil Engineering ▪ Civil Engineer, California No. 81888
George Saba, PE Project Manager <i>35 Years of Experience</i>	<ul style="list-style-type: none"> ▪ BS, Civil Engineering ▪ Civil Engineer, California No. 54563





<p>Ronald Stein, PE, ENV SP, QSD Civil Design Lead <i>13 Years of Experience</i></p> 	<ul style="list-style-type: none"> BS, Civil Engineering Civil Engineer, California No. 86877 ENV SP, Institute for Sustainable Infrastructure No. 56028 Qualified SWPPP Developer, No. 86877
<p>Jeffrey Lau, PE, TE, ENV SP Traffic Design Lead <i>22 Years of Experience</i></p> 	<ul style="list-style-type: none"> BS, Civil Engineering Civil Engineer, California No. 83887 Traffic Engineer, California No. 2835 Envision Sustainability Professional No. 45376
<p>Tamara Boeltl Utility Coordination Lead <i>37 Years of Experience</i></p>	<ul style="list-style-type: none"> Coursework in Blueprint Reading, Building Construction and Business English
<p>Jocelyn Limas, PLS Land Surveying Lead <i>21 Years of Experience</i></p> 	<ul style="list-style-type: none"> AA, Sociology Land Surveyor, California No. 9596 Remote Pilot License, FAA No. 4080288

Organizational Chart



B. Back-Up Personnel

As a full-service, national, multi-disciplinary corporation, Willdan has a large reserve of talent to draw from, if the need for backup is required, to ensure a timely response to requests for service. This back-up staff creates flexibility within our organization to provide the necessary services to accommodate requests from our clients. Willdan’s large corporate pool enables the firm to maintain quality services, project schedules, and project budgets.





Subcontractors

Johnson-Frank & Associates, Inc. provides a wide range of surveying services to an equally diverse portfolio of private and public sector clients. These services include reviewing subdivision maps, tract maps and Records of Surveys for numerous local public agencies. From relatively small staking projects to large-scale governmental horizontal and vertical control surveys, their firms' surveying and mapping capabilities are second to none. Global positioning system receivers are utilized, as well as conventional total stations and first-order leveling equipment. Because Johnson-Frank routinely integrates the implementation of varied skills with the latest technology, results are optimized; more importantly, clients' goals are affordably and precisely met. Johnson-Frank is a company with a long history of proven stability and high ethical standards. They strive to continue their 26-year tradition of providing client satisfaction and exceeding industry standards.



Subcontractors Key Personnel

Team	Credentials
Alan D. Frank, PLS Principal, Project Manager/Project Surveyor <i>34 Years of Experience</i>	<ul style="list-style-type: none"> BS, Surveying Engineering Certified Federal Surveyor No. 1091
Roger A. Frank, PLS Principal, Quality Control and Project Surveyor <i>59 Years of Experience</i>	<ul style="list-style-type: none"> Certified Federal Surveyor No. 1092
Joe Padilla, PLS Project Surveyor <i>42 Years of Experience</i>	<ul style="list-style-type: none"> California, PLS No. 7557
Jason Primas, PLS Survey Party Chief & Project Surveyor <i>24 Years of Experience</i>	<ul style="list-style-type: none"> California, PLS No. 9803

Subcontractors Recent Similar Projects

On-Call Services, Irvine	HD-6225, HD-IC-01330, HD-IC-01368, HD-IC-01521, HD-7907, HD-8426, HD-8838, and HD-9236	IDIQ Contract for Surveying and Mapping - Contract No. W912PL-19-D-0013
City of Irvine Andrew Pham, Associate Engineer 1 Civic Center Plaza Irvine, CA 92606 Associate Engineer (949) 724-7309	Port of Long Beach Kim Holtz, Director 415 W. Ocean Blvd. Long Beach, CA 90802 (562) 283-7271	Los Angeles District, US Army Corps of Engineers Ron Spencer 645 Durfee Avenue El Monte, CA 91734 (626) 401-4011





C. Resumes of Proposed Staff/Team Members

We are pleased to provide the resumes for the following Proposed Key Team Members.

Team Member Name	Proposed Position for the City of Moreno Valley
Tyrone Peter, PE	Principal-in-Charge/Quality Assurance Manager
George Saba, PE	Project Manager
Ronald Stein, PE, ENV SP, QSD	Civil Design Lead
Jeffrey Lau, PE, TE, ENV SP	Traffic Design Lead
Jocelyn Limas, PLS	Land Surveying Lead





Tyrone Peter, PE

Principal-in-Charge/Quality Assurance Manager

Profile Summary

Education:	<ul style="list-style-type: none"> ▪ BS, Engineering and Civil Engineering, Tamil Nadu College of Engineering ▪ Civil Engineering, Murugappan Polytechnic
Credentials:	<ul style="list-style-type: none"> ▪ Civil Engineer, California No. 81888
Experience:	19 Years

Tyrone Peter is an accomplished civil engineer for multi-discipline and multi-agency infrastructure projects and is known for providing innovative, quality engineering services to ensure project delivery within budget and schedule. His years of experience managing and designing all types of public works projects provide a solid foundation to understand what is needed to deliver a successful project and make him the perfect fit for overseeing the entire project as well as specific civil engineering tasks. Mr. Peter's comprehensive experience includes the design of state highway, new street, street widening, street realignment, pavement rehabilitation, light rail and railroad, grade separation, flood control facility, water, and sewer projects. He has supervised feasibility studies, project study reports, project reports, construction document preparation, grade certification issuance, construction administration, and construction inspection. He is proficient at managing large project teams with subconsultants and multiple technical disciplines.

Professional and Project Experience

Malvern Avenue Rehabilitation Project, Buena Park, CA. Project Manager. The 1.75-mile project provides three travel lanes in each direction along the northerly section and two travel lanes along the easterly section. Improvements included asphalt, curb ramps, curb and gutter, sidewalks and catch basins. Bike lanes were also installed at the completion of the improvements. Street rehabilitation strategies included cold-mill with ARHM overlay and/or full-depth reconstruction. During the field review for the preparation of the preliminary plan, Willdan identified sections to be reconstructed and non-compliant or missing ADA features; gutter replacements; and existing sidewalk, access ramp, and driveway issues. The 65%, 95% and 100% preliminary plans, specifications and estimate were prepared and submitted to the City.

State Route 63 TCRP No. 129, Yucca Valley, CA. Project Manager. Willdan prepared the PS&E documents for the construction of raised medians, curbs and gutters and sidewalk additions along a 1.7-mile segment of State Highway (SR 62) in the Town of Yucca Valley, San Bernardino County, California. Willdan's tasks encompassed obtaining a field survey for design use and a report on the potential for aerially deposited lead (ADL) affecting the construction phase. Plans and specifications were converted from metric to English units as criteria changed. Reports and discussions on relevant materials and drainage factors occurred while the preparation of plans specifications and construction estimates proceeded through development and review processes. The RW requirements and contract documents were nearing 100% approval.

Street Resurfacing/Improvements – Zone 2, City of El Monte, CA. Project Manager. The project will resurface over 8-1/2 miles of local streets in the northwest section of the city. The adjacent properties are developed with primarily residential homes with a few churches, a school, and commercial uses. The project will involve three different resurfacing strategies – grind and overlay, cape seal, and slurry seal. Including the various pavement strategies provides an advantage in monitoring the construction budget during the design process and revising the pavement strategies as necessary to maximize the pavement life of the improvements while keeping costs within the City's construction budget.





George Saba, PE

Project Manager

Profile Summary

<i>Education:</i>	▪ <i>BS, Civil Engineering, California State University, Fullerton</i>
<i>Credentials:</i>	▪ <i>Civil Engineer, California No. 54563</i>
<i>Experience:</i>	<i>35 Years</i>

George Saba has over 35 years of experience in professional engineering and program management in transportation and capital improvement projects. He has demonstrated a proven ability to lead the development and implementation of major complex highway and multi-modal transportation projects cost effectively while meeting deadlines on aggressive budgets and schedules, including projects involving multiple jurisdictions and diverse, active participants and stakeholders. He has kept up to date on the latest industry standards and regulatory policies while honing and demonstrating a logical and analytical approach to solving technically and contractually challenging problems. Mr. Saba possesses excellent interpersonal and communication skills and the ability to develop and maintain positive relationships with internal and external customers.

Professional and Project Experience

Intermodal Transportation Project, Rolling Hills Estates, CA. Project Manager. Preparation of plans, specifications, and estimates (PS&E) for the Rolling Hills Road Bicycle Lane improvements. The improvements include street widening for bicycle lanes, curb and gutter. The project improvements will enhance exiting equestrian and pedestrian paths, improve ADA access, improve bus stops, as well as implement other improvements. The project begins at the intersection of PV Dr. North to the Torrance city limit. Total project length is about 3,800'.

State of California, Department of Transportation, Oakland, CA. Project Engineer. Responsible for preparation of plans, specifications and estimate (PS&E) package for SB-1 funded CAPM projects, which included coordinating project activities with other Caltrans functional units and tracking project schedules and budget. The project consisted of a five-mile-long stretch of conventional highway that spans between I-280 and US-101. Improvements included pavement rehabilitation, curb ramp upgrades to meet ADA standards, bicycle facilities, installation of MGS, and traffic signing, pavement markings and striping.

State of California, Department of Transportation, Santa Ana, CA. Oversight Project Engineer. Caltrans District 12 (Orange County) Oversight Design Engineer on Routes SR-91 and SR-55 widening projects, where he was responsible for design coordination oversight activities of locally funded projects funded by Measure M gas tax revenues. Provided design guidance and supported external partners and consultants and served as the primary liaison within Caltrans. Also negotiated the scope of work and commitments, identified required permits and negotiated agreements with both external stakeholders (e.g., cities, regional planning agencies, regulatory agencies), and internal functional units. Established project scope work plans, coordinated project activities, allocated project resources, and monitored project progress and expenditures.





Ronald Stein, PE, ENV SP, QSD

Civil Design Lead

Profile Summary

Education:	▪ <i>BS, Civil Engineering, Florida State University Tallahassee, FL</i>
Credentials:	▪ <i>Civil Engineer, California No. 86877</i> ▪ <i>ENV SP, Institute for Sustainable Infrastructure No. 56028</i> ▪ <i>Qualified SWPPP Developer, No. 86877</i>
Experience:	<i>13 Years</i>

Mr. Ronald Stein offers expertise as a project manager, civil engineer, and quality assurance plan reviewer for various municipalities. He has led land development engineering teams engaged in design of projects encompassing storm drains, grading, erosion control, street improvements, striping, traffic control, and utilities. Throughout the various design stages, Mr. Stein conducts meticulous quality assurance to ensure every submittal adheres to all local agency and client standards. He is highly skilled in development and review of hydrology/hydraulic calculations and reports, cost estimates, stormwater pollution and prevention plans, water quality management plans, and erosion and sediment control plans.

Mr. Stein possesses a strong background with a broad expanse of project types encompassing residential and commercial developments, healthcare facilities, universities, stadiums, solar farms, warehouses, and naval facilities. He brings valuable public works experience from his three years with the Florida Department of Transportation, where he rotated through every office of the department and acquired a strong, diverse technical foundation.

Professional and Project Experience

Roadside Bridge Widening, City of Agoura Hills, CA. Civil Project Engineer responsible for oversight of production of all final plans, specifications, and estimates for the federally funded widening improvements. The four-span reinforced-concrete slab bridge – constructed in 1964 – is located approximately 0.3 miles east of Kanan Road and crosses Medea Creek. Two east/west traffic lanes provide a travel width of 24 feet. Narrow approaches create traffic bottlenecks in both directions. The bridge has 2-foot-wide sidewalks on the north and south sides with no pedestrian walkway at the west approach. Based upon a Caltrans inspection report, the bridge has a sufficiency rating of 78.6 and is classified as functionally obsolete due to poor deck geometry and the narrow travel ways.

Highway Safety Improvement (HSIP) Cycle 8 Design, City of La Puente, CA. Civil Engineering Task Manager responsible for management of civil engineering design services required for the improvements. Willdan is providing preliminary engineering design, utility coordination, contract administration, and funding administration improvements at eight crosswalk locations throughout the city. The improvements entail installing rectangular rapid flashing beacons, curb extensions, advanced pavement markings, warning signs, high-visibility crosswalks, and ADA-compliant access ramps to improve safety and comply with current standards. A drainage analysis ensured the bulb-out design would not affect the natural drainage course and runoff would be properly conveyed to the surrounding catch basins.

Resurfacing Project FY 2019, City of Rolling Hills Estates, CA. Civil Engineering Task Manager responsible for management of civil engineering design services required for the 2019 annual resurfacing project. The improvements involve resurfacing Palos Verdes Drive North between Rolling Hills Road and the east city limit and between the Rolling Hills parking lot and Portuguese Bend – an entrance gateway to the City of Rolling Hills. The project entailed two bid schedules to divide the work being performed within the city limits of Rolling Hills Estates and within the city limits of Rolling Hills. Willdan prepared the plans, specifications and estimate, provided utility coordination, assisted with advertising and bidding, and provided construction management, inspection, and materials testing.





Jeffrey Lau, PE, TE, ENV SP

Traffic Design Lead

Profile Summary

<i>Education:</i>	▪ <i>BS, Civil Engineering, California State Polytechnic University, Pomona</i>
<i>Credentials:</i>	▪ <i>Civil Engineer, California No. 83887</i> ▪ <i>Traffic Engineer, California No. 2835</i> ▪ <i>Envision Sustainability Professional No. 45376</i>
<i>Experience:</i>	<i>22 Years</i>

Jeff Lau is an accomplished engineer possessing 21 years of traffic engineering experience. Mr. Lau oversees transportation design for Willdan's traffic engineering group and manages design projects for a variety of cities and counties throughout California. He is responsible for the analysis, coordination, and design of various projects, including the preparation of plans, specifications, and estimate (PS&E) for traffic design projects such as traffic signals, signing and striping, street lighting, and construction traffic control. He has also assisted with traffic impact studies and analyses, plan reviews, and engineering and traffic survey updates. Mr. Lau has supervised the completion of multi-discipline and multi-agency traffic and transportation projects. He has personally designed over 400 new and modified traffic signal installations for cities and other agencies throughout California. Mr. Lau understands the importance of meeting schedules and developing the most cost-efficient project to meet budgetary constraints. He has also secured funding through the Active Transportation Program (ATP) and Highway Safety Improvement Program (HSIP) grants and has managed projects that include federal funds such as Safe Routes to School (SRTS) and HSIP.

Professional and Project Experience

Santa Anita Avenue Active Transportation Improvements Project, City of El Monte, CA. Project Manager. Willdan provided engineering design services for the preparation of plans, specifications, and cost estimates for the implementation of active transportation improvements along Ramona Boulevard, Tyler Avenue, and Santa Anita Avenue. The project improvements included pedestrian and bicycle safety enhancements, Class II bike lanes, Class III bike routes, Class IV cycle track, bicycle video detection, bus boarding platforms, bulb-outs, pedestrian countdown signal heads, thermoplastic striping upgrades, ADA curb ramps, and wayfinding improvements along the project locations. The project also included pavement rehabilitation along Ramona Boulevard and Tyler Avenue.

Malvern Avenue Street Improvements, City of Buena Park, CA. Traffic Design Task Leader. Willdan provided project management and engineering design services required for the approximate 1.75-mile street improvement project including implementing Class II bike lanes. The project entailed improvements to two travel lanes along the easterly section and three travel lanes in each direction along the northerly segment. Street and lane configurations involved adequate right-of-way for the Class II bike lanes. Additional improvements encompassed asphalt pavement, ADA curb ramps, curb and gutter, sidewalks, catch basins, signing and striping, and bicycle detection at traffic signals. Street rehabilitation strategies involving cold-mill with ARHM overlay and/or full-depth reconstruction were based on the geotechnical report. Existing PCC deficiencies along each street segment were discussed and reviewed. Curb, gutter, and cross-gutter flowline challenges and non-compliant ADA features were identified along with existing sidewalk, access ramps, and driveway challenges. Willdan also provided utility coordination with utility notices, design surveys, and engineering support during construction, including reviews of RFI's and material submittals. This project won an APWA BEST award as well as an ASCE award.





Jocelyn Limas, PLS

Land Surveying Lead

Profile Summary

<i>Education:</i>	<ul style="list-style-type: none"> ▪ <i>AS, Sociology, College of the Sequoias, Visalia</i> ▪ <i>Continuing Education – Subdivision Map Act Class</i>
<i>Credentials:</i>	<ul style="list-style-type: none"> ▪ <i>California Professional Land Surveyor No. 9596</i> ▪ <i>FAA Remote Pilot License, Certification No. 4080288</i>
<i>Experience:</i>	<i>21 Years</i>

Jocelyn Limas has 21 years of experience providing design support to a variety of projects at different levels. Her professional background includes drafting and design of residential and commercial land development projects, survey-related drafting, project management experience, supervisor-level survey experience with heavy emphasis on title research, legal descriptions, boundary determinations, and compliance with both State and local ordinances.

Professional and Project Experience

Acting County Surveyor, Madera County. Assistant Surveyor. Willdan performed all duties of the County Surveyor for the County of Madera. Duties included review and analysis of the operations of the County Surveyor function, review of maps and legal descriptions and related duties.

On-Call Land Surveying Services, City of Fresno, CA. Surveyor. Providing land title research, boundary rectification, subdivision mapping review, monument placement, legal description preparation and review.

On-Call Engineering/Surveying Services, City of Lone, CA. Contract City Surveyor. Willdan is currently providing on-call engineering services, including surveying services, subdivision mapping review, deed preparation, legal description preparation and review.

On-Call Engineering/Surveying Services, City of Napa, CA. Surveyor. Willdan is providing engineering and surveying plan-checking services for a variety of development projects submitted to the City of Napa. Projects have included residential, commercial and industrial projects of a variety of sizes. Recent projects have included the review of a series of phased final maps creating a larger residential development.

Plan Checking and Development Services, City of Elk Grove, CA. Contract City Surveyor and Survey/Mapping Reviewer responsible for performing reviews for improvements throughout the city. Provided surveying and map-checking services in support of the city processing applications for multiple residential and commercial developments.

Survey and Mapping Services, City of Woodlake, CA. Contract City Surveyor at a previous employer. Ms. Limas was responsible for performing reviews and preparing survey exhibits throughout the city.

Survey and Mapping Services, City of Farmersville, CA. Assistant City Surveyor at a previous employer. Ms. Limas was responsible for performing reviews and preparing survey exhibits throughout the city.





3.4. Required Statements

Willdan understands the following requirements:

- A. This RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
- B. This RFP and Willdan'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. Willdan's Services will be provided, and fees therefore will be in accordance with the City's RFP except as other specified in Willdan'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" has been included within our Proposal on page 26.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of Willdan's Staff to be assigned on this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate person whom the City could contact, has been included within our Proposal on page 13. If one of more of Willdan's staff should become unavailable, Willdan may substitute other staff of at least equal competence only after prior written approval by the City.
- F. A resource allocation matrix has been included within our Proposal on page 9.
- G. Sub-consultant's 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, has been included within our Proposal on page 15.
- H. Willdan acknowledges and understands that Willdan will not be allowed to change the sub-consultant without written permission from the City.
- I. All charges for Willdan (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of Willdan's Proposal.
- J. Willdan 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. Willdan 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. Willdan's hourly rate schedule has been included within our Proposal on page 25. Our hourly rate schedule is part of Willdan'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 has been submitted in a separate file, entitled Cost file, as part of Willdan's Proposal submittal. All extra work will require prior approval from the City.
- M. Willdan will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity, or any other protected class.





- N. 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. Willdan 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. Willdan 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. Willdan 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. Willdan 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 or the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works of the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to Willdan, without further acknowledgment by the parties.





3.5. Required Forms

A. Non-Collusion Affidavit

NONCOLLUSION DECLARATION

(To be executed by Bidder and Submitted with Bid)

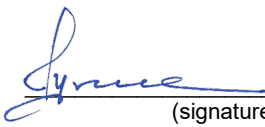
The undersigned declares:

I am the Director of Engineering of Willdan Engineering, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1/3/25 [date], at Anaheim [city], CA [state].

By: 
(signature)

Printed Name: Tyrone Peter, PE

Title: Director of Engineering





3.6. Cost Proposal

We have included our hourly rate schedule below. Per RFP requirements, Willdan’s cost proposal has been included as a separate file.



WILLDAN ENGINEERING

Schedule of Hourly Rates

Effective July 1, 2024 to June 30, 2025

DESIGN ENGINEERING		BUILDING AND SAFETY		CONSTRUCTION MANAGEMENT	
Technical Aide I	\$81	Code Enforcement Technician	\$106	Labor Compliance Specialist	\$146
Technical Aide II	\$103	Code Enforcement Officer	\$121	Labor Compliance Manager	\$183
Technical Aide III	\$120	Senior Code Enforcement Officer	\$143	Utility Coordinator	\$167
CAD Operator I	\$128	Supervisor Code Enforcement	\$173	Office Engineer I	\$147
CAD Operator II	\$148	Fire Plans Examiner	\$173	Office Engineer II	\$167
CAD Operator III	\$165	Senior Fire Plans Examiner	\$189	Assistant Construction Manager	\$160
GIS Analyst I	\$168	Fire Inspector	\$159	Construction Manager	\$185
GIS Analyst II	\$184	Senior Fire Inspector	\$173	Senior Construction Manager	\$201
GIS Analyst III	\$191	Fire Marshal	\$204	Resident Engineer I	\$208
Environmental Analyst I	\$144	Plans Examiner Aide	\$114	Resident Engineer II	\$216
Environmental Analyst II	\$161	Plans Examiner	\$173	Project Manager IV	\$234
Environmental Analyst III	\$171	Senior Plans Examiner	\$189	Deputy Director	\$243
Environmental Specialist	\$185	Assistant Construction Permit Specialist	\$121	Director	\$249
Designer I	\$173	Construction Permit Specialist	\$128		
Designer II	\$179	Senior Construction Permit Specialist	\$150	INSPECTION SERVICES	
Senior Designer I	\$188	Supervising Construction Permit Specialist	\$159	Public Works Observer **	\$131
Senior Designer II	\$197	Assistant Building Inspector	\$143	Public Works Observer ***	\$159
Design Manager	\$196	Building Inspector	\$159	Senior Public Works Observer**	\$143
Senior Design Manager	\$206	Senior Building Inspector	\$173	Senior Public Works Observer***	\$159
Project Manager I	\$186	Supervising Building Inspector	\$189	MAPPING AND EXPERT SERVICES	
Project Manager II	\$207	Inspector of Record	\$202	Survey Analyst I	\$147
Project Manager III	\$217	Deputy Building Official	\$205	Survey Analyst II	\$169
Project Manager IV	\$234	Building Official	\$210	Senior Survey Analyst	\$187
Principal Project Manager	\$238	Plan Check Engineer	\$205	Supervisor - Survey & Mapping	\$203
Program Manager I	\$197	Supervising Plan Check Engineer	\$215	Principal Project Manager	\$238
Program Manager II	\$209	Principal Project Manager	\$238	LANDSCAPE ARCHITECTURE	
Program Manager III	\$228	Deputy Director	\$243	Assistant Landscape Architect	\$153
Assistant Engineer I	\$141	Director	\$249	Associate Landscape Architect	\$176
Assistant Engineer II	\$157	PLANNING		Senior Landscape Architect	\$193
Assistant Engineer III	\$166	CDBG Technician	\$86	Principal Landscape Architect	\$204
Assistant Engineer IV	\$175	CDBG Specialists	\$103	Principal Project Manager	\$238
Associate Engineer I	\$184	CDBG Analyst	\$122	ADMINISTRATIVE	
Associate Engineer II	\$192	CDBG Coordinator	\$152	Administrative Assistant I	\$99
Associate Engineer III	\$196	CDBG Manager	\$183	Administrative Assistant II	\$120
Senior Engineer I	\$199	Housing Program Coordinator	\$151	Administrative Assistant III	\$140
Senior Engineer II	\$204	Planning Technician	\$130	Project Accountant I	\$112
Senior Engineer III	\$207	Assistant Planner	\$162	Project Accountant II	\$132
Senior Engineer IV	\$211	Associate Planner	\$176	Project Controller I	\$140
Supervising Engineer	\$219	Senior Planner	\$200	Project Controller II	\$158
Traffic Engineer I	\$219	Principal Planner	\$208		
Traffic Engineer II	\$234	Planning Manager	\$221		
City Engineer I	\$234	Deputy Director	\$243		
City Engineer II	\$238	Director	\$249		
Deputy Director	\$243				
Director	\$249				
Principal Engineer	\$270				

** For Non-Prevailing Wage Project *** For Prevailing Wage Project
 Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2024 thru June 30, 2025, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.

Rev V01 05.22.2024





Additions or Exceptions to The City's Request for Proposal

Willdan takes no exceptions, alterations or amendments to the Scope of Services or other requirements, as presented in the City's RFP.





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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 \$124,986.
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 once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at: TechInfo-CapProj@moval.org.
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.

CITY OF MORENO VALLEY

Proposal Fee

2024-070 for Professional Consultant Design Services for Bay Avenue Sidewalk Improvements

(CDBG FY 24-25) – City Project No. 801 0111

January 7, 2025





January 7, 2025

City of Moreno Valley
Submitted electronically.

RE: Proposal #2024-070 for Professional Consultant Design Services for Bay Avenue Sidewalk Improvements (CDBG FY 24-25) – City Project No. 801 0111

Willdan is pleased to submit our Fee Proposal to provide the City professional design services to design new concrete sidewalks, curbs and gutters and driveway approaches along both sides of Bay Avenue between Day Street and Grant Street, as described in the City's Request for Proposal (RFP) and Willdan's Technical Proposal. Willdan's proposed not-to-exceed fee to provide the services outlined in our proposed Scope of Work is \$124,986.

Our proposal demonstrates the advantages Willdan's team brings to this contract and how the City will benefit from having Willdan as an integral part of their team. We welcome the opportunity to meet with City staff to further discuss our proposal and how we can assist the City.

Respectfully submitted,
WILLDAN ENGINEERING

A handwritten signature in blue ink, appearing to read 'Tyrone Peter', written over a light blue horizontal line.

Tyrone Peter, PE
Director of Engineering

**CITY OF MORENO VALLEY
PROPOSED HOURS AND FEE SCHEDULE
Bay Avenue Sidewalk Improvements
January 7, 2025**

WILLDAN ENGINEERING	Project Management		Constructability Review	Utility Coordination	Civil Design			Geotechnical		Traffic Design		Survey	Sub-Consultant	Markup	Direct Expenses	Total Hours	Total Fee
	Principal-in-Charge	Project Manager IV	Principle Project Manager	Utility Coordinator	Sr. Designer II	Assistant Engineer I	Associate Engineer I	Geotechnical Engineer	Soil Lab Technician	Project Manager	Asst. Engineer	Senior Analyst					
24/25 Rates	\$249	\$234	\$238	\$167	\$197	\$141	\$184	\$238	\$138	\$243	\$175	\$182		15%			(\$)
TASK 1 - PROJECT MANAGEMENT																	
1.01. Project Management	2	40								2					\$250	44	\$10,594
Task 1 Subtotal	2	40	0	0	0	0	0	0	0	2	0	0	\$0	\$0	\$250	44	\$10,594
TASK 2 - Pre-Design Research / Preliminary Design Plans																	
2.01. Data Collection and Project Set Up						8	4				4					16	\$2,564
2.02. Topographic Survey							2					8	\$9,250	\$1,388		10	\$12,462
2.03. Geotechnical Investigation / Report							2	12	12				\$6,000	\$900		26	\$11,780
2.04. Utilities Research and Notices				8		2										10	\$1,618
2.05. Public Outreach Work Plan Preparation					8		8								\$100	16	\$3,148
2.06. Preliminary Design Plans - 35% Plans					16		16			4						36	\$7,068
Task 2 Subtotal	0	0	0	8	24	10	32	12	12	4	4	8	\$15,250	\$2,288	\$100	114	\$38,640
TASK 3 - PS&E Preparation																	
3.1 - 65% PS&E																	
3.1.01. Prepare 65% Plans					40	40	16									96	\$16,464
3.1.02. Prepare Draft Specifications		4					4									8	\$1,672
3.1.03. Prepare Construction Cost Estimate					4	8					4					16	\$2,616
3.1.04. Constructability Review - QA/QC		2	4													6	\$1,420
3.1.05. 65% City Review/Comments Response Matrix		2			4		4									10	\$1,992
65% PS&E Subtotal	0	8	4	0	48	48	24	0	0	0	4	0	\$0	\$0	\$0	136	\$24,164
3.2 - 95% PS&E																	
3.2.01. Prepare 95% Plans					16	40	24									80	\$13,208
3.2.02. Prepare 95% Specifications		4					4									8	\$1,672
3.2.03. Update 65% Construction Cost Estimate					4	4										8	\$1,352
3.2.04. Perform 95% PS&E Constructability Review / QC		2	2													4	\$944
3.2.05. 95% City Review/Comments Response Matrix																0	\$0
95% PS&E Subtotal	0	6	2	0	20	44	28	0	0	0	0	0	\$0	\$0	\$0	100	\$17,176
3.03 - Final PS&E																	
3.3.01. Prepare Final PS&E					8	16	32									56	\$9,720
3.3.02. Final PS&E Q/C			2													2	\$476
3.3.03. Final Utility Notifications				8												8	\$1,336
3.3.04. Final PS&E		4			8	16	16									44	\$7,712
Final PS&E Subtotal	0	4	2	8	16	32	48	0	0	0	0	0	\$0	\$0	\$0	110	\$19,244
Task 3 Subtotal	0	18	8	8	84	124	100	0	0	0	4	0	\$0	\$0	\$0	346	\$60,584
TASK 4 - PUBLIC OUT REACH																	
4.01. Prepare Public Outreach Documents		2			8		8									18	\$3,516
4.01. Public Outreach Workshops and Presentation							8								\$400	16	\$3,744
Task 4 Subtotal	0	10	0	0	8	0	16	0	0	0	0	0	\$0	\$0	\$400	34	\$7,260
TASK 5 - SUPPORT DURING BIDDING																	
5.01. Bid Support Services		2			4		4									10	\$1,992
5.01. Monument Preservation (Contractor to Perform)																0	\$0
Task 5 Subtotal	0	2	0	0	4	0	4	0	0	0	0	0	\$0	\$0	\$0	10	\$1,992
TASK 6 - SUPPORT DURING CONSTRUCTION																	
6.01. Construction Administration Assistance							8									8	\$1,472
6.02. Construction Meetings		4					12									16	\$3,144
6.03. Prepare Record Drawings						4	4									8	\$1,300
Task 6 Subtotal	0	4	0	0	0	4	24	0	0	0	0	0	\$0	\$0	\$0	32	\$5,916
Total	2	74	8	16	120	138	176	12	12	6	8	8	\$15,250	\$2,288	\$750	580	\$124,986



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EXHIBIT E

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

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

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence

\$2,000,000 policy aggregate

Umbrella or Excess Insurance

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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 City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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