

**AGREEMENT FOR PROFESSIONAL CONSULTANT DESIGN SERVICES
FOR SUNNYMEAD MASTER DRAINAGE PLAN STORM DRAIN LINE H
PROJECT NO. 804 0022**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and TKE Engineering Inc., a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into as of this _____ day of _____ 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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SERVICES PROJECT NO. 804 0022**

DESCRIPTION OF PROJECT

1. The Project is described as SUNNYMEAD MDP LINE H. Project No. 804 0022.

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 **\$634,200.00** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

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

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

7. (a) This Agreement shall be effective from Effective Date and shall continue in full force and effect through **June 30, 2027**, 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-performance damages/penalties with respect to Consultant's failure to complete the Project within the

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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 Consultant, nor City's failure or delay in notifying Consultant of the accrual of non-performance

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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 responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject

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to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

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

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

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

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

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

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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 negligent, reckless, or willful misconduct in the performance of or failure to perform the work or other

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

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

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

d. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee

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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 appeal or court challenge of an adverse determination.

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

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them.

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

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

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

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

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provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/index.htm> and are on file at City Hall, as provided in Section 1773.2 of the Labor Code. Said rates shall be posted at the Project site where work is to be performed, in accordance with Labor Code Section 1773.2. Consultant shall access a copy of the wage rate determination and shall make all subcontractors, if any, aware of the determination. As the wage determination for each craft reflects an expiration date, it shall be the Consultant's responsibility to ensure that the prevailing wage rates of concern are current and paid. Subject to the safe harbor provisions of Labor Code Section 1775, Consultant shall forfeit to the City an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, as set by the Labor Commissioner in accordance with the terms of Labor Code section 1775, for each laborer, workmen or mechanics employed that is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1781 inclusive. Consultant and any and all or its subcontractors shall forfeit to the City twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code. In the event the total cost of the Project is thirty thousand dollars (\$30,000.00) or more, Consultant shall further comply with provisions set forth in Labor Code Section 1777.5 pertaining to employment of properly registered apprentices, including without limitation the obligation to (i) pay employed apprentices the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed 11

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

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

Notwithstanding anything else to the contrary, Consultant hereby acknowledges that all contractors and subcontractors must be registered with the Department of Industrial Relations (“Department”) pursuant to Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract, including this Agreement, that is subject to the payment of prevailing wages. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In accordance with Section 3700 of the Labor Code, Consultant must secure

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

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

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

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

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

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

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

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

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

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full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

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

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

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

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

26. The City and the Consultant agree, that to the extent permitted by law, all data shall be

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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 services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services

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

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

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

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

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

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

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

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Initials

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

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

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

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

TKE Engineering, Inc.

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 "F" – Appendix II

EXHIBIT A

SCOPE OF SERVICES

REQUEST FOR PROPOSAL

2024-068

FOR PROFESSIONAL CONSULTANT DESIGN SERVICES FOR
SUNNYMEAD MDP SD LINE H (CITY PROJECT NO. 804 0022)

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



RELEASE DATE: January 16, 2025

DEADLINE FOR QUESTIONS: January 30, 2025

RESPONSE DEADLINE: February 13, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Moreno Valley
REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTANT DESIGN SERVICES FOR SUNNYMEAD
MDP SD LINE H (CITY PROJECT NO. 804 0022)

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1. NOTICE TO BIDDERS

1.1. [Summary](#)

The City of Moreno Valley desires to improve the Sunnymead MDP Line H stormwater conveyance system from a 10-year storm event capacity to 100-year design flow capacity. The segment of proposed improvement is located immediately south of the State Route 60 and traverses southeast under the intersection of Sunnymead Blvd and Indian Street. Project elements include but are not limited to: Installation of an approximately 400 linear feet concrete box culvert to replace an unimproved natural channel; Installation of an approximately 365 linear feet triple concrete box culvert to replace a 6 foot by 4 foot culvert; Construction of an approximately 240 linear feet wall height extension for an existing trapezoidal channel.

You are hereby invited to submit a proposal for providing professional consultant design and project management services for Sunnymead MDP Line H including but not limited to: environmental clearance (CEQA), storm drain easement document preparation, Right-of-Way acquisition, permit processing, engineering plans, specifications and construction cost estimate (PS&E) and providing bidding support and design services during project construction. The City also requests an option for Construction Inspection Services.

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	January 16, 2025
Questions & Answer Deadline	January 30, 2025, 2:00pm
Proposal Due Date	February 13, 2025, 2:00pm

2. PROJECT DESCRIPTION

2.1. [Project Description](#)

This project, Sunnymead MDP Line H, Stage 3, consists of replacing an existing undersized natural channel with an underground box culvert to improve the conveyance capacity from 10-year to 100-year storm flowrates. The existing channel is currently insufficient to safely convey storm flows in large storms and results in local flooding. The natural channel is also subject to accumulating debris, trash, and transient encampments due to the unimproved nature of the existing channel.

Sunnymead MDP Line H, Stage 3 is being developed in parallel with the Riverside County Flood Control and Water Conservation District (RCFC&WCD)'s basin improvement project just upstream, Sunnymead Indian Street Basin, Stage 90. The completion of the Indian Street Basin project attenuates the peak flowrate and is necessary for this project to adequately convey 100-year storm flows.

Proposed improvements include but are not limited to: Installation of an approximately 400 linear feet concrete box culvert to replace an unimproved natural channel; Installation of an approximately 365 linear feet triple concrete box culvert to replace a 6 foot by 4 foot culvert; Construction of an approximately 240 linear feet wall height extension for an existing trapezoidal channel.

2.2. [Project Location](#)

The proposed project is located within the City of Moreno Valley just Southwest of the State Route 60 and Indian Street overcrossing. The project inlet will connect to an existing underground 12' x 5' concrete box culvert just South of the State Route 60, conveying flows southeast under the intersection of Sunnymead Blvd and Indian Street before connecting to an existing trapezoidal concrete open channel Southeast of the intersection. Please refer to Line H location map (Attachment "A").

2.3. [Project Budget and Schedule](#)

The Project is funded by the City of Moreno Valley with limited funding from the U.S. Department of Commerce Economic Development Administration (EDA) and the Riverside County Flood Control and Water Conservation District (RCFC&WCD). All work on this project shall be in compliance with Federal requirements, particularly EDA standard terms and conditions: [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#).

As stated in Section 9 of the EDA Specific Award Conditions, Start of Construction is required 24 Months from the Date of the Award. The grant period of performance began October 1, 2024. The City requires the 100% PS&E to be completed before June 2026. Consultant shall include the following specific timetables within their Project Schedule Submittals:

- Completing preliminary plans and associated cost estimates
- Completing final plans, specifications and cost estimates (PSE)
- Securing required State and local approvals, and
- Completing proposed contract documents sufficient for soliciting construction bids.

3. GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

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.

4. PROPOSAL CONTENT

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

4.1. Executive Summary

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

4.2. Technical Proposal

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

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

4.3. Proposed Staff/Team

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

4.4. Required Statements

The Consultant's Proposal shall include the following:

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

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

4.5. Required Forms

- A. Attachment C – Non-Collusion Declaration
- B. Attachment E - Form CD-512_Certification Regarding Lobbying.

4.6. Cost Proposal

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

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

- 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.
- E. Fee breakdowns provides that compensation is based on the completion of specific milestones for 30%, 60%, 90% and 100% for CEQA, Preliminary Engineering Design, PSE, Right of Way Acquisition and Construction Inspection.

5. PROSPECTIVE BIDDER QUALIFICATIONS

5.1. Prospective Bidder Qualifications

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

5.2. Minimum Qualifications:

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

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

The proposed staff shall also possess the ability to:

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

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

5.3. Education, Training and Licenses:

Registered Professional Civil Engineer License.

6. SUBMISSION OF PROPOSALS

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

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

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

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

7. EVALUATION AND RANKING OF PROPOSALS

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

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

8. AWARD

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

9. SPECIAL TERMS AND CONDITIONS

9.1. Termination

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

9.2. Public Employees Retirement Law (CalPERS)

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

9.3. Managing Federal and State Funded Projects

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

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

9.4. Indemnification

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

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

9.5. Prohibiting Oppressive Child Labor

Pursuant to the Fair Labor Standards Act (29 U.S.C. § 201 et seq.)), recipients, subrecipients, contractors, and subcontractors shall not employ any oppressive child labor.

"Oppressive child labor" means a condition of employment under which:

A. any employee under the age of 16 years is employed by an employer (other than a parent or a person standing in place of a parent employing his own child or a child in his custody under the age of 16 years in an occupation other than manufacturing or mining or an occupation found by the Secretary of Labor to be particularly hazardous for the employment of children between the ages of 16 and 18 years or detrimental to their health or well-being) in any occupation, or

B. any employee between the ages of 16 and 18 years is employed by an employer in any occupation which the Secretary of Labor shall find and by order declare to be particularly hazardous for the employment of children between such ages or detrimental to their health or well-being; but oppressive child labor shall not be deemed to exist by virtue of the employment in any occupation of any person with respect to whom the employer shall have on file an unexpired certificate issued and held pursuant to regulations of the Secretary of Labor certifying that such person is above the oppressive child-labor age.

The Secretary of Labor shall provide by regulation or by order that the employment of employees between the ages of 14 and 16 years in occupations other than manufacturing and mining shall not be deemed to constitute oppressive child labor if and to the extent that the Secretary of Labor determines that such employment is confined to periods which will not interfere with their schooling and to conditions which will not interfere with their health and well-being.

Exclusions. Exclusions to Prohibiting Oppressive Child Labor can be found at 29 USC § 213(c).

10. SCOPE OF SERVICES

10.1. Project Description and Scope of Services

This segment of the Sunnymead MDP Line H stormwater conveyance system is undersized and as such, the City desires to improve capacity to convey 100-year storm design flows. Proposed improvements include but are not limited to: Installation of an approximately 400 linear feet concrete box culvert to replace an unimproved natural channel; Installation of an approximately 365 linear feet triple concrete box culvert to replace a 6 foot by 4 foot culvert; Construction of an approximately 240 linear feet wall height extension for an existing trapezoidal channel.

The consultant scope of services is to provide full service, project management, scheduling, meeting, and coordination with Riverside County Flood Control and Water Conservation District (RCFC&WCD) and other agencies to complete CEQA and Preliminary Engineering Design Phase with the approved documentation in accordance with state and federal requirements.

Base Services: The scope of services for completing Environmental Documentation (CEQA), Preliminary Engineering Design Phase, completing Plans, Specifications, Estimate (PSE) Phase and Right of Way Acquisition include, but are not limited to, the following tasks:

1. **Project Summary Memorandum:** Project scoping, scheduling, funding, hydrology study and analysis results, right of way needs, permitting requirements, environmental issues, geotechnical issues and others as required.
2. **Project Management:** Proactive management and coordination of project elements to ensure completion on time. This includes active coordination with the City, various RCFC&WCD staff and other consultants as necessary to seek and obtain timely information to keep the project on schedule. This also includes sufficient visits to the project site to determine if work is proceeding according to the construction contract. At a minimum, project coordination meetings shall occur at the following milestones:
 - Project Kick-off
 - Design Review at the 30% design level
 - Design Review at the 60% design level
 - Design Review at the 90% design level
 - **Deliverables:** The Consultant shall provide the following: Project organization, team members and contact information; monthly progress reports covering the general progress of the job and describing any problems or factors contributing to delays to be submitted with monthly invoices; meeting agendas, meeting minutes, and action items from scheduled meetings; project schedules and any other deliverable needed to properly manage the project progress and scope.

3. Engineering Studies: Alternative storm drain alignments, typical sections, storm water and drainage assessment, utility assessment, right of way needs mapping, Hydrology and hydraulic studies, soils investigation, preliminary cost estimate, conceptual construction phasing plan, and others as required.

4. Utility Coordination:

- a. **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.
- b. **Utility Locating:** The Consultant or qualified subconsultant shall perform potholing (including any traffic control, and City/County permits) or other investigations as necessary for the entire project. Potholing will be a reimbursable subtask based on subcontractor's actual costs plus nominal Consultant's administrative costs. The proposal shall recommend a total "Not to Exceed" fee for potholing services and the included overhead rate that would be added to the actual costs. The Consultant shall coordinate with the City to determine the locations where potholing is required. The purpose of potholing is to identify the horizontal and vertical positioning of existing utilities along the storm drain alignment for each pothole. Consultant shall coordinate the work between his subcontractor and the City. Potholing Consultant shall not proceed with work until having a RCFC&WCD Engineer onsite during the potholing process. Consultant shall prepare a pothole location diagram which will be used to identify the required pothole locations in the field. Deliverables shall include:
 - Provide final pothole report which includes but is not limited to: location, description, elevation or depth from existing grade to top of utility, photos, exhibits and diagrams (hard copy and digital format).
 - Prepare utility conflict reports with exhibits.
- a. **Utility Relocation Coordination:** The Consultant will take the lead in coordinating with utility companies for the relocation of their facilities, with the assistance of the City. Where possible, utilities will be ordered relocated by the City/County, 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. Deliverables shall include:
 - Review of utility company prepared relocation plans as needed. Proposal shall be based on a review time of 20 hours.
 - Utility Relocation Design Plans & Cost Estimate, if necessary.

5. Geotechnical Investigation: The purpose of this investigation is to explore and evaluate the geotechnical conditions for the preferred storm drain alignment and appurtenant structures. The investigation will provide geotechnical engineering recommendations for design and construction of the proposed project. Proposals for this project should include the recommended number and type of borings, approximate boring locations, and depth. Geotechnical investigations will be a reimbursable subtask based on subcontractor's actual costs plus nominal administrative costs. The proposal shall recommend a total 'Not to Exceed' fee for boring services and the included overhead rate that would be added to the actual costs. The geotechnical report should address, but is not limited to, the following:

- Description of the project site and overall feasibility.
- The approximate GPS coordinates of any boring/investigations.
- Description of site geologic, groundwater, and soil subsurface conditions.
- Logs of soil borings to include descriptions of soil and rock types encountered, penetration resistance, caving potential, and groundwater conditions.
- Results of laboratory testing.
- Evaluation of ground rupture potential due to earthquake faulting.
- Seismicity and seismic design parameters.
- Description of onsite material and analysis of its suitability for use as fill, bedding, or backfill.
- Discussion and recommendation of the use of seismic refraction surveys (or other means) to determine the volume of (bedrock/granitic) material that will be difficult to remove. Discuss and recommend the type of equipment to be used to excavate this material.
- Preparation of foundation soil below the storm drain system including depth of soil remove (over-excavation), ground scarification, fill placement and compaction.
- Stability and erosion potential of cut slopes. Slopes to be evaluated for stability under static, seismic, and rapid drawdown conditions.
- Evaluation of soluble sulfate, chloride content, ph, and minimum resistivity of the onsite materials and recommendations for possible cement type and corrosion protective steel.
- Soil and rock excavation and rippability characteristics.
- Recommendations for trenching, trench stability and excavation, shoring, backfill, suitability of excavated materials for backfill, pavement section recommendations, soil bearing strength, groundwater conditions and dewatering, pipeline bedding requirements, temporary excavations, and soil parameters for the design of shoring.

- Soil parameters such as allowable bearing pressures, lateral earth pressures, and coefficient of friction for the design of storm drains and earth retaining structures. Please include the recommended Rankine's Factor (K) and Sliding Friction (μ') values for use on RCB and RCP D-Load calculations as well as the recommended modulus of subgrade reaction (K_s) for the associated allowable bearing pressures, design earth lateral pressure, R-values, moisture content, density, gradation, consolidation, expansion, shear resistance, sand equivalence, soil corrosivity, corrosion protection and control, shoring/trench safety, coefficient of friction, percentages of sands, silts and clay to determine the soil erodibility factor (K) using Erickson nomograph, Site Preparation including compaction requirements and compaction characteristics of native soil, and/or other criteria as identified and recommended by the geotechnical engineer associated with the project elements.
- Preliminary identification of deposits that may be Pleistocene (early Quaternary) alluvium or older. This information will be used to determine if a paleontological monitor will be needed during construction. (carbon-age dating may need necessary if more precise evaluation is necessary).
- Percentages of sands, silts, and clay to determine the soil erodibility factor (K) using the Erickson nomograph.
- Stable slopes for proposed excavations.
- Design parameters for specific structures.
- **Deliverable:** A draft report summarizing the scope of work, findings and recommendations shall be provided for City and RCFC&WCD review and comments in searchable PDF format. The City and RCFC&WCD comments shall be incorporated, and two (2) copies and one (1) searchable PDF format of the final geotechnical report shall be submitted (wet signed and sealed by a licensed geotechnical engineer).

6. Draft Environmental Document: (for CEQA processes) Water Quality Technical Memo, Natural Environmental Study (Minimal Impact), Biological Resources Evaluation Report and DBESP Analysis Report, Area of Potential Effect Map, Historic Property Survey Report and Archaeological Survey Report, permits from U.S. Army Corps of Engineers (USACE) may be required. Additional studies and documentation may be required that include, but are not limited to air quality analysis, biological surveys, nesting surveys in accordance with the Migratory Bird Treaty Act, jurisdiction delineation, wetland delineation using the U.S. Army Corps of Engineer's Hydrogeomorphic Approach, tribal consultation, hazardous waste and lead deposit evaluation draft initial study/environmental assessment, environmental documentation for circulation.

7. Public Outreach and Learning: Prepare public meeting materials and invitation, conduct public meetings, and others as required.

8. Final Environmental Document and Permitting: Respond to public comments, complete environmental document, notice of determination/availability filing, environmental mitigation and permitting, resource agency/clean water act/California fish and game permitting and others as required.

Plans, Specifications, Estimate (PSE) Phase and Right of Way: The scope of services for include, but are not limited to, the following tasks:

1. **Complete 30% Design Level:** Plans, specifications, estimates, and other reports and documents at 30% level to submit to Caltrans and RCFC&WCD for approval as required. Calculations shall conform to the methods described in the District Hydraulic Design Manual (<https://rcflood.org/sites/g/files/aldnop291/files/2024-03/Hydraulic%20Design%20Manual%20Final%20032724.pdf>). This will include Hydrology and Preliminary Design as follows:
 - **Hydrology:**
 - Prepare hydrology study for, and preliminary sizing of proposed concrete box culverts.
 - The 10-year and 100-year Rational Method hydrology calculations shall be completed, together with flow capacities to determine proposed concrete box culvert sizes.
 - **Deliverables:** Provide hydrologic calculations, hydrologic workmap/exhibit depicting proposed box culvert alignment and capacity.
 - **Preliminary Design:**
 - Identify preliminary horizontal alignments for concrete box culverts, including estimated sizes. These horizontal alignments will be used to help identify if/where any potential utility conflicts may exist (for utility coordination), and where junctions with the mainline will be located.
 - For the mainline alignment, prepare initial engineered horizontal alignment and profile plots for the complete length of the project. Project mainline and lateral alignments shall be plotted on design mapping to scale with offsets to roadway centerline and property lines dimensioned. Profile shall show enough detail to allow an understanding of how the project will accommodate all vertical constraints, major utilities and outlet conditions.
 - Prepare and overlay the HGL (pressurized) or Water Surface (non-pressurized) onto the profile. The hydraulics for the Mainline/Laterals should utilize the mainline/lateral flow rates identified in the City provided hydrology report and backup, and the junction locations and estimated sizes determined by the hydrology

study and preliminary design. Confirm all boundary condition assumptions (U/S and D/S controlling water surfaces, etc).

- **Deliverable:** Provide 30% plan drawings. Assume three rounds of submittal. The first submittal must fully incorporate all requirements for 30% plans.

2. **Complete 60% Design Level:** Plans, specifications, estimates, updated financial reports, studies, or other documents to submit to the City and RCFC&WCD for approval as required. 60% plan submittal shall consist of the following:

- Finalize the geometric and hydraulic design and profiles for storm drain lines, and other Inlets based on potholing information and field confirmation of compatibility with existing conditions.
- Finalize footprint for both Right of Way (R/W) and regulatory permitting.
- Impacts at outlets are often critical to both R/W and regulatory permitting. Proposed outlet design will be studied in the field for potential downstream, adjoining property and regulatory permitting impacts along with access considerations. Outlet design will be based upon hydraulic calculations for outlet flow velocities, scour potential and regulatory impacts. Confirm R/W requirements at outlet.
- Based upon plan information and pothole results, utilities that are in conflict should be identified. Utility companies will be contacted by the RCFC&WCD Utility Coordinator to verify utility location, type and relocation possibilities. Preliminary utility relocation designs will be incorporated into the storm drain plans where possible, or the utility company or Consultant will prepare a separate utility relocation plan. If the utility company prepares the relocation design, the plans must be reviewed by the Consultant to ensure the utility is clear of the flood control project.
- The limits for the street improvements need to be determined and shown on the plans. Consideration should also be given to the potential for construction traffic to accelerate damage to under-designed roads. The traffic closure plans will also be determined and shown on the plans.
- The 30% plans should be adjusted per results of the meeting with City and RCFC&WCD. Update proposed plan and profile, size of facility, manhole locations, hydraulic data and hydraulic grade lines, existing ground surface, known utility crossings with clearance, stationing invert elevations and length of proposed structure, as needed. Also, include structures for various laterals, junctions and connectors, but without detailed information (show location and size of structure). Add construction notes and details to the plans that are consistent with standard RCFC&WCD pay items. Include title sheet, index map, detail sheets, connector pipe profile sheets, proposed street improvement and traffic control sheets.

- Complete hydrology and hydraulic calculations for overall project. The City will provide Hydrology backup and information regarding the upstream basin from RCFC&WCD for this project. Compile hydrology and hydraulics report into a complete self-contained package, including narrative, mapping/exhibits, calculations and reference drawings and materials. Hydrology backup material will contain the hydrology work maps and hydrology calculations accompanied by network schematic for hydrology model. The hydraulic analysis section will include WSPG runs for the mainline and laterals, and will contain narrative explaining assumptions and Page 3 boundary conditions used. Any hand calculations will be included, as well as a narrative explanation of the approach to the project and all assumptions made in the analysis. Information should be organized and labeled such that a third party can easily find the backup to a portion of the project for which they are interested.
 - **Deliverable:** Provide 60% design plans (one full format PDF and CAD) to the City. Assume three rounds of submittals. The second submittal must fully incorporate all requirements for the 60% plans and will be submitted to the City for comment.
3. **Complete 90% Design Level:** Update all plans, specifications, estimates per review comments and others to submit to the City and RCFC&WCD for approval as required. 90% plan submittal shall also consist of the following:
- **90% Stormwater Pollution Prevention Plan:** Determine the requirements of the Construction General Permit (CGP) that are applicable to the project. If coverage under the CGP is required, prepare a 90% Stormwater Pollution Prevention Plan (SWPPP) following the template given by Water Quality Compliance (WQC) Section. Provide a 90% SWPPP to the PM and to WQC for review and comment. If coverage under the CGP is NOT required, a PPP will still be required and should be prepared and provided to the PM for review and comment. **Deliverable:** Provide 90% SWPPP.
 - **Cost Estimate Verification:** Update the project cost estimates to reflect all project elements and to be consistent with the draft specifications. **Deliverable:** Provide updated Cost Estimate (hard copy and digital format).
 - **90% Plan Engineering:** Plan and profiles will be finalized, and D-load values will be added to the plans. Structural details will be prepared for non-standard structures and deep structures added to the plans. Proposed street improvement work will be finalized with typical sections, details and construction notes being added to the plans. Pay lines shall be clearly delineated. Finalize traffic control plans. All required sheets for the project must be complete with the 90% submittal. Verify that all sheets have the appropriate signature blocks and that the correct signatory from the various agencies are identified. **Deliverable:** Provide 90% design plans to the City.

- **Structural Design Report:** The Consultant shall prepare a project-specific structural design report. This report is a complete record of structural analysis for all custom designed elements in the project. The report will contain narrative explaining assumptions load cases, code references and reference source input data (geotechnical investigation report, etc.). Information will be organized and labeled such that RCFC&WCD can easily find the backup to a portion of the project for which they are interested. All structures that require structural analysis (non-standard structures) shall be in accordance with the appropriate codes for the materials, design loads, stability, and stresses.

Where possible, structures shall be designed to County/RCFC&WCD Standards or other public agency standards, where available. Structures designed in accordance with such standards will not require custom structural design. For such 'standard' structures, the structural design report will simply confirm the applicability of the standard to the design scenario. Additionally, where possible miscellaneous structures (retaining walls, culverts, headwalls, etc.) located throughout the project will be designed using references to applicable standard drawings published by City of Moreno Valley (Standard Drawings), Riverside County (Standard Drawings), APWA (SPPWC), and/or Caltrans (Standard Plans). **Deliverables:**

- Complete draft of the structural design report (PDF format) for City review and comment.
 - Final structural design report signed and stamped by registered structural engineer (PDF format).
4. **Complete 100% Design Level Ready-to-List:** Final plans, specifications, estimates, studies, reports for final approval from various agencies. Make sure to review and incorporate specifications recommended by the City and RCFC&WCD. Obtain and include the specification title sheet and all required appendices (such as the Project Sign, Soils Borings, etc.). Double check that bid items match specifications exactly and are reflected on the plans. **Deliverable:** Provide final signed and stamped design plans, in PDF format, following RCFC&WCD procedures for digital signatures and plan creation.
 5. **100% Hydrology & Hydraulics Report:** The Consultant shall prepare a comprehensive report incorporating the side drainage hydrology and all project hydraulic calculations. The mainline hydrology provided by the RCFC&WCD shall be included in an appendix. This report shall be a complete self-contained package and shall include a narrative, assumptions, boundary conditions, all mapping/exhibits, calculations, hydraulic output files, and reference drawings and materials. Information should be organized and labeled such that the RCFC&WCD can easily find the backup for a portion of the project in which they are interested. It is anticipated that the Hydrology and Hydraulics Report will include the following Sections:

- Introduction and Technical Background
- Previous Studies and Design Criteria
- Existing Drainage Facilities
- Site Specific Hydrology for Local Drainage
- Local Drainage Improvements Hydraulics
 - Proposed Conditions
- Summary
- References
- **Deliverables:**
 - A draft report shall be provided for City/ RCFC&WCD review and comments (PDF format).
 - A final report signed and stamped by a registered professional engineer shall be provided (PDF format).
 - Computer files of all hydrologic/hydraulic analyses.

6. Complete Right of Way and Appraisal Document: Right of way real property including easements, requirements map, appraisal map, legal descriptions, right of way map, and others as required with appraisals satisfactory to EDA completed by a MAI Certified Appraiser.

7. Complete Right of Way Acquisition: Acquisition coordination, acquisition documentation, right of way certification, utility coordination and notices, utility relocation, and others as required.

8. Optional Service - Construction Inspection Services: If Option is executed by the City, Consultant or subconsultant shall provide for surveillance of project construction to assure compliance with plans specifications, and all other contract documents. The consultant shall provide One Deputy Construction Inspector, who, under the general direction of the City Senior Inspector, shall perform general inspection services as staff extension for the project during construction. The selected Consultant will be required to have personnel available for assignment to this project who have successfully provided professional services as it relates to all activities of public works construction. The minimum field personnel experience required includes ten (10) years of construction inspection of increasingly complex public works projects.

Construction inspection tasks include, but not limited to: review removal limits with contractor prior to saw-cutting and removals; inspect excavation, trenching, subgrade preparation and construction for concrete box culverts and wall height extension for an existing trapezoidal concrete open channel for compliance with plans, specifications and contract requirements; continuously observe and inspect contractor's removals and concrete box culvert or open channel placement operations; monitor the traffic control and safety measures and request for corrections as needed; monitor and provide supporting documentation on the personnel and equipment used and that for any extra work performed by the contractor; keep daily diaries (logs); and take pictures of the project as needed; prepare and issue correction notices to the contractor and follow up with the notices; respond to public inquiries regarding

construction activities; and perform related duties as required. The Construction Inspector is to field review and verify quantities submitted by the contractor on each invoice to make sure the quantities/work items are correct and completed/accepted prior to the issuance of payment to the contractor.

9. Additive Services: Utility relocation or protection plans and incidental costs.

11. LABOR LAWS, PREVAILING WAGES

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

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

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

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

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

12. Vendor Questionnaire

12.1. [Non-Collusion Affidavit*](#)

Please download the below documents, complete, and upload.

- [D - Non-Collusion Affidavit...](#)

*Response required

12.2. [Form CD-512 Certification Regarding Lobbying*](#)

Please download the below documents, complete, and upload.

- [Form CD-512 Certification R...](#)

*Response required

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

*Response required

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

*Response required

EXHIBIT B

CONSULTANT PROPOSAL

REQUEST FOR PROPOSAL

2024-068

FOR PROFESSIONAL CONSULTANT DESIGN SERVICES FOR
SUNNYMEAD MDP SD LINE H (CITY PROJECT NO. 804 0022)



for:

CITY OF MORENO VALLEY

14177 Federick Street
Moreno Valley, CA 92335



February 13, 2025
2:00 p.m.

Prepared by:



2305 Chicago Avenue
Riverside, California 92507
(9 5 1) 6 8 0 - 0 4 4 0

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Prepared for:

City of Moreno Valley

Public Works Department/Land Development Division
14177 Frederick Street
Moreno Valley, CA 92552
Phone: (951) 413-3100

Prepared by:

TKE Engineering, Inc.

2305 Chicago Avenue
Riverside, CA 92507
Contact: Terry Renner, P.E., P.L.S., Q.S.D., Senior Vice President
Phone: (951) 680-0440
Fax: (951) 680-0490
Email: trenner@tkeengineering.com
Website: www.tkeengineering.com



February 13, 2025

CITY OF MORENO VALLEY

Public Works Department/Land Development Division
14177 Frederick Street
Moreno Valley, CA 92552

Subject: Request for Proposal No. 2024-068 for Professional Consultant Design Services for Sunnymead MDP SD Line H Project (City Project No. 804 0022)

Dear Evaluation Panel:

Thank you for the opportunity to present TKE Engineering, Inc. (TKE)'s proposal to provide Professional Consultant Design Services for the Sunnymead MDP SD Line H Project to the City of Moreno Valley (City). TKE is enthusiastic about the opportunity to continue to assist the City with Design Engineering services. Why choose TKE to provide the requested services? Please consider the following:

Firm Identification – TKE Engineering, Inc. (a California C Corporation) is a full service, multi-disciplinary consulting firm located at 2305 Chicago Avenue, Riverside, CA 92507. Our Federal Tax ID Number is 33-0918894, and we can be found online at www.tkeengineering.com. With over 25 years of experience providing drainage master planning and storm drain pipe and box design services, as well as, flood control and basin engineering services to public agencies, we are highly qualified to perform the services necessary for project delivery.

Names and Titles of Principal Owners- TKE has three principal owners, Michael Thornton, P.E., P.L.S., M.S., President; Terry Renner, P.E., P.L.S., Q.S.D., Senior Vice President; and Steven Ledbetter, P.E., Q.S.D. Vice President.

Authorized Personnel - Terry Renner, P.E., P.L.S., Q.S.D., Principal-In-Charge, is an authorized signatory of the firm and will be TKE's contact person for the duration of the proposal evaluation and contract. He can be reached by telephone at (951) 680-0440 and e-mail at trenner@tkeengineering.com.

Company History, Experience, and Years in Business - TKE was established in 2000 with the goal of providing turnkey services for municipal land development and public works projects to benefit our community. As a result, our focus on this mission has earned us a reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of services. As a firm dedicated to public service, TKE's experience includes planning, design and construction of more than 200 miles of storm drain pipe and channels. We thoroughly understand all related requirements to protect the City's interests and since we only provide services to municipalities, we avoid any conflicts of interest. TKE has been providing design services to numerous municipalities and cities for the past 25 years including the City of Moreno Valley. As such, we have a thorough knowledge of the City's standards and requirements.

Current Number of Employees, Key personnel – TKE Engineering currently employs 67 professional engineers, surveyors and hydrology/hydraulic specialists. Mr. Renner will be overseeing and managing the work of our key personnel, which includes Steven Ledbetter, P.E., Q.S.D., as the Project Manager, Michael Thornton, P.E., P.L.S., M.S., as our QA/ QC Specialist, Octavio Parada as our Hydrology/Hydraulics Specialist, Shelby Kelly, P.E., as our Assistant Project Manager, Chance Renner, E.I.T., as our Utility Coordinator, and Jeff Lantosh, as our Construction Inspector.

Exceptions – TKE has no exceptions to the City's scope, specifications, terms or conditions in this RFP.

Validity- This proposal of proposed services and related pricing are valid for a period of 60 days.

Thank you for your consideration. TKE would very much appreciate the opportunity to provide engineering services. If you have any questions, please call me at (951) 680-0440.

Sincerely,



Terry Renner, P.E., P.L.S., Q.S.D., Senior Vice President, TKE Engineering, Inc.



SECTION 2 | TECHNICAL PROPOSAL

A. UNDERSTANDING AND APPROACH

PROJECT UNDERSTANDING

The City of Moreno Valley is seeking professional consultant design services to improve the Sunnymead MDP Line H stormwater conveyance system from a 10-year storm event capacity to 100-year design flow capacity. The segment of proposed improvement is located immediately south of the State Route 60 and traverses southeast under the intersection of Sunnymead Blvd and Indian Street.

This project will provide flood protection for residential homes and arterial streets within this community via the construction of approximately 400 linear feet concrete box culvert to replace an unimproved natural channel; Installation of an approximately 365 linear feet triple concrete box culvert to replace a 6 foot by 4 foot culvert; Construction of an approximately 240 linear feet wall height extension for an existing trapezoidal channel.

TKE Engineering, Inc. is the perfect fit for this project. We provide turnkey design engineering services to numerous municipalities throughout Riverside County for drainage and basin improvement projects.

TKE will provide the following services:

- Design Management
 - Work Plan
 - Field Reviews
 - Project Meetings/Coordination
- Quality Assurance and Quality Control
- Project Schedule Preparation
- Monthly Progress Report and Invoicing
- Hydrology/Hydraulic Analysis
- Utility Coordination
- Geotechnical Report Preparation
- Storm Drain Design
- Conduct Design Review Meetings with City/RCFC+WCD
- Engineers Estimate
- Right-Of-Way Engineering
- Traffic Engineering Services
- Structural Design Engineering Services

- Special Provisions

APPROACH

Successful project delivery is our goal. Our definition of successful project delivery is:

- Project completion that meets all project requirements through:
 - Master Planning
 - Site Investigation
 - Preliminary Design
 - Program Verification
 - Design:
 - Schematic Design
 - Design Development
 - Construction Documents
 - Specifications
 - Right-Of-Way Engineering
- Project completion on schedule
- Project completion within budget

Our goal is not limited to the design of the drain improvements only, but includes the incorporation of value engineering and constructability review. Through the examination of specific design alternatives, we will identify the most cost-effective project alternative that meets design requirements and will provide for the greatest opportunity for expedited construction, which allows us to consistently deliver projects that use public resources in a wise and responsible manner. We have developed this project approach in order to maintain an expertise in our core business of public works projects with tight budgetary constraints.

To achieve our goal, we approach our projects by first developing a project plan. Our project plan considers the major drainage and project issues described below and development of project tasks (Scope of Services) to be performed by the design team, preparation of task budgets and preparation of a schedule to complete each task. Prior to beginning preparation of a project plan and Scope of Services, we would perform the following:

- Detailed Review of the Project
- Preliminary Research and Data Collection
- Client Inquiries
- Field Reconnaissance

CRITICAL ISSUES

Identification of Critical Design Elements



We have identified a number of critical issues related to the project and they are presented in the following paragraphs:

DRAINAGE TRIBUTARY

TKE has thoroughly reviewed the RCFC&WCD Sunnymead Area Drainage Plan which identifies the major storm drain infrastructure for the project area. The proposed storm drain improvements will convey water from north of the State Route 60 Freeway to south of Sunnymead Boulevard at Indian Street. The improvements area is a portion of the Riverside County Flood Control & Water Conservation District (RCFC&WCD) concrete lined trapezoidal channels (Line H). The drainage tributary area consists of portions of the SR-60 Freeway, the intersection of Indian Street and Sunnymead Boulevard, the south half of the Indian Street overpass and the commercial area north of Sunnymead Boulevard. The proposed storm drain improvements will convey water from the existing Davis Street basin north of the SR-60 Freeway, north to south into Line H which will require a permit with RCFC&WCD.

RIGHT-OF-WAY DOCUMENTS

TKE has provided right-of-way acquisition services on a number of projects over a vast array of communities. In addition, TKE has had great success in acquiring the easement/right-of-way at no additional cost to the City. We will meet with the property owners requiring easement documents and inform them of the benefits this project will deliver. TKE will rely on Thompson and Thompson to determine fair market value for the easement. We are accustomed to working directly with property owners on projects and have great confidence in our ability to successfully obtain the easements within the project schedule.

CRITICAL UTILITY INTERFERENCES

With the project removing a triple box that is currently 18-foot wide and replacing it with a triple box that will be 24-foot wide, there are potential utilities that may be impacted. Our approach to this critical issue will be to immediately initiate field review, perform very thorough records research, and document all the critical design elements so they can be presented to the City. This will provide a head start on instructing our survey team about what detailed information to collect. These elements

include key ground elevation information at locations necessary to maintain positive drainage and to properly construct the outfall and potholing critical underground utilities in order to ensure proper clearance and minimize relocations during construction of drainage improvements.

ENVIRONMENTAL PROCESSING AND PERMITTING

The project will likely require environmental permitting from the US Army Corps of Engineers, the State of California's Department of Fish and Wildlife, and State Water Resource Control Board. After TKE determines all impacts to the stream, TKE will assess permitting requirements, emphasizing a minimum number of permits. Requirements may lead to preparation of notifications for a California Department of Fish and Wildlife Lake and Streambed Alteration Agreement, an application for a US Army Corps of Engineers Clean Water Act Section 404 permit and an application for a Santa Ana Region Water Quality Control Board Clean Water Act Section 401 permit. Again, the project will likely require the acquisition of an Individual 404 permit. This is a significantly more time intensive process.

The project environmental studies may indicate endangered species exist within the project area. The presence of endangered species requires an additional layer of review to be determined during design.

Each permit can require extensive time to acquire. TKE will begin the permitting process as soon as a project alternative is selected. See the enclosed project schedule for required permit processing timing.

TKE's wide range of successful project delivery has enabled us to forge relationships with the various resource agencies necessary for complex environmental and encroachment permitting. We have successfully acquired permits from Caltrans, Riverside and San Bernardino Counties, US Army Corps of Engineers, Fish and Wildlife Service, California Department of Water Resources, California State Water Resources Control Board, Cal-OSHA Mining and Tunneling, Santa Ana Regional Water Quality Control Board, BNSF, UPRR, and SANBAG, as well as local City permits, to name a small sample. Our long-standing relationships and permitting experience allows us to expedite the permitting process and provides the City knowledgeable experts to turn to in order to avoid future challenges.



PUBLIC MEETINGS

As presented in the RFP, public meetings including Council presentations will be needed. Public comments will be an important part of selecting the appropriate project alternative and for environmental compliance. TKE has considerable experience with public meetings. TKE will present the project alternatives and discuss project features at these meetings. In addition, TKE will document all public comments and, as directed by the City, will incorporate these comments into the selected design alternative for the project.

TKE has provided similar services to many agencies and will provide effective public meetings.

ACCURATE COST ESTIMATING

TKE understands the limits on funding. Because of the limited budget for projects, it is vital to keep costs controlled. Our approach to controlling costs is to provide frequent and accurate cost estimates by using TKE's detailed cost estimating database. In addition to using this database, TKE utilizes our considerable experience with Construction Management to assist in providing constructability reviews and cost estimating based on current information from our on-going projects. Finally, with the current economic climate, construction costs are widely varying. We will also discuss the project's elements with local contractors to assure that we have the most current construction information available so that the City can get the most "bang for their buck".

SCOPE OF WORK

TKE's scope of services is to provide full service, task management, scheduling and meeting, and coordination with RCFC&WCD and other agencies to complete the plans, specifications and estimate preparation. Due to the page limitations, TKE has adopted the scope of work tasks identified in the RFP and listed them by title only as reference.

BASE SERVICES

The scope of services for completing Project Authorization and Environmental Documentation (PA&ED), Preliminary Engineering Design Phase, completing Plans, Specifications, Estimate (PSE) Phase and Right of Way Acquisition include, but are not limited to, the following tasks:

1. **Project Summary Memorandum**
2. **Project Management**

- Project Kick-off
 - Design Review at the 30% design level
 - Design Review at the 60% design level
 - Design Review at the 90% design level
3. **Engineering Studies**
 4. **Utility Coordination:**
 - a. **Utilities Research**
 - b. **Utility Locating**
 - c. **Utility Relocation Coordination**
 5. **Geotechnical**
 6. **Draft Environmental Document**
 7. **Public Outreach and Learning**
 8. **Final Environmental Document and Permitting:**

PLANS, SPECIFICATIONS, ESTIMATE (PSE) PHASE AND RIGHT OF WAY

The scope of services for PSE and Right of Way includes, but are not limited to, the following tasks:

1. **Complete 30% Design Level:**
This will include Catch Basin Hydrology and Preliminary Design as follows:
 - Catch Basin Hydrology
 - Preliminary Design
2. **Complete 60% Design Level:** Plans, specifications, estimates, updated financial reports, studies, or other documents to submit to Caltrans and RCFC&WCD for approval as required. 60% plan submittal shall consist of the following:
 - Finalize the geometric and hydraulic design
 - Finalize basin stage storage curves and basin footprint
 - Finalize outlet design
 - Utility coordination
 - Finalize street improvements
3. **Complete 90% Design Level:** Update all plans, specifications, estimates per review comments and others to submit to Caltrans and RCFC&WCD for approval as required. 90% plan submittal shall also consist of the following:
 - **90% Stormwater Pollution Prevention Plan**
 - **Cost Estimate Verification**
 - **90% Plan Engineering**
 - **Structural Design Report**
4. **Complete 100% Design Level Ready-to-List**
5. **100% Hydrology & Hydraulics Report**
6. **Complete Right of Way and Appraisal Document**
7. **Complete Right of Way Acquisition**



B. WORK PLAN

TKE takes pride in its reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of work, and believes that a high level of quality is needed on all services provided by TKE. Key components of the program include check lists, field reviews, and discussion with City staff. High quality services yield ease of project oversight, smoother processing, minimal delays in the bidding phase, healthy number of bidders, consistent bids, minimized construction support cost, absence of design-related change orders, and reduced claims and dispute resolution costs.

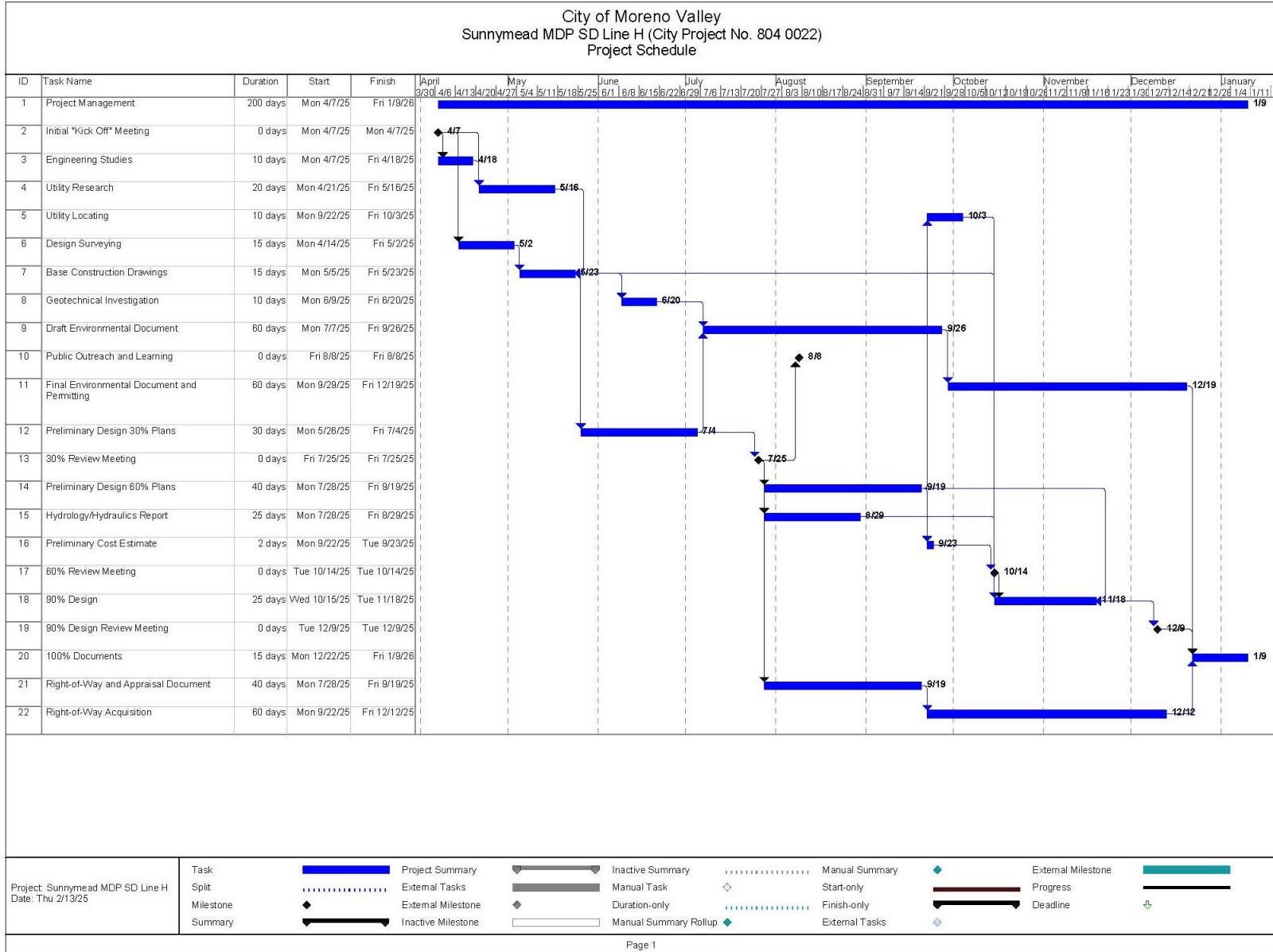
COMMITMENT TO SERVICE

TKE has two unique advantages associated with the experience of TKE's project team. One benefit of TKE's project team is our extremely low internal turnover rate. As a result of our rigorous interview and testing procedures, coupled with our extremely high employee satisfaction rates, TKE staff has years of experience working together. The close relationships each of our staff members have with one another provide the City with an extremely well rounded and experienced team. As such, TKE's project team experience directly correlates with TKE's firm experience described below.

The second benefit of TKE's project team is our internal training procedures. TKE has strived to develop techniques that reach outside the box and develop well rounded individuals committed to providing high quality, efficient services to meet all of our clients' needs. TKE trains our staff on every facet of engineering design and construction to provide a level of knowledge that can identify problems in every phase of a project, from planning through construction.

It is this commitment to service and diverse array of offerings that makes us unique and drives our long-standing relationships with our client base. Understanding that all aspects of civil engineering are important to ensure the City's interests are protected and project schedules are met, our team brings TKE management level professionals to projects ensuring that every aspect receives full and comprehensive consideration

PROJECT DESIGN SCHEDULE



C. DELIVERABLES

The following are a list of TKE deliverables for this Project:

SCOPE	DELIVERABLE
Project Summary Memorandum	Memorandum with Project scoping, scheduling, funding, hydrology study and analysis results, right of way needs, permitting requirements, environmental issues, geotechnical issues and others as required
Project Management	The Consultant shall provide the following: Project organization, team members and contact information; monthly progress reports to be submitted with monthly invoices; meeting agendas, meeting minutes, and action items from scheduled meetings; any other deliverable needed to properly manage the project progress and scope.
Engineering Studies	Alternative storm drain alignments, typical sections, storm water and drainage assessment, utility assessment, right of way needs mapping, Hydrology and hydraulic studies, soils investigation, preliminary cost estimate, conceptual construction phasing plan, and others as required
Utility Locating	<ul style="list-style-type: none"> Provide final pothole report which includes but is not limited to: location, description, elevation or depth from existing grade to top of utility, photos, exhibits and diagrams (hard copy and digital format). Prepare utility conflict reports with exhibits.
Utility Relocation Coordination	<ul style="list-style-type: none"> Review of utility company prepared relocation plans as needed. Proposal shall be based on a review time of 20 hours. Utility Relocation Design Plans & Cost Estimate, if necessary.
Geotechnical Investigation	A draft report summarizing the scope of work, findings and recommendations shall be provided for City and RCFC&WCD review and comments in searchable PDF format. The City and RCFC&WCD comments shall be incorporated, and two (2) copies and one (1) searchable PDF format of the final geotechnical report shall be submitted (wet signed and sealed by a licensed geotechnical engineer).
Environmental	Draft initial study, mitigated negative declaration, technical studies, regional permits
Public Outreach and Learning	Prepare public meeting materials and invitation, conduct public meetings, and others as required.
Final Environmental Document and Permitting	Respond to public comments, complete environmental document, notice of determination/availability filing, environmental mitigation and permitting, resource agency/clean water act/California fish and game permitting and others as required.
Base Construction Drawings	Utilize provided base mapping and topographic survey and insert utilities to complete existing base drawing files for design.
Complete 30% Design Level: Catch Basin Hydrology	Provide catch basin hydrologic calculations, hydrologic workmap/exhibit depicting catch basin locations, flow capture and bypass, and street capacity.
Complete 30% Design Level: Preliminary Design	Provide 30% plan drawings. Assume three rounds of submittal. The first submittal must fully incorporate all requirements for 30% plans.
Paving, Street, and Traffic Plans	The limits for the street improvements need to be determined and shown on the plans. Consideration should also be given to the potential for construction traffic to accelerate damage to under-designed roads. The traffic closure plans will also be determined and shown on the plans.
Complete 60% Design Level	Provide 60% design plans (one full format PDF and CAD) to the City. Assume three rounds of submittals. The second submittal must fully incorporate all requirements for the 60% plans and will be submitted to the City for comment.
Hydrology and Hydraulics Report	Complete hydrology and hydraulic calculations for overall project. The City will provide Hydrology backup and information regarding the upstream basin from RCFC&WCD for this project. Compile hydrology and hydraulics report into a complete self-contained package, including narrative, mapping/exhibits, calculations and reference drawings and materials. Hydrology backup material will contain the hydrology work maps and hydrology calculations accompanied by network schematic for hydrology model. The hydraulic analysis section will include WSPG runs for the mainline and laterals, and will contain narrative explaining assumptions and Page 3 boundary



	conditions used. Any hand calculations will be included, as well as a narrative explanation of the approach to the project and all assumptions made in the analysis. Information should be organized and labeled such that a third party can easily find the backup to a portion of the project for which they are interested.
Preliminary Cost Estimate	Prepare the project cost estimates to reflect all project elements and to be consistent with the draft specifications.
Complete 90% Design Level: 90% Stormwater Pollution Prevention Plan	Provide 90% SWPPP.
Complete 90% Design Level: Cost Estimate Verification	Provide updated Cost Estimate (hard copy and digital format).
Complete 90% Design Level: Structural Design Report	Provide 90% design plans to the City.
Complete 90% Design Level: 90% Plan Engineering	<ul style="list-style-type: none"> Complete draft of the structural design report (PDF format) for City review and comment. Final structural design report signed and stamped by registered structural engineer (PDF format).
Complete 100% Design Level Ready-to-List	Provide final signed and stamped design plans, in PDF format, following RCFC&WCD procedures for digital signatures and plan creation.
100% Hydrology & Hydraulics Report	<ul style="list-style-type: none"> A draft report shall be provided for City/ RCFC&WCD review and comments (PDF format). A final report signed and stamped by a registered professional engineer shall be provided (PDF format). Computer files of all hydrologic/hydraulic analyses.
Right-of-Way	<ul style="list-style-type: none"> Appraisal documents, legals and plats, acquisition.

D. QA/QC PROCEDURES

TKE takes pride in its reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of work, and believes that a high level of quality is needed on all service provided by TKE. Key components of the Program include check lists, field reviews, and discussion with City staff. Our high-quality checking procedures provide the City with the following tangible results:

- Ease of oversight
- Smoother processing
- Minimal delays in the bidding phase
- Healthy number of bidders
- Consistent bids
- Minimized construction support cost
- Absence of design-related change orders
- Reduced claims and dispute resolution costs

TKE believes that the most successful quality assurance program is one that is applied inherently throughout the entire process. This program requires not only formal procedures for checking, but encourages the conscientious effort of experienced people to always “think quality” in every task performed throughout the design process. This program has become a natural

element in all aspects of TKE’s management activities and will guide all services provided by TKE.

Effective QA/QC includes assignment of experienced staff, continuity of staffing, project-specific work plan, schedule compliance, comprehensive field review and compilation of site data, established design procedures, established detailing standards, established checking procedures, including independent in-house QA/QC review, dual (independent) quantity estimates, and review by constructability expert. The Quality Assurance/Quality Control program is in place to ensure that services provided by TKE continues to exceed the standards of our clients and that we will deliver the projects on schedule and within budget.

Regarding cost controls, TKE’s project manager will provide monthly progress reports documenting project progress for all projects assigned to TKE using a comprehensive project management summary. The summary includes project name and related number, description of progress, budget status, schedule compliance, and anticipated upcoming accomplishments.





E. RELATED EXPERIENCE

CALIMESA CREEK BASIN & STORM DRAIN

City of Calimesa, CA



Client Contact: Will Kolbow
Phone Number: (909) 795-9801
Email: wkolbow@cityofcalimesa.net
Project Cost: \$9.8 million
Completion Date: On-Going

RELEVANCE TO MORENO VALLEY

- Major Drainage Infrastructure Regional Flood Control
- Connection to County Flood Control
- Extensive Utility Coordination and Permitting
- Hydraulics/Hydrology Modeling

DESCRIPTION

TKE provides pre-project planning, development, preliminary engineering, hydrology, and hydraulics, project grant writing, environmental compliance, state and federal funding coordination. The Calimesa Creek Storm Drain Improvements Project is located in the Cities of Calimesa and Yucaipa's south of County Line Road between the Interstate 10 Freeway and 5th Street. The project scope of work includes the design of 1,700 linear feet of 78" storm drain pipe, natural low flow drainage creek improvements, and associated inlet/outlet facilities for 100-Year flood conveyance storm drain protection. Additionally, the project requires coordination with regulatory agencies to obtain Section 401 and Section 404 permit compliance.

SERVICES

Services include pre-project planning, development, preliminary engineering, hydrology and hydraulics, design, project grant writing, environmental compliance, state and federal funding coordination, grant administration, utility relocation coordination, right-of-way acquisition and permitting.

KEY STAFF

Michael Thornton, P.E., P.L.S., M.S., Terry Renner, P.E., P.L.S., Q.S.D., Steven Ledbetter, P.E., Ron Musser, P.L.S., Octavio Parada

A-04 DRAINAGE CORRIDOR PROJECT

City of Hesperia, CA



Client Contact: Nils Bentsen
Phone Number: (760) 947-1901
Email: nbentsen@cityofhesperia.us
Project Cost: \$52.0 million
Completion Date: 2020

RELEVANCE TO MORENO VALLEY

- Design of Storm Drain
- Hydrology/Hydraulics
- Master Drainage Planning
- Basin Routing
- Grant Funding

DESCRIPTION

TKE provided investigation and acquired grant funding, planning, design, topographic survey, hydrology, and hydraulic analysis, bidding services, construction administration, State and Federal funding coordination services for the City of Hesperia. The A-04 Drainage Corridor project is located in the southwesterly portions of the City of Hesperia. The A-04 drainage corridor is the City's largest drainage tributary containing more than 4,380 acres and conveys flows in excess 5,000cfs. The project includes construction of three proposed flood control basins totaling over 1,000 feet of storage and more than 17,000 linear feet of various size storm drain pipe and box culverts, together with inlet and outlet facilities. During moderate and larger storm events, flooding and sediment accumulation occurs along the entire drainage corridor downstream of the proposed project; in particular, on Main Street, one of the highest volume streets in the city. The project will enhance quality, reduce the region's dependence on imported water supplies, and simulate economic development.

SERVICES

Services include investigate and acquire grant funding, planning, design, topographic survey, hydrology and hydraulic analysis, permitting from San Bern, US Army Corps of Engineers' 404 permit, bidding services, construction administration, State and Federal funding coordination.

KEY STAFF

Michael Thornton, P.E., P.L.S., M.S., Terry Renner, P.E., P.L.S., Q.S.D., Steven Ledbetter, P.E., Chance Renner, E.I.T., Octavio Parada, Ron Musser, P.L.S.

ESCONDIDO AVENUE STORM DRAIN AND DETENTION BASIN PROJECT

City of Hesperia, CA



Client Contact: Nils Bentsen
Phone Number: (760) 947-1901
Email: nbentsen@cityofhesperia.us
Project Cost: \$6.2 million
Completion Date: 2022

DESCRIPTION

TKE provided investigation services and acquired grant funding, planning, design, hydrology and hydraulic analysis, permitting from San Bernardino County Flood Control District, Regional Quality Control Board 401 permit, DSOD for a jurisdictional berm, US Army Corps of Engineers’ 404 permit, bidding services, construction administration, State and Federal funding coordination. The Escondido Avenue Detention Basin project is located in the City of Hesperia, approximately 0.5 miles south of the intersection of Main Street and Escondido Avenue. The project includes a 470-acre foot basin, together with inlet and outlet facilities. The project will enhance flood protection, reduce sediment transport, improve local water supplies and quality, reduce the region’s dependence on imported water supplies and simulate economic development.

SERVICES

Services included investigate and acquire grant funding, planning, design, hydrology and hydraulic analysis, permitting from San Bernardino County Flood Control District, Regional Quality Control Board 401 permit, DSOD for a jurisdictional berm, US Army Corps of Engineers’ 404 permit, bidding services, construction administration, State and Federal funding coordination.

KEY STAFF

Michael Thornton, P.E., P.L.S., M.S., Terry Renner, P.E., P.L.S., Q.S.D., Steven Ledbetter, P.E., Chance Renner, E.I.T., Octavio Parada, Ron Musser, P.L.S.

WALNUT BASIN PROJECT

City of Hesperia, CA



Client Contact: Nils Bentsen
Phone Number: (760) 947-1901
Email: nbentsen@Cityofhesperia.us
Project Cost: \$1.1 million
Completion Date: 2020

RELEVANCE TO MORENO VALLEY

- Design of Basin
- Hydrology/Hydraulics
- Basin Routing
- State & Federal Funding Coordination
- Basin Routing

DESCRIPTION

The H-01 Drainage Corridor project is located in the southeasterly portions of the City of Hesperia. The project covers the largest area in the drainage tributary containing more than 12,000 acres and conveys flow to the Escondido River. The project includes construction of a sediment control basin totaling 13 acre-feet of storage, with inlet and outlet facilities, and berms to allow the sediment to settle. During moderate and larger storm events, flooding and sediment accumulation occurs along the entire drainage corridor; in particular, downstream of the project site, two existing 10’ RCP storm drains that cross-Main Street were full of sediment, requiring the City to clean out the dual pipes. The proposed Walnut Basin will reduce sediment accumulation, and enhance water quality.

SERVICES

Services include investigate and acquire grant funding, planning, design, topographic survey, hydrology and hydraulic analysis, bidding services, construction administration, State and Federal funding coordination.

KEY STAFF

Michael Thornton, P.E., P.L.S., M.S., Terry Renner, P.E., P.L.S., Q.S.D., Steven Ledbetter, P.E., Chance Renner, E.I.T., Octavio Parada, Ron Musser, P.L.S.



OPAL BASIN AND STORM DRAIN PROJECT

City of Redlands, CA



Client Contact: John Harris
Phone Number: (909) 798-7658
Email: jharris@cityofredlands.org
Project Cost: \$5.8 million
Completion Date: 2016

RELEVANCE TO MORENO VALLEY

- Major Drainage Infrastructure
- Regional Flood Control Basin
- Connection to County Flood Control Facility
- Extensive Utility Coordination and Permitting
- Hydraulics/Hydrology Modeling

DESCRIPTION

TKE provided pre-project planning, development, preliminary hydrology, hydraulics and design, project grant writing, State and Federal funding coordination, permitting from San Bernardino County Flood Control District, DSOD, US Army Corps of Engineers, and Department of Fish and Game. The proposed Opal Basin is located on the north east corner of Citrus Avenue and Opal Avenue, in an unincorporated area of the County of San Bernardino. The project scope of work included grading to hold 830-acre feet of storm and recharge waters with a walking trail around the basin it will also include a streambed alteration to divert storm water into the proposed basin. The basin would retain much of the same appearance as currently exists from the perimeter preserving at the property boundary.

SERVICES

Services included pre-project planning, development, preliminary hydrology, hydraulics and design, project grant writing, State and Federal funding coordination, permitting from San Bernardino County Flood Control District, DSOD, US Army Corps of Engineers, and Department of Fish and Game.

KEY STAFF

Michael Thornton, P.E., P.L.S., M.S., Terry Renner, P.E., P.L.S., Q.S.D., Steven Ledbetter, P.E., Ron Musser, P.L.S., Octavio Parada

UPLAND BASIN EXPANSION AND STORM DRAIN PROJECT

City of Upland, CA



Client Contact: Bob Critchfield
Phone Number: (909) 291-2946
Email: bcritchfield@ci.upland.ca.us
Project Cost: \$21.0 million
Completion Date: 2016

RELEVANCE TO MORENO VALLEY

- Basin Design
- Hydrology/Hydraulic Report
- Permitting
- State and Federal Funding

DESCRIPTION

TKE provided design, parcel map preparation, hydrology and hydraulic report preparation, bidding services, permitting from the Regional Quality Control Board for land fill reclamation. The Upland Basin project is located in the City of Upland at the corner of Monte Vista Avenue and Arrow Route. The project included the reclamation of a landfill into a 1300-acre-foot flood control and aquifer recharge basin together with inlet and outlet facilities. Inlet facilities included 102" diameter storm drain, a multi-plate arch pipe, and 66" diameter storm drain. Outlet facilities a low flow storm drain and a reinforced concrete spillway.

SERVICES

Services included design, parcel map preparation, hydrology and hydraulic report preparation, bidding services, permitting from the Regional Quality Control Board for land fill reclamation, DSOD for a jurisdictional berm, US Army Corps of Engineers' 404 permit, bidding services, construction administration, construction inspection, construction staking and quantity verification surveying, State and Federal funding coordination, and regional water quality control Board coordination for closure of a landfill.

KEY STAFF

Michael Thornton, P.E., P.L.S., M.S., Terry Renner, P.E., P.L.S., Q.S.D., Steven Ledbetter, P.E., Ron Musser, P.L.S., Octavio Parada, Brad Enscoe

PIT 3 UPLAND SPORTS PARK GRADING

City of Upland, CA



Client Contact: Bob Critchfield
Phone Number: (909) 291-2946
Email: bcritchfield@ci.upland.ca.us
Project Cost: \$5.0 million
Completion Date: 2008

RELEVANCE TO MORENO VALLEY

- Hydrology/Hydraulic Analysis
- Survey

DESCRIPTION

TKE provided ALTA Survey preparation, hydrology and hydraulic analysis, construction staking, quantity verification surveys and as-built verification. The Upland Sports Park/Pit 3 Project is located in the City of Upland generally bounded by Baseline Road to the South, SR-210 Freeway to the North, Benson Avenue to the East and Monte Vista Avenue to the West. The project will serve as a sports complex and detention facility for runoff from I-210.

SERVICES

Services included ALTA Survey preparation, hydrology and hydraulic analysis, construction staking, quantity verification surveys and as-built verification.

KEY STAFF

Michael Thornton, P.E., P.L.S., M.S., Terry Renner, P.E., P.L.S., Q.S.D., Steven Ledbetter, P.E., Ron Musser, P.L.S.

STUART AVENUE STORM DRAIN PROJECT

City of Redlands, CA



Client Contact: John Harris
Phone Number: (909) 798-7658
Email: jharris@cityofredlands.org
Project Cost: \$2.0 million
Completion Date: 2011

RELEVANCE TO MORENO VALLEY

- Design
- Hydrology/Hydraulic Modeling
- Permitting
- Coordination with Agencies

DESCRIPTION

TKE provided design, hydrology and hydraulic modeling and report preparation, permitting, surveying, construction administration, construction inspection, coordination with agencies and consultants. TKE also offered right-of-way legal description and plat preparation, right-of-way acquisition negotiations, and construction staking. The Stuart Avenue Storm Drain Improvements Project is located in the City of Redlands south of the Interstate 10 Freeway between Texas Street and Orange Street. The project scope of work included drainage improvements provided for 100-year flood protection for downtown business district. The project included approximately 4,400 linear feet of storm drain (12" diameter to 6-foot by 12-foot double box) improvements.

SERVICES

Services include design, hydrology and hydraulic modeling and report preparation, permitting, surveying, construction administration, construction inspection, coordination with agencies and consultants, right-of-way legal description and plat preparation, right-of-way acquisition negotiations, and construction staking.

KEY STAFF

Michael Thornton, P.E., P.L.S., M.S., Terry Renner, P.E., P.L.S., Q.S.D., Steven Ledbetter, P.E., Ron Musser, P.L.S., Brad Enscoe

FOOTHILL BOULEVARD STORM DRAIN

City of Upland, CA



Client Contact: Bob Critchfield
Phone Number: (909) 291-2946
Email: bcritchfield@ci.upland.ca.us
Project Cost: \$1.5 million
Completion Date: 2007

RELEVANCE TO MORENO VALLEY

- Preliminary Design
- Hydrology/Hydraulic Analysis
- Survey
- Permitting
- Multi-Agencies Coordination

DESCRIPTION

TKE provided preliminary design, construction document preparation, right-of-way document preparation, bidding assistance, construction management and construction surveying for the project. The Foothill Boulevard Storm Drain Improvements Project is located in the City of Upland north of the Interstate 10 Freeway between Monte Vista Avenue and Central Avenue. The project scope of work included drainage improvements for the 100-year flood conveyance for the west Upland area through approximately 3,700 linear feet of 102" through 72" RCP storm drain improvements. The storm drain conveys flows from the south limits of the airport and proposed developments north of Foothill Boulevard to the Upland Basin.

SERVICES

Services included preliminary design, construction document preparation, right-of-way document preparation, bidding assistance, construction management and construction surveying for the project. TKE was also responsible for permit and agency coordination with Caltrans, U.S Army Corps and San Bernardino County Flood Control District.

KEY STAFF

Michael Thornton, P.E., P.L.S., M.S., Terry Renner, P.E., P.L.S., Q.S.D., Steven Ledbetter, P.E., Ron Musser, P.L.S., Brad Enscoe

UPLAND DRAINAGE MASTER PLAN UPDATE

City of Redlands, CA



Client Contact: Bob Critchfield
Phone Number: (909) 291-2946
Email: bcritchfield@ci.upland.ca.us
Project Cost: N/A
Completion Date: November 2009

RELEVANCE TO MORENO VALLEY

- Master Plan Drainage
- Hydrology/Hydraulic Modeling
- Cost Estimating
- Coordination with Agencies

DESCRIPTION

TKE provided the City of Upland in preparing a revision to their master plan of drainage to combine the three existing drainage plans that separated the City into individual areas, analyze their existing model and assess various alternatives to reroute drainage flows in a manner to reduce the cost of proposed drainage facilities. The Upland Drainage Master Plan Update, TKE reviewed the City's three existing drainage plans and provided hydraulic modeling and alternatives to successfully reroute existing flows and reduce the size of proposed drainage structures, saving the City an estimated \$5 million dollars in proposed drain facility construction.

SERVICES

Services included records research, hydrology and hydraulic analyses, preliminary profiling, cost estimating, and report preparation.

KEY STAFF

Michael Thornton, P.E., P.L.S., M.S., Terry Renner, P.E., P.L.S., Q.S.D., Steven Ledbetter, P.E., Ron Musser, P.L.S.

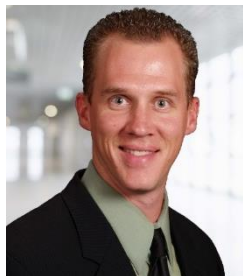
F. RESOURCE ALLOCATION MATRIX

City of Moreno Valley Professional Consultant Design Services for Sunnymead MDP SD Line H City Project No. 804 0022 Resource Allocation Matrix										
Task No.	Task	Principle In Charge Hours	QA/QC Specialist Hours	Project Manager Hours	Assistant Project Manager Hours	Hydrology/Hydraulic Specialist Hours	Utility Coordinator Hours	Assistant Engineer/Designer Hours	Survey Crew Hours	Clerical Hours
1.	Project Summary Memorandum	2		4	8	2				8
2.	Project Management	2		40	24					16
3.	Engineering Studies	2	2	24	16	32	4	16		8
4.	Utility Coordination									
4.1.	Utility Research				4			16		8
4.2.	Utility Locating			2	2		4	4	8	4
4.3.	Utility Relocation Coordination			4	16		40			8
5.	Geotechnical Investigation			2	4					2
6.	Draft Environmental Document			8	16			16		8
7.	Public Outreach and Learning	4		16	24			16		24
8.	Final Environmental Document and Permitting			16	24			24		16
9.	Preliminary Design (30% and 60% Contract Documents)									
9.1.	Base Construction Drawings		2	2	8	24		40		
9.2.	Catch Basin Hydrology and Preliminary Design	2	2	8	16	32		40		
9.3.	Preliminary Design	2	2	16	32	64	4	96		
9.4.	Connector Pipes and Inlet Design	2	2	4	8	16		64		
9.5.	Utility Relocation Plans			2	4		16	48		
9.6.	Paving, Street and Traffic Plans			8	24	4	4	40		
9.7.	60% Storm Drain Plan Engineering	2	4	24	80	40		120		
9.8.	Hydrology and Hydraulics Report			8	24	40		64		16
9.9.	Preliminary Cost Estimate			4	8			32		
10.	Final Design (90% and 100% Plans)									
10.1.	90% Stormwater Pollution Prevention Plan			4	8	16		40		16
10.2.	90% Cost Estimate Verification			2	4			24		
10.3.	90% Storm Drain and Basin Plan Engineering	2	4	16	64	24		40		
10.4.	90% Specifications			8	16			32		8
10.5.	Structural Design Report			4	8			4		4
10.6.	100% Hydrology and Hydraulics Report			4	16	24		48		8
10.7.	Final Specifications			4	8			16		4
10.8.	100% Cost Estimate Verification			2	4			16		
10.9.	100% Storm Drain and Basin Plan Engineering	2	2	8	36	12		32		
11.	Right-of-Way and Appraisal Document	16	2	8	24			40		4
12.	Right-of-Way Acquisition	8		4	16			24		2
Subtotal:		46	22	256	546	330	72	948	8	164

SECTION 3 | PROPOSED STAFF/TEAM

A. KEY PERSONNEL

TKE's key staff assigned to perform the services required are identified and discussed in detail within the following section.



Terry Renner, P.E., P.L.S., Q.S.D.
Principal-In-Charge

R.C.E. No. 69984
P.L.S. No. 9762

Q.S.D. Certification No. 24329

Mr. Renner is the Senior Vice President of TKE and has 24 years of experience in civil engineering infrastructure projects, including water and sewer improvements, drainage improvements, transportation improvements, facilities improvements and recreation improvements. As a principal in charge and project manager, Mr. Renner has been responsible for design production, supervising a staff of engineers and drafters, hydrology mapping, hydrologic analysis, basin and stream routing, hydraulic analysis, coordinating work between the production team and the client, and for submitting all deliverables in a timely manner. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the plans produced by TKE continue to exceed industry standards.



Steven Ledbetter, P.E.
Project Manager

R.C.E. No. 84044

Mr. Ledbetter has over 21 years of professional experience in the civil engineering industry. He has handled various critical and challenging projects from planning through design and implementation; all while ensuring that projects are executed as per specification in the stipulated time with quality. He has a well-rounded background with experience in: preparation and analysis of street and drainage improvement plans and specifications as well as potable and non-potable water and wastewater; utility master planning including hydrology and hydraulic computer modeling, analysis, and report preparation; water resource planning and management including feasibility studies, urban water management planning, water supply assessments and

verifications, integrated regional water management planning, and groundwater management planning; storm water compliance reporting including water quality management plans and storm water pollution prevention plans and; and grant writing and administration for various State and Federal agency programs.



Michael Thornton, P.E., P.L.S., M.S.
QA/QC Specialist

R.C.E. No. 44226
P.L.S. No. 6867

Mr. Thornton, TKE's President, is in charge of all TKE projects. He has over 40 years of experience in engineering planning, design, land surveying and construction management for public works projects. He has worked on a variety of public works engineering projects including sewer improvements, street improvements, park improvements, bike trail improvements, drainage improvements, and reclaimed water system improvements projects. Mr. Thornton is responsible for managing including funding administration, planning, evaluating, and designing these projects and has provided construction engineering and surveying services for many of these same projects.



Octavio Parada
Hydrology/Hydraulic Specialist

Mr. Parada has over 24 years of progressive experience in civil engineering in the public works sector as well as the private sector. He is result-driven, proactive and detail-oriented with a proven track record of successfully handling and delivering a wide variety of complex and challenging projects. He is dedicated to ensure that projects exceed industry standards and consistently finishing under budget and schedule. Through his career, Octavio has accumulated extensive experience in planning, designing and project completion for more than 10 miles of storm drain and over 20 detention basins as well as roadways, street widening, medians, traffic calming, roundabouts, signing and striping modifications, bicycle lanes, pedestrian facilities for major corridors, arterials, collectors and residential streets, including water improvements, sewer improvements, grading plans and computerized system modeling for drainage master plans.



Shelby Kelley, P.E.
Assistant Project Manager

R.C.E. No. 74670

Mr. Kelley is an Assistant Project Manager of TKE Engineering, Inc. and has 7 years of experience in civil engineering design and construction of infrastructure projects, including sewer and water improvements, drainage improvements, transportation improvements, facilities improvements, and construction methods. Mr. Kelley has been responsible for assistance with design of storm drain infrastructure, water and sewer plan/profile, lift stations, treatment plant facilities, preliminary design exhibits, and cost estimates. He has delivered projects for Mission Springs Water District and the Cities of Adelanto, Chino, Fontana, Hesperia, Highland, Needles, and Rialto.



Chance Renner, E.I.T.
Utility Coordinator

E.I.T. No. 179608

Mr. Renner has over 7 years of experience working for TKE Engineering. He has experience in civil engineering design and construction of infrastructure projects, including storm drain and detention basin improvements, transportation improvements, sewer and water improvements, facilities improvements, and construction methods. Mr. Renner has been responsible for assistance with design of storm drain pipe plan/profile, pipe hydraulics, WSPG, basin grading, hydrology exhibits, and cost estimates. He has delivered projects for the Cities of Calimesa, Adelanto, Fontana, Hesperia, Highland, and Rialto.



Jeffrey Lantosh, C.P.I.I.
Construction Inspector

CPII – Certified Public Infrastructure Inspector, ICC - Special Inspector, Soils, Structural Masonry, Reinforced Concrete, and Prestressed Concrete APNGA Portable Nuclear Gauge | Radiation Safety Officer Class South West Calibration and Training

Mr. Lantosh has over 13 years of inspection experience with the providing public works inspection services. Mr. Lantosh has provided inspection services to several municipalities throughout Southern California. He has completed project inspection services for the cities of

Moreno Valley, Fontana, Riverside, Highland, Calimesa, Riverside Transit Agency, and the County of San Bernardino. Mr. Lantosh's background in public works inspection and oversight provide him with an extensive knowledge of ASTM specifications and OSHA standards. Additionally, Mr. Lantosh has provided coordination with other project professional services including geotechnical and survey. Mr. Lantosh has worked as a public works inspector for inspection of capital improvement and developer installed improvements relating to the construction of water, sewer, streets, drainage, traffic signals, parks and housing tract improvements. Mr. Lantosh has prepared daily inspection reports, developed construction photo logs, assisted with progress and final payment processing, assisted with change order negotiations, verified compliance with contract documents and approved project submittals, verified public safety compliance, and developed remedial work lists.

B. SUBCONSULTANTS

TKE has developed an excellent working partnership with our sub-consultants which will lead to a more efficient completion of the construction documents. TKE has reviewed the proposed project and desired scope of services and will the following subconsultants. TKE has partnered with these firms for 10 years or longer.



Aragón Geotechnical Inc. (AGI) is a highly qualified geotechnical and construction materials testing firm with significant experience in providing services similar to those being requested. AGI is committed to providing geotechnical, materials testing, and construction field inspection services with a superior degree of professional excellence and proficiency. We offer clients individual attention and provide innovative solutions at a competitive cost.

AGI has endeavored to obtain specialty certifications reflective of high degrees of staff training and well-maintained equipment.



UltraSystems is a woman owned, full-service planning and environmental consulting firm that serves public and private sector clients throughout California. Founded in 1994, UltraSystems is headquartered in Irvine, CA, with a satellite office in Grass Valley, and has provided similar environmental support services for many cities, counties, and districts over its extensive project experience.

UltraSystems employs a multidisciplinary team of 42 full-time talented and experienced urban and environmental planners, scientists, archaeologists, biologists, geologists, hydrologists, engineers, GIS specialists and support staff to perform environmental analysis and monitoring, CEQA/NEPA document preparation, permit processing and compliance monitoring, technical studies, and construction environmental compliance to satisfy environmental laws and regulations, from initial project planning through construction



Thompson & Thompson, established 2020.

Entered the appraisal field in 1989, and was with the appraisal firm of Mason and Mason from 1991 thru 2019, Partner 2006 thru 2019. Expertise includes research, consulting, appraisal report preparation, and expert testimony for a variety of property types, including industrial, commercial, retail, office, vacant acreage, and single and multi-family residential properties. Property valuations for eminent domain both full and partial acquisitions, inverse condemnation, property tax appeals, possessory interests, corridor valuation, asset management, and loan underwriting.



Leonard C. Knapp has been providing structural

consulting for projects for over thirty years. Our firm provides top quality structural engineering services to both private and public sector clients in California, Arizona, Texas, Nevada, Oregon and New York. He has experience in tremendous diversity of projects and building types. These projects include Kaiser Hospital expansion in Fontana, Yvonne Harmon School, Virginia Primrose School and Servite High School, to name a few. Len has provided contracted plan checks and consulting engineering service on commercial, industrial and city projects for the cities of Ontario, Beaumont, Loma Linda, Redlands, Colton and San Bernardino. He has lead Knapp & Associates, Inc. in developing the firm's reputation for quality structural engineering by providing innovative, cost-effective and common-sense solutions to a diversity

of design projects. This begins in the conceptual stage with his involvement with the initial concepts and selection of structural framing systems.

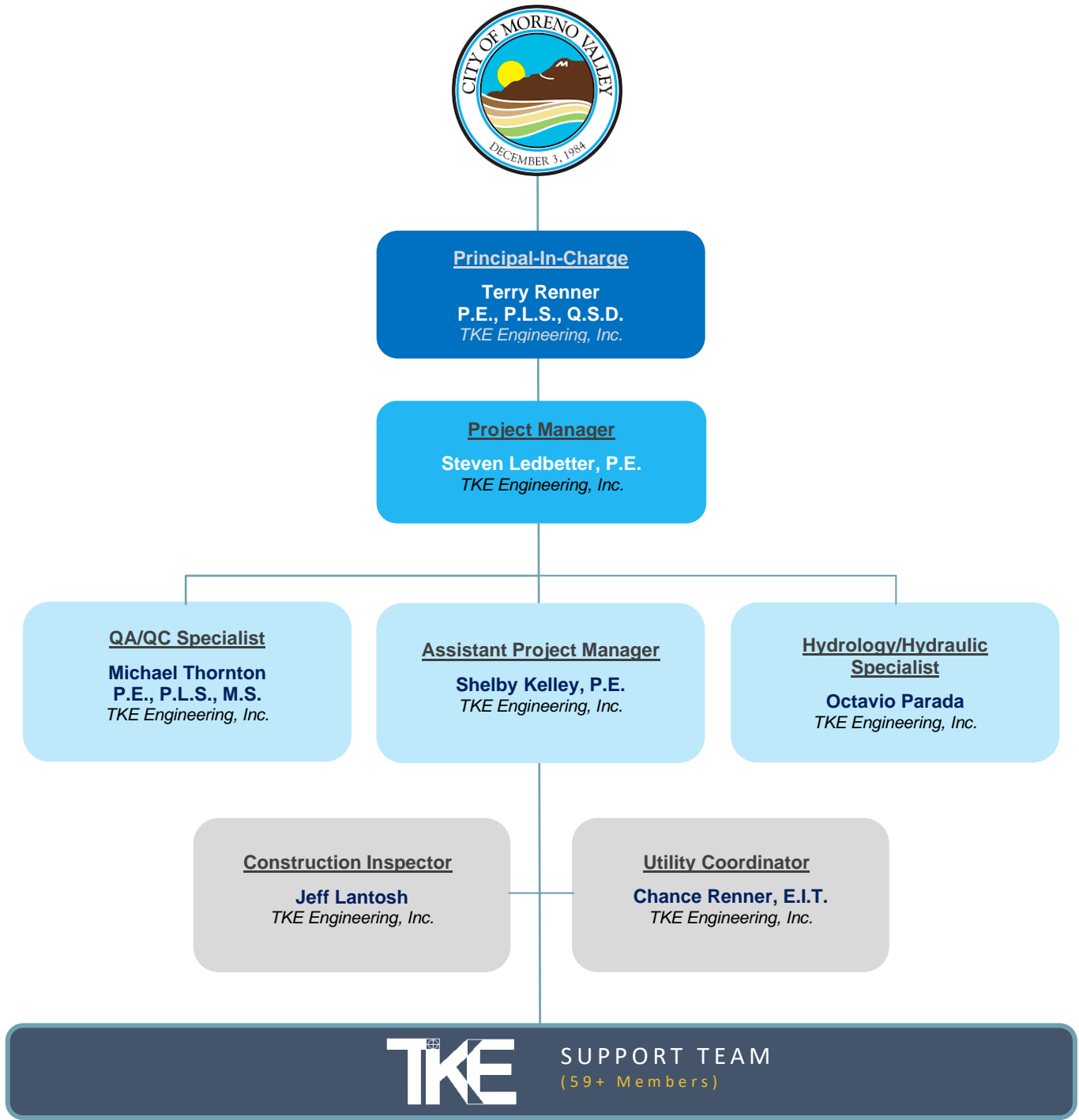


Paragon Partners Consultants, Inc. (Paragon) will provide relocation and right-of-way acquisition services. Paragon is a California-based full service real estate right-of-way consulting firm that is wholly focused on acquiring and negotiating legal land rights for the public, private and quasi-governmental sectors across a diverse range of business landscapes. For 31 years, their professionals have delivered client-focused solutions in support of federal, state and locally funded projects for cities, counties, municipal clients, transit agencies, and organizations whose operations require a full range of land rights services to construct, repair, and improve public infrastructure. Paragon's headquarters are located in Cypress, California, with regional offices in Ontario, Fresno, San Diego and Roseville, California. Their continued expansion allows them to accommodate concurrent projects of varying size and complexity, while delivering quality services on major and mega-projects throughout the diverse regions of California. Paragon currently employs over 70 right-of-way professionals who are educated, credentialed and highly experienced professionals and have a wealth of information to share with and assist the City of Rancho Cucamonga.

C. RESUMES

Please refer to the appendix of this proposal for the resumes of our key personnel.

D. ORGANIZATIONAL CHART



Subconsultants:



UltraSystems
environmental • management • planning



KNAPP & ASSOCIATES
CONSULTING STRUCTURAL ENGINEERS



PARAGON
A CLS COMPANY



THOMPSON & THOMPSON
REAL ESTATE VALUATION AND CONSULTING
787 S. 19TH AVENUE, SUITE A | MONROVIA, CALIFORNIA 91768

**Subconsultants will be retained, if needed.*



E. AVAILABILITY

Below is the current workload of our key personnel.

Name/Role	Current Work		% Commitment
Terry Renner P.E., P.L.S., Q.S.D. Principal-In-Charge	Calimesa Creek and Basin Improvements	City of Calimesa	20%
	Mountainview Detention Basin	City of Palm Desert	25%
	Catus Avenue Pavement Rehabilitation	City of Moreno Valley	15%
	Redlands Boulevard Traffic Signal	City of Moreno Valley	10%
	Proposed Project Availability:		30%

Name/Role	Current Work		% Commitment
Steven Ledbetter, P.E. Project Manager	Calimesa Creek and Basin Improvements	City of Calimesa	20%
	Mountainview Detention Basin	City of Palm Desert	20%
	Calimesa Boulevard Realignment	City of Calimesa	20%
	19 th , 20 th and Little Morongo Road	City of Desert Hot Springs	20%
	Proposed Project Availability:		20%

Name/Role	Current Work		% Commitment
Michael Thornton P.E., P.L.S., M.S. QA/QC Specialist	Calimesa Creek and Basin Improvements	City of Calimesa	5%
	Development Plan Checking	City of Wildomar	25%
	Development Plan Checking	City of Calimesa	30%
	Development Plan Checking	City of Hesperia	15%
	Proposed Project Availability:		25%

Name/Role	Current Work		% Commitment
Octavio Parada Hydrology/Hydraulic Specialist	Calimesa Creek and Basin Improvements	City of Calimesa	20%
	Mountainview Detention Basin	City of Palm Desert	30%
	Calimesa Boulevard Realignment	City of Calimesa	10%
	19 th , 20 th and Little Morongo Road	City of Desert Hot Springs	10%
	Proposed Project Availability:		30%

Name/Role	Current Work		% Commitment
Shelby Kelley, P.E. Assistant Project Manager	Mountainview Detention Basin	City of Palm Desert	15%
	20" Highline Water Transmission Main	City of Redlands	25%
	Arrow Boulevard Sewer Main	City of Fontana	30%
	M2 Sewer and Water Mains	Mission Springs Water District	10%
	Proposed Project Availability:		20%

Name/Role	Current Work		% Commitment
Chance Renner, E.I.T. Utility Coordinator	Calimesa Creek and Basin Improvements	City of Calimesa	10%
	Mountainview Detention Basin	City of Palm Desert	20%
	Clinton Keith Road Widening	City of Wildomar	10%
	Verdemont Reservoir Booster Station and Pipeline	San Bernadino Municipal Water District	30%
	Proposed Project Availability:		30%

SECTION 4 | REQUIRED STATEMENTS

- A. This RFP will be incorporated in its entirety as a part of TKE's Proposal.
- B. This RFP and TKE's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by TKE and the City Manager of Moreno Valley.
- C. TKE's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in TKE's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- D. TKE will include 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 TKE's Proposal is contingent and which will take precedent over this RFP.
- E. TKE's statement of qualifications applicable to this project including the names, qualifications and proposed duties of TKE'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 TKE's staff should become unavailable, TKE may substitute other staff of at least equal competence only after prior written approval by the City.
- F. TKE has included a resource allocation matrix submitted with the Proposal. The resource allocation matrix lists 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 TKE, 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 TKE'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. TKE will include 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. TKE acknowledges and understands that TKE will not be allowed to change the sub-consultant without written permission from the City.
- I. TKE understands 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. TKE 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. TKE 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. TKE will include its hourly rate schedule and said hourly rate schedule is part of TKE'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 will be submitted in a separate file, entitled Cost file, as part of TKE's Proposal submittal. All extra work will require prior approval from the City.
- M. TKE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- N. All federal laws and regulations will be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest will be adhered to.
- O. TKE will allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records will be retained for at least three years.
- P. TKE will comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto



(29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled “Federal Labor Standards Provisions,” Federal Prevailing Wage Decision” and State of California prevailing wage rates, respectively.

- Q.** TKE will comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- R.** TKE 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 will be made and become effective at the time the City tenders final payment to TKE, without further acknowledgment by the parties.

SECTION 5 | REQUIRED FORMS

Please refer to the appendix at the end of this proposal for the required forms:

- A. Attachment C – Non-Collusion Declaration
- B. Attachment E – Form CD-512_Certification Regarding Lobbying

SECTION 6 | COST PROPOSAL

Per the RFP instructions, TKE Engineering, Inc. will submit all pricing within the electronic solicitation program on opengov.com.



APPENDIX |

RESUMES



TERRY RENNER
P.E., P.L.S., Q.S.D.
Principal-In-Charge
TKE Engineering, Inc.

EDUCATION

B.S, Civil Engineering, California State Polytechnic University, Pomona

CERTIFICATIONS

Caltrans SWPPP Certified
QSP/QSD Training

REGISTRATIONS

P.E. (CA): 69984

P.L.S. (CA): 9762

Qualified SWPPP Developer
and Practitioner #24329

AFFILIATIONS

Riverside-San Bernardino
Counties Branch, American
Society of Civil Engineers

American Public Works
Association

American Council of
Engineering Companies of
California

Mr. Renner is the Senior Vice President of TKE and has 24 years of experience in civil engineering infrastructure projects, including water and sewer improvements, drainage improvements, transportation improvements, facilities improvements and recreation improvements. As a construction manager, Mr. Renner has been responsible for construction coordination and scheduling, utility relocation coordination, public relations, submittal review, supervising a staff of inspectors and subconsultants, weekly progress meetings, request for information responses, storm water management, progress payments, change order review and negotiations, labor compliance, and project closeout. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the plans produced by TKE continue to exceed industry standards.

DETAILED PROJECT EXPERIENCE

- Calimesa Creek Storm Drainage and Flood Control Basin Improvements, City of Calimesa** – Mr. Renner served as the Principal-In-Charge for the Calimesa Creek Storm Drainage and Flood Control Basin Improvements Project, located in the City of Calimesa along County Line Road between the Interstate 10 Freeway and 5th Street. The proposed project is planned to provide bank stabilization and storm water management improvements along a 0.6-mile portion of the Calimesa Creek to mitigate erosion and flooding of the earthen channel with undersized street culvert crossings and severely eroded side slopes with near vertical walls. The project includes construction of a flood control retention basin to allow for peak flow attenuation. The project will provide 100-year storm protection as well as other important benefits including groundwater recharge of storm water, environmental restoration and enhancement, recreational trails and increased protection to existing developments. The project will include environmental assessment and processing, preliminary engineering and project scoping, design, right-of-way acquisition, EPA funding coordination and management and additional drainage system improvements.
- Opal Basin, City of Redlands** – Mr. Renner served as the Principal-In-Charge. The proposed Opal Basin is located on the north east corner of Citrus Avenue and Opal Avenue, in an unincorporated area of the County of San Bernardino. Currently the site is used as a citrus grove and has been for many years. Under the proposed design, the site would be graded to hold 830acre feet of storm and recharge waters and includes a walking trail around the basin. The basin would retain much of the same appearance as currently exists from the perimeter preserving at the property boundary. Mr. Thornton was successful in helping the city receive \$5 million in grant funding.
- Vulcan Basin, City of Fontana** – Mr. Renner served as the Principal-In-Charge. The site is a formerly mined pit that has no community benefit. Mr. Thornton was successful in helping the City receive \$10 million in grant funding. The City has essentially completed site acquisition negotiation and is working on the environmental process. The project includes preparation of basin, storm drain, spillway, and structural detail construction documents (drawings, specifications, and estimates), hydrology and hydraulic analyses, environmental compliance, storm water pollution prevention plan preparation, right-of-way acquisition, aerial mapping, and related civil engineering services.

- **Upland Basin, City of Upland** – Mr. Renner served as the Principal-In-Charge for the 1300 acre-foot flood control and aquifer recharge basin project that included DSOD jurisdictional facilities, inlet and outlet facilities, permitting with the US Army Corps of Engineers California Department of Fish and game, and related work. The project included preparation of basin, street improvements, storm drain, spillway, and structural detail construction documents (drawings, specifications, and estimates), hydrology and hydraulic analyses, environment compliance, storm water pollution prevention plan preparation, right-of-way acquisition, aerial mapping, and related civil engineering services.
- **Pit 3-Upland Sports Park Grading, City of Upland** – Mr. Renner served as the Principal-In-Charge for this project. The Upland Sports Park/Pit 3 Project is located in the City of Upland generally bounded by Baseline Road to the South, SR-210 Freeway to the North, Benson Avenue to the East and Monte Vista Avenue to the West. Prior to project design TKE prepared an ALTA Survey for the property. TKE also preformed hydrology studies on the property to define the flood protection required as the pit is still an active flood control basin. The City of Upland reclaimed the 50-acre, flood control basin to construct a sports park complex within the basin. The grading plan design allows for the basin to be utilized as a sports park with no interruptions during small and intermediate storms and still provides 100-year flood control protection.



STEVEN LEDBETTER,
P.E.

Project Manager

TKE Engineering, Inc.

EDUCATION

B.S., Civil Engineering
(Environmental), California State
Polytechnic University, Pomona

REGISTRATIONS

P.E. (CA): 84044

AFFILIATIONS

Riverside-San Bernardino
Counties Branch, American of
Civil Engineers

American Public Works
Association

American Council of Engineering
Companies of California

Association of California Water
Agencies

American Water Works
Association

Mr. Ledbetter has over 21 years of professional experience in the civil engineering industry. He has handled various critical and challenging projects from planning through design and implementation; all while ensuring that projects are executed as per specification in the stipulated time with quality. He has a well-rounded background with experience in: preparation and analysis of street and utility improvement plans and specifications including potable and non-potable water, wastewater, and drainage; utility master planning including computer modeling, analysis, and report preparation; water resource planning and management including feasibility studies, urban water management planning, water supply assessments and verifications, integrated regional water management planning, and groundwater management planning; storm water compliance reporting including water quality management plans and storm water pollution prevention plans and; and grant writing and administration for various State and Federal agency programs.

DETAILED PROJECT EXPERIENCE

- Calimesa Creek Storm Drainage and Flood Control Basin Improvements, City of Calimesa** – Mr. Ledbetter is serving as the Project Engineer for the Calimesa Creek Storm Drainage and Flood Control Basin Improvements Project, located in the City of Calimesa along County Line Road between the Interstate 10 Freeway and 5th Street. The proposed project is planned to provide bank stabilization and storm water management improvements along a 0.6-mile portion of the Calimesa Creek to mitigate erosion and flooding of the earthen channel with undersized street culvert crossings and severely eroded side slopes with near vertical walls. The project includes construction of a flood control retention basin to allow for peak flow attenuation. The project will provide 100-year storm protection as well as other important benefits including groundwater recharge of storm water, environmental restoration and enhancement, recreational trails and increased protection to existing developments. The project will include environmental assessment and processing, preliminary engineering and project scoping, design, right-of-way acquisition, EPA funding coordination and management and additional drainage system improvements.
- Walnut Avenue Basin, City of Hesperia** – Mr. Ledbetter served as the Project Engineer The H-01 Drainage Corridor project is located in the southeasterly portions of the City of Hesperia. The H-01 drainage corridor is the City's largest area in the drainage tributary containing more than 12,000 acres and conveys flows in excess of 5,000 cfs. The project includes construction of a sediment control basin totaling 13 acre-feet of storage, with inlet and outlet facilities, and berms to allow the sediment to settle. During moderate and larger storm events, flooding and sediment accumulation occurs along the entire drainage corridor; in particular, downstream of the project site, two existing 10' RCP storm drains that cross-Main Street were full of sediment, requiring the city to clean out the dual pipes. The proposed Walnut Basin will reduce sediment accumulation, and enhance water quality.
- Escondido Rd Basin, City of Hesperia** – Mr. Ledbetter served as the Project Engineer. The project includes a 470-acre foot basin, together with inlet and outlet facilities. The project will enhance flood protection,

reduce sediment transport, improve local water supplies and quality, reduce the region's dependence on imported water supplies and simulate economic development. TKE provided investigation, acquire grant funding, planning, design, hydrology and hydraulic analysis, permitting from San Bernardino County Flood Control District, multiple agencies permits and funding coordination.

- **Opal Basin, City of Redlands** – Mr. Ledbetter served as Project Engineer. The proposed Opal Basin is located on the north east corner of Citrus Avenue and Opal Avenue, in an unincorporated area of the County of San Bernardino. Currently the site is used as a citrus grove and has been for many years. Under the proposed design, the site would be graded to hold 830acre feet of storm and recharge waters and includes a walking trail around the basin. The basin would retain much of the same appearance as currently exists from the perimeter preserving at the property boundary. Mr. Thornton was successful in helping the city receive \$5 million in grant funding.
- **Vulcan Basin, City of Fontana** – Mr. Ledbetter served as Project Engineer. The site is a formerly mined pit that has no community benefit. Mr. Thornton was successful in helping the City receive \$10 million in grant funding. The City has essentially completed site acquisition negotiation and is working on the environmental process. The project includes preparation of basin, storm drain, spillway, and structural detail construction documents (drawings, specifications, and estimates), hydrology and hydraulic analyses, environmental compliance, storm water pollution prevention plan preparation, right-of-way acquisition, aerial mapping, and related civil engineering services.
-



MICHAEL THORNTON
P.E., P.L.S., M.S.
QA/QC Specialist
TKE Engineering, Inc.

EDUCATION

M.S., Civil Engineering Water Resources, California State University, Long Beach

B.S., Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

P.E. (CA): 44226

L.S. (CA): 6867

AFFILIATIONS

American Society of Civil Engineers

American Water Works Association

California Rural Water Association

American Public Works Association

American Council of Engineering Companies

Mr. Thornton, TKE's President, is in charge of all TKE projects. He has over 40 years of experience in engineering planning, design, land surveying and construction management for public works projects. He has worked on a variety of public works engineering projects including sewer improvements, street improvements, park improvements, bike trail improvements, drainage improvements, and reclaimed water system improvements projects. Mr. Thornton is responsible for managing including funding administration, planning, evaluating, and designing these projects and has provided construction engineering and surveying services for many of these same projects.

DETAILED PROJECT EXPERIENCE

- **Opal Basin, City of Redlands** – Mr. Thornton provided quality assurance and quality reviews for pre-project planning, development, and preliminary design for the proposed Opal Basin. The proposed Opal Basin is located on the north east corner of Citrus Avenue and Opal Avenue, in an unincorporated area of the County of San Bernardino. Currently the site is used as a citrus grove and has been for many years. Under the proposed design, the site would be graded to hold 830acre feet of storm and recharge waters and includes a walking trail around the basin. The basin would retain much of the same appearance as currently exists from the perimeter preserving at the property boundary. Mr. Thornton was successful in helping the city receive \$5 million in grant funding.
- **Vulcan Basin, City of Fontana** – Mr. Thornton provided quality assurance and quality reviews for project planning, development, design, and construction administration for a flood control and aquifer recharge basin project located in the central part of the City. The site is a formerly mined pit that has no community benefit. Mr. Thornton was successful in helping the City receive \$10 million in grant funding. The City has essentially completed site acquisition negotiation and is working on the environmental process. The project includes preparation of basin, storm drain, spillway, and structural detail construction documents (drawings, specifications, and estimates), hydrology and hydraulic analyses, environmental compliance, storm water pollution prevention plan preparation, right-of-way acquisition, aerial mapping, and related civil engineering services.
- **Upland Basin, City of Upland** – Mr. Thornton provided project and construction management services for the 1300 acre-foot flood control and aquifer recharge basin project that included DSOD jurisdictional facilities, inlet and outlet facilities, permitting with the US Army Corps of Engineers California Department of Fish and game, and related work. The project included preparation of basin, street improvements, storm drain, spillway, and structural detail construction documents (drawings, specifications, and estimates), hydrology and hydraulic analyses, environment compliance, storm water pollution prevention plan preparation, right-of-way acquisition, aerial mapping, and related civil engineering services.
- **City of Fontana Master Drainage Plan Revision, City of Fontana** – Mr. Thornton served the City of Fontana in the process of preparing a master plan of drainage revision to reevaluate their existing and proposed drainage structures and develop new alternatives to more adequately utilize existing inadequate drainage structures by constructing strategically placed detention basins to reduce peak flow rates. In addition, the City desires to capture, retain and infiltrate existing storm and recycled water by increasing the size of the detention basins to allow for water retention. TKE is preparing drainage

analysis for the City to determine the required locations for basins and providing modeling of the existing and proposed drainage systems. TKE is also developing various alternatives for basin locations based on available property, existing basins, and blighted areas.

- **City of Upland Master Plan of Drainage Revision, *City of Upland*** – Mr. Thornton served the City of Upland in preparing a revision to their master plan of drainage to combine the three existing drainage plans that separated the City into individual areas, analyze their existing model and assess various alternatives to reroute drainage flows in a manner to reduce the cost of proposed drainage facilities. TKE reviewed the City’s three existing drainage plans and provided hydraulic modeling and alternatives to successfully reroute existing flows and reduce the size of proposed drainage structures, saving the City an estimated \$5 million dollars in proposed drain facility construction.
- **San Bernardino Avenue Street Improvements, *City of Fontana*** – Mr. Thornton provided Construction Administration services for the San Bernardino Avenue street and storm drain improvements project which is located in the City of Fontana north of Interstate 10 Freeway and East of the Interstate 15 Freeway from Commerce Drive to Cherry Avenue. The proposed median and sidewalk improvements minimize turning movements providing for increased vehicular capacity, corridor beautification, and improved traffic and pedestrian safety. Construction Management, Inspection and construction staking is being provided by TKE for approximately 8,800 linear feet of street median, sidewalk and storm drain improvements. TKE provided utility and railroad coordination for the relocation and adjustment of various utility improvements (i.e., power poles, meters, vaults, etc.) and the railroad crossing upgrade. TKE prepared all legal descriptions, right-of-way acquisition plats, temporary construction easement plats and negotiated with property owners for 5 separate parcels.



OCTAVIO PARADA

Hydrology/Hydraulic Specialist

TKE Engineering, Inc.

EDUCATION

Bachelors of Science (B.S),
Autonomous University of Baja
California, Mexico (UABC)

CERTIFICATIONS

Certificate (1996), Traffic
Engineering for highways,
Secretary of Transport and
Communication (SCT-Mexico)

Certificate (2007), CAD Pilot Boot
Camp for Civil 3D, CVIS

Mr. Parada has over 24 years of progressive experience in civil engineering in the public works sector as well as the private sector. He is result-driven, proactive and detail-oriented with a proven track record of successfully handling and delivering a wide variety of complex and challenging projects. He is dedicated to ensure that projects exceed industry standards and consistently finishing under budget and schedule. Through his career, Octavio has accumulated extensive experience in planning, designing and project completion for more than 10 miles of storm drain and over 20 detention basins as well as roadways, street widening, medians, traffic calming, roundabouts, signing and striping modifications, bicycle lanes, pedestrian facilities for major corridors, arterials, collectors and residential streets, including water improvements, sewer improvements, grading plans and computerized system modeling for drainage master plans.

DETAILED PROJECT EXPERIENCE

- Calimesa Creek Storm Drainage and Flood Control Basin Improvements, City of Calimesa** – Mr. Parada is serving as the Hydrology/Hydraulic Specialist for the Calimesa Creek Storm Drainage and Flood Control Basin Improvements Project, located in the City of Calimesa along County Line Road between the Interstate 10 Freeway and 5th Street. The proposed project is planned to provide bank stabilization and storm water management improvements along a 0.6-mile portion of the Calimesa Creek to mitigate erosion and flooding of the earthen channel with undersized street culvert crossings and severely eroded side slopes with near vertical walls. The project includes construction of a flood control retention basin to allow ford peak flow attenuation. The project will provide 100-year storm protection as well as other important benefits including groundwater recharge of storm water, environmental restoration and enhancement, recreational trails and increased protection to existing developments.
- A-04 Drainage Corridor, City of Hesperia** – Mr. Parada served as the Hydrology/Hydraulic Specialist. The A-04 drainage corridor is the City's largest drainage tributary containing more than 4,380 acres and conveys flows in excess 5,000cfs. The project includes construction of three proposed flood control basins totaling over 1,000 feet of storage and more than 17,000 linear feet of various size storm drain pipe and box culverts, together with inlet and outlet facilities. During moderate and larger storm events, flooding and sediment accumulation occurs along the entire drainage corridor downstream of the proposed project; in particular, on Main Street, one of the highest volume streets in the city. The project will enhance quality, reduce the region's dependence on imported water supplies, and simulate economic development.
- Vulcan Basin, City of Fontana** – Mr. Parada served as the Hydrology/Hydraulic Specialist for the Vulcan Basin project. The project includes a 1700-acre foot basin, inlet and outlet facilities, storm conveyance facilities, and recycled water conveyance facilities. The project will effectively improve flood control, eliminating current flooding along the transportation corridor,



enhance water conservation by recharge of an estimated 4,000-acre feet of average rainfall year, storm water, and recycled water reducing the region's dependence on imported water supplies.

- **Opal Basin, City of Redlands** – Mr. Parada served as the Hydrology/Hydraulic Specialist for this project. The proposed Opal Basin is located on the north east corner of Citrus Avenue and Opal Avenue, in an unincorporated area of the County of San Bernardino. Currently the site is used as a citrus grove and has been for many years. Under the proposed design, the site would be graded to hold 830acre feet of storm and recharge waters and includes a walking trail around the basin. The basin would retain much of the same appearance as currently exists from the perimeter preserving at the property boundary. Mr. Thornton was successful in helping the city receive \$5 million in grant funding.



SHELBY KELLEY, P.E.

Assistant Project Manger
TKE Engineering, Inc.

EDUCATION

B.S., Civil Engineering, San Diego State University

CERIFICATIONS

P.E. (CA): 95911

AFFILIATIONS

Association of California Water Agencies

Mr. Kelley is an Assistant Project Manager of TKE Engineering, Inc. and has 7 years of experience in civil engineering design and construction of infrastructure projects, including sewer and water improvements, drainage improvements, transportation improvements, facilities improvements, and construction methods. Mr. Kelley has been responsible for assistance with design of water and sewer plan/profile, lift stations, treatment plant facilities, preliminary design exhibits, and cost estimates. He has delivered projects for Mission Springs Water District and the Cities of Adelanto, Chino, Fontana, Hesperia, Highland, Needles, and Rialto.

DETAILED PROJECT EXPERIENCE

- Regional Water Reclamation Facility, Mission Springs Water District, City of Desert Hot Springs** – Mr. Kelley is currently assisting in performing construction management and office engineering services for the construction of the new Regional Water Reclamation Facility located near 20th Avenue and Little Morongo Road in the City of Desert Hot Springs. The \$43,000,000 project includes the construction of a 1.5 MGD Sequence Batch Reactor (SBR) wastewater treatment plant that will dispose treated secondary effluent in on-site disposal ponds. The project also includes an operations and administration building that will house a solids processing area, chemical storage area, maintenance area, administrative area, electrical room, and blower room. Mr. Kelley provides support in submittal and RFI review, change order review, progress payment review/approval, labor compliance, coordination with utilities, permitting, grant reimbursement and coordination with District representatives.
- Escondido Avenue Detention Basin Project, City of Hesperia** – Mr. Kelley served as the Assistant Construction Manager, TKE provided investigation services and acquired grant funding, planning, design, hydrology and hydraulic analysis, permitting from San Bernardino County Flood Control District, Regional Quality Control Board 401 permit, DSOD for a jurisdictional berm, US Army Corps of Engineers' 404 permit, bidding services, construction administration, State and Federal funding coordination. The Escondido Avenue Detention Basin project is located in the City of Hesperia, approximately 0.5 miles south of the intersection of Main Street and Escondido Avenue. The project includes a 470-acre foot basin, together with inlet and outlet facilities.
- Terrace Reservoir Rehabilitation, City of Desert Hot Springs** – Mr. Kelley provided project engineering services for this project. The terrace reservoirs, three 2.0 MG reservoirs, serve as MSWD's backbone storage facility, supplying much of downtown Desert Hot Springs and boosting to several higher-pressure zones. Due to their age (30 to 60 years old), the reservoirs were in need of significant operational and safety improvement to continue their critical service. In addition, the site was in poor condition due to decades of unmitigated storm water run-on. As such, the project required a seismic evaluation, reservoir conditional assessment, and site visit to develop a suite of recommended improvements and alternative for MSWD consideration. MSWD elected to add seismic

improvements (i.e. raising the existing shell and adding new tub rings, and wind girders), operational improvements (i.e. new manways, inlet/outlet facilities, staircase, perimeter gutter and rail system, mixing system, etc.), and site improvements (i.e. regrading slopes, PCC v-ditches, retaining walls, planting and jute netting of slopes, etc.). TKE prepared a comprehensive contract document package for bidding.

- **Well No. 16, City of Needles** – Mr. Kelley assisted with the design of the new Well No. 16 and Waterline located along Balboa Place and South of McShans Lane in the City of Needles. The project includes well pump, above ground piping, appurtenances, discharge piping and shade structure. Along with the design of the proposed well, Mr. Kelley assisted with the design of 2,750 linear feet of 16" Ductile Iron pipe designated along Well Access Road and Balboa Place. The project includes restrained joints, system appurtenances, and connections to the existing systems and interconnections to City of Needles Water.
- **I-15 Sewer Lift Station and Water Booster Station, City of Hesperia** – Mr. Kelley served as the Assistant Project Manager, this project consists of the design and construction of a sewer lift station and water booster station to provide service to developments along the I-15 freeway corridor. Through a phased approach, TKE first developed a sewer and water feasibility study to serve the area; followed by preparing the design and contract documents, and providing construction management services for sewer conveyance, and water distribution and transmission systems; and is now preparing the design and contract documents for the lift station and booster station. The lift station includes two 25 HP VFD submersible impeller pumps, wet well, piping, valves, manholes, electrical, motor control center and electrical building, and associated site improvements. The separate booster station, located at an existing reservoir site, includes three 250 HP VFD pumps, two 50 HP VFD pumps, one 20 HP pump, hydro-pneumatic system, piping, valves, electrical, prefabricated building, emergency generator (600 kW), and associated site improvements.



CHANCE RENNER
E.I.T.
Utility
Coordinator
 Engineering, Inc.

EDUCATION

B.S, Civil Engineering, California State Polytechnic University, Pomona

CERTIFICATIONS

E.I.T. (CA): 179608

Mr. Renner has over 7 years of experience working for TKE Engineering. He has experience in civil engineering design and construction of infrastructure projects, including sewer and water improvements, drainage improvements, transportation improvements, facilities improvements, and construction methods. Mr. Renner has been responsible for assistance with design of water and sewer plan/profile, lift stations, treatment plant facilities, preliminary design exhibits, and cost estimates. He has delivered projects for Mission Springs Water District and the Cities of Glendora, Adelanto, Chino, Fontana, Hesperia, Highland, Needles, and Rialto

DETAILED PROJECT EXPERIENCE

- ROWCO Booster Station Relocation, Running Springs Water District** – Mr. Renner is assisting with the preparation of plans, specifications, and estimates for relocating the existing ROWCO booster pump station. The existing station had reached its useful service life and required a replacement and relocation to accommodate future reservoir expansion at the project site. The proposed booster station was required to meet a peak 300 gpm and 230 feet of head requirement, using variable frequency drives, to provide water supply to the higher-pressure zone. The design included hydraulic analysis to ensure demand would be met and avoid ancillary impacts (e.g., surging). Additionally, due to the mountain terrain, the new booster building was built into the side of the hill adjacent to the roadway.
- Well No. 16, City of Needles** – Mr. Renner assisted with the design and construction of a new production well, Well No. 16, and transmission main located along Balboa Place and South of McShans Lane in the City of Needles. The project includes design of the well pump and motor, above ground discharge piping, appurtenances, 2,750 linear feet of 16" transmission pipeline, shade structure, electrical system, and SCADA system integration. The project includes restrained joints, system appurtenances, and connections to the existing systems and interconnections to City of Needles Water.
- Zone 3 Improvement Project, City of El Monte** – Mr. Renner served as an Assistant Construction Manager. The City of El Monte is requiring treatments to the set of streets in zone three to increase the pavement quality to the full width of the street. The TKE Team is providing a constructability review of the design plans, specifications and cost estimate (PS&E); overseeing construction coordination meetings with the contractor and stakeholders; community outreach in multi-language, project updates, responding to inquiries and concerns through the duration of the project, tracking and processing requests for information, coordinating materials submittals; conducting material/geotechnical testing, providing construction inspection and reporting; schedule tracking; reviewing and recommending approval of contractor payment requests; reviewing, negotiating, and recommending approval of contract change orders; coordinating with utilities and other agencies; assuring contractor labor compliance; and records management.

- **Duke Watkins Park Improvement, City of Needles** – Mr. Renner serves as Assistant Engineer. TKE provided project management, design, bidding services, permitting, construction administration, and construction staking for the Duke Watkins Park Improvements. The Duke Watkins Park Improvements project is located in the City of Needles on Flip Mendez Parkway east of Leonard Owensby Drive. The project included the construction of a Route 66 themed splash pad and bike pump track, restrooms, playground equipment, rest areas, shade structures, art expression wall, small breed dog park, parking lot, lighting, native drought tolerant landscaping, bioswales, irrigation, ADA improvements throughout the existing park areas, and resurfacing of the existing basketball court and baseball field.
- **Palomar/Clinton Keith Sidewalk, Trail, and Bike Lane Connectivity Project, City of Wildomar** – Mr. Renner served as the Assistant Engineer. The Palomar/Clinton Keith Connectivity Project is a grant funded project located along Palomar Street from Clinton Keith Road to Meadow Ridge Lane and along Clinton Keith Road from Renaissance Plaza to Hidden Springs Road in the City of Wildomar. The project included approximately one mile of sidewalk connectivity, ultimate street widening, storm drain, striping, and private property restoration that required full depth removal and placement of AC pavement; removal and reconstruction of concrete curbs and gutters, ADA ramps, cross-gutters, sidewalks; construction of concrete sidewalks, curbs and gutters, cross-gutters, ADA ramps, and driveway approaches; construction of CMU retaining wall and significant regrading along hillsides; construction of a multipurpose DG Trail; construction of catch basins, rock bioswales, headwalls, and storm drains; installation of a new pedestrian push button system and curb ramp at the intersection of Clinton Keith Road and Renaissance Plaza; relocation of miscellaneous utilities; raising of various utility manholes/valves and installation of traffic signing, striping and loop detectors
- **Moreno Valley Civic Center Park & Amphitheater Project, Moreno Valley** – Mr. Renner served as the Assistant Engineer. The amphitheater is used for regional movie nights, concerts and seasonal special events. The project infrastructure improvements include a 500-600 seat amphitheater and stage with backdrop, restroom facilities, trash enclosure, electrical, plumbing, audio/visual, pavilion, sidewalks, curbs, gutters, stage lighting, pathway and parking lot lighting, ADA compliant pedestrian ramps, drainage improvements, street improvements, landscaping, and irrigation improvements.



JEFFREY LANTOSH

Construction Inspector

- TKE Engineering, Inc.

EDUCATION

South West Calibration and Training, San Bernardino, CA

CERIFICATIONS

CPII – Certified Public Infrastructure Inspector

ICC - Special Inspector, Soils Structural Masonry, Reinforced Concrete, and Prestressed Concrete (Cert No. 8052427)

American Concrete Institute - Certification Staff
OSHA 30 Outreach Training for the Construction Industry 2022: construction#: 20-0107970
General#: 20-0079854

APNGA Portable Nuclear Gauge | Radiation Safety Officer Class

CESSWI Certified Erosion, Sediment and Stormwater Inspector

Mr. Lantosh has over 14 years of inspection experience with the providing public works inspection services. Mr. Lantosh has provided inspection services to several municipalities throughout Southern California. He has completed project inspection services for the cities of Fontana, Riverside, Moreno Valley, Highland, Calimesa, Riverside Transit Agency, and the County of San Bernardino. Mr. Lantosh's background in public works inspection and oversight provide him with an extensive knowledge of ASTM specifications and OSHA standards. Additionally, Mr. Lantosh has provided coordination with other project professional services including geotechnical and survey. Mr. Lantosh has worked as a public works inspector for inspection of capital improvement and developer installed improvements relating to the construction of water, sewer, streets, drainage, traffic signals, parks and housing tract improvements. Mr. Lantosh has prepared daily inspection reports, developed construction photo logs, assisted with progress and final payment processing, assisted with change order negotiations, verified compliance with contract documents and approved project submittals, verified public safety compliance, and developed remedial work lists.

DETAILED PROJECT EXPERIENCE

- **North Indian Canyon Sewer Main, Desert Hot Springs-** Mr. Lantosh served as lead construction inspector, representing Mission Springs Water District. The scope of work included observation of new PVC gravity sewer main and laterals, manhole construction, observation of mandrel and pressure testing, trench backfills and pavement sections, and traffic control. Mr. Lantosh was responsible for measuring and reviewing quantities, addressing any discrepancies with the contractor. He ensured that all work performed was per the contract documents, while trying to avoid costly change orders. Mr. Lantosh performed project close out, and ensured that all punch list items were completed.
- **Regional Water Reclamation Program, Mission Springs Water District-** Mr. Lantosh is providing specialty inspection services for the construction of the District's Regional Water Reclamation Program (RWRP). The RWRP includes construction of a regional wastewater treatment plant, interceptor conveyance system, and local wastewater collection systems. Mr. Lantosh is performing specialty inspections for all reinforcement steel placement, concrete foundations, cutoff walls, water stops, separator walls and perimeter walls for the head works pump station, treatment processing tanks and buildings.
- **Regional Sewer Conveyance Line, Mission Springs Water District, City of Desert Hot Springs –** Mr. Lantosh is providing inspection for the construction of the new Regional Sewer Conveyance Line located along Dillon Road and Little Morongo Road in the City of Desert Hot Springs. The project will convey wastewater to the Regional Water Reclamation Facility and includes the construction of 10,000 linear feet of 12" PVC force main, 950 linear feet of 12" VCP, 5,200 linear feet of 33" VCP, 1,000 linear feet of 36" VCP and all related appurtenances. Mr. Kelley provides support in submittal and RFI review, change order review,



South Coast Air Quality
Management District | Rule
403.1 Coachella Valley Fugitive
Dust Control Training (CV2302-
010555-13615)

AFFILIATIONS

American Concrete Institute -
Certification Board

progress payment review/approval, labor compliance, coordination with utilities, permitting, grant reimbursement and coordination with District representatives.

- **Ellis Ave. Water Main Replacement, Riverside County** – Mr. Lantosh performed observation and testing of soils and reinforced concrete for new CMLC water main on Ellis Ave. and Post Rd. Under the direction of EMWD inspection staff, Mr. Lantosh observed and tested trench backfills, AC paving, and site grading per District standards. Upon completion of site grading, Mr. Lantosh performed reinforced concrete inspections for structures inside the new pump station on Post Rd. All non-conforming work was brought to the immediate attention of the contractor and corrected to contract specifications. As an extension of their team, Mr. Lantosh maintained clear lines of communication with District staff with the goal of building a safe successful project.
- **13th St. and Ave. D Low Water Crossings, City of Yucaipa**- Mr. Lantosh oversaw Inspectors and Technicians that were performing observation and testing of soils/earthwork, structural masonry, and reinforced concrete. This project included the construction of two new low water crossings over Wilson Creek. Prior to construction, 13th St. and Ave D were prone to flooding during significant rain events. The new crossings required the raising elevations of both streets, with storm drain structures built into the new channel walls. The channel invert bottom/subgrade had to be over-excavated and replaced with compacted fill. The contractor constructed a reinforced concrete channel invert, as well as wing walls and channel walls. Due to the nature of the work, the possibility of flooding was present throughout their construction. Good coordination between the City, County of San Bernardino Flood Control, and the Contractor allowed these projects to succeed, with minimal impacts on their schedule.

ATTACHMENT C – NON-COLLUSION DECLARATION

Non-Collusion Declaration

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

State of California
(the State of the place of business)

County of Riverside
(the County of the place of business)

Terry Renner, P.E., Q.S.D., P.L.S., being first duly sworn, deposes and
(name of the person signing this form)

says that he/she is Senior Vice President of
(title of the person signing this form)

TKE Engineering, Inc.
(name of bidding company)

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 2/13/2025 [date], at Riverside [city], California [state]."

By: 
(signature)

Printed Name: Terry Renner, P.E., Q.S.D., P.L.S.
(name of the person signing this form)

Title: Senior Vice President
(title of the person signing this form)

Notary is required for this bid.



ATTACHMENT C – NON-COLLUSION DECLARATION (CONT.)

ACKNOWLEDGMENT

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

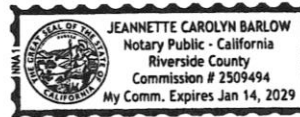
State of California
County of Riverside

On February 13, 2025 before me, J. Barlow, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature J. Barlow (Seal)

Description of Attached Document: Non-Collusion Declaration

Number of Pages: 1

Document Date: 2/13/25



ATTACHMENT E – FORM CD-512_CERTIFICATION REGARDING LOBBYING

FORM CD-512 (REV 12-04)	U.S. DEPARTMENT OF COMMERCE
CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS	
Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."	
<p>LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:</p> <p>(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.</p> <p>(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.</p> <p>(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.</p> <p>This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.</p>	<p>Statement for Loan Guarantees and Loan Insurance The undersigned states, to the best of his or her knowledge and belief, that:</p> <p>In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.</p> <p>Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.</p>
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.	
NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
TKE Engineering Inc.	Professional Consultant Design Services for Sunnymead MDP SD Line H Project
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Terry Renner, P.E., Q.S.D., P.L.S., Senior Vice President	
SIGNATURE	DATE
	02/13/2025





Prepared By:



TKE Engineering, Inc.
2305 Chicago Ave.
Riverside, CA, 92507

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 **\$634, 200.00** .
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <http://www.moval.org/biz-lic>.
3. The Consultant will electronically submit an invoice to the City 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
Professional Consultant Design Services for
Sunnymead MDP SD Line H
City Project No. 804 0022
Fee Schedule Breakdown

Task No.	Task	Principle In Charge		QA/QC Specialist		Project Manager		Assistant Project Manager		Hydrology/Hydraulic Specialist		Utility Coordinator		Assistant Engineer/Designer		Survey Crew		Clerical		Subconsultants <small>2.) 3.) 4.) 5.) 6.) 7.)</small>		Total \$
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	
1.	Project Summary Memorandum	2	\$ 370	\$ -	4	\$ 700	8	\$ 1,240	2	\$ 350	\$ -	\$ -	\$ -	8	\$ 720	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,380
2.	Project Management	2	\$ 370	\$ -	40	\$ 7,000	24	\$ 3,720	\$ -	\$ -	\$ -	\$ -	\$ -	16	\$ 1,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,530
3.	Engineering Studies	2	\$ 370	2	\$ 410	24	\$ 4,200	16	\$ 2,480	32	\$ 5,600	4	\$ 660	16	\$ 2,320	\$ -	\$ -	8	\$ 720	\$ -	\$ -	\$ 16,760
4.	Utility Coordination																					
4.1.	Utility Research		\$ -	\$ -		\$ -	4	\$ 620		\$ -	\$ -	\$ -	16	\$ 2,320	\$ -	\$ -	8	\$ 720	\$ -	\$ -	\$ -	\$ 3,660
4.2.	Utility Locating		\$ -	\$ -	2	\$ 350	2	\$ 310		\$ -	4	\$ 660	4	\$ 580	8	\$ 2,080	4	\$ 360	\$ 25,520	\$ -	\$ -	\$ 29,860
4.3.	Utility Relocation Coordination		\$ -	\$ -	4	\$ 700	16	\$ 2,480		\$ -	40	\$ 6,600		\$ -		\$ -	8	\$ 720	\$ -	\$ -	\$ -	\$ 10,500
5.	Geotechnical Investigation		\$ -	\$ -	2	\$ 350	4	\$ 620		\$ -		\$ -		\$ -		\$ -	2	\$ 180	\$ 19,052	\$ -	\$ -	\$ 20,202
6.	Draft Environmental Document		\$ -	\$ -	8	\$ 1,400	16	\$ 2,480		\$ -		\$ -	16	\$ 2,320		\$ -	8	\$ 720	\$ 71,500	\$ -	\$ -	\$ 78,420
7.	Public Outreach and Learning	4	\$ 740	\$ -	16	\$ 2,800	24	\$ 3,720		\$ -		\$ -	16	\$ 2,320		\$ -	24	\$ 2,160	\$ 3,850	\$ -	\$ -	\$ 15,590
8.	Final Environmental Document and Permitting		\$ -	\$ -	16	\$ 2,800	24	\$ 3,720		\$ -		\$ -	24	\$ 3,480		\$ -	16	\$ 1,440	\$ 30,800	\$ -	\$ -	\$ 42,240
9.	Preliminary Design (30% and 60% Contract Documents)																					
9.1.	Base Construction Drawings		\$ -	2	\$ 410	2	\$ 350	8	\$ 1,240	24	\$ 4,200		\$ -	40	\$ 5,800		\$ -		\$ -		\$ -	\$ 12,000
9.2.	Catch Basin Hydrology and Preliminary Design	2	\$ 370	2	\$ 410	8	\$ 1,400	16	\$ 2,480	32	\$ 5,600		\$ -	40	\$ 5,800		\$ -		\$ -		\$ -	\$ 16,060
9.3.	Preliminary Design	2	\$ 370	2	\$ 410	16	\$ 2,800	32	\$ 4,960	64	\$ 11,200	4	\$ 660	96	\$ 13,920		\$ -		\$ -	\$ 5,115	\$ -	\$ 39,435
9.4.	Connector Pipes and Inlet Design	2	\$ 370	2	\$ 410	4	\$ 700	8	\$ 1,240	16	\$ 2,800		\$ -	64	\$ 9,280		\$ -		\$ -		\$ -	\$ 14,800
9.5.	Utility Relocation Plans		\$ -	\$ -	2	\$ 350	4	\$ 620		\$ -	16	\$ 2,640	48	\$ 6,960		\$ -		\$ -		\$ -		\$ 10,570
9.6.	Paving, Street and Traffic Plans		\$ -	\$ -	8	\$ 1,400	24	\$ 3,720	4	\$ 700	4	\$ 660	40	\$ 5,800		\$ -		\$ -		\$ -		\$ 12,280
9.7.	60% Storm Drain Plan Engineering	2	\$ 370	4	\$ 820	24	\$ 4,200	80	\$ 12,400	40	\$ 7,000		\$ -	120	\$ 17,400		\$ -		\$ -	\$ 5,115	\$ -	\$ 47,305
9.8.	Hydrology and Hydraulics Report		\$ -	\$ -	8	\$ 1,400	24	\$ 3,720	40	\$ 7,000		\$ -	64	\$ 9,280		\$ -	16	\$ 1,440		\$ -		\$ 22,840
9.9.	Preliminary Cost Estimate		\$ -	\$ -	4	\$ 700	8	\$ 1,240		\$ -		\$ -	32	\$ 4,640		\$ -		\$ -		\$ -		\$ 6,580
10.	Final Design (90% and 100% Plans)																					
10.1.	90% Stormwater Pollution Prevention Plan		\$ -	\$ -	4	\$ 700	8	\$ 1,240	16	\$ 2,800		\$ -	40	\$ 5,800		\$ -	16	\$ 1,440		\$ -		\$ 11,980
10.2.	90% Cost Estimate Verification		\$ -	\$ -	2	\$ 350	4	\$ 620		\$ -		\$ -	24	\$ 3,480		\$ -		\$ -		\$ -		\$ 4,450
10.3.	90% Storm Drain Plan Engineering	2	\$ 370	4	\$ 820	16	\$ 2,800	64	\$ 9,920	24	\$ 4,200		\$ -	40	\$ 5,800		\$ -		\$ -	\$ 5,115	\$ -	\$ 29,025
10.4.	90% Specifications		\$ -	\$ -	8	\$ 1,400	16	\$ 2,480		\$ -		\$ -	32	\$ 4,640		\$ -	8	\$ 720		\$ -		\$ 9,240
10.5.	Structural Design Report		\$ -	\$ -	4	\$ 700	8	\$ 1,240		\$ -		\$ -		\$ -		\$ -	4	\$ 360	\$ 4,950	\$ -	\$ -	\$ 7,250
10.6.	100% Hydrology and Hydraulics Report		\$ -	\$ -	4	\$ 700	16	\$ 2,480	24	\$ 4,200		\$ -	48	\$ 6,960		\$ -	8	\$ 720		\$ -		\$ 15,060
10.7.	Final Specifications		\$ -	\$ -	4	\$ 700	8	\$ 1,240		\$ -		\$ -	16	\$ 2,320		\$ -	4	\$ 360		\$ -		\$ 4,620
10.8.	100% Cost Estimate Verification		\$ -	\$ -	2	\$ 350	4	\$ 620		\$ -		\$ -	16	\$ 2,320		\$ -		\$ -		\$ -		\$ 3,290
10.9.	100% Storm Drain Plan Engineering	2	\$ 370	2	\$ 410	8	\$ 1,400	36	\$ 5,580	12	\$ 2,100		\$ -	32	\$ 4,640		\$ -		\$ -	\$ 4,455	\$ -	\$ 18,955
11.	Right-of-Way and Appraisal Document	16	\$ 2,960	2	\$ 410	8	\$ 1,400	24	\$ 3,720		\$ -		\$ -	40	\$ 5,800		\$ -	4	\$ 360	\$ 23,650	\$ -	\$ 38,300
12.	Right-of-Way Acquisition	8	\$ 1,480	\$ -	4	\$ 700	16	\$ 2,480		\$ -		\$ -	24	\$ 3,480		\$ -	2	\$ 180	\$ 38,500	\$ -	\$ -	\$ 46,820
Subtotal:		46	\$ 8,510	22	\$ 4,510	256	\$ 44,800	546	\$ 84,630	330	\$ 57,750	72	\$ 11,880	948	\$ 137,460	8	\$ 2,080	164	\$ 14,760	\$ 237,622	\$ 604,002	
																				Reimbursables (@5%)^{1.)}:		\$ 30,200
																				Total:		\$ 634,202
																				Rounded Total:		\$ 634,200

Rates:

Principle In Charge	\$ 185 /HR
QA/QC Specialist	\$ 205 /HR
Project Manager	\$ 175 /HR
Assistant Project Manager	\$ 155 /HR
Hydrology/Hydraulic Specialist	\$ 175 /HR
Utility Coordinator	\$ 165 /HR
Assistant Engineer/Designer	\$ 145 /HR
Survey Crew	\$ 260 /HR
Clerical	\$ 90 /HR

Notes:

- 1.) Reimbursables Include Cost for Prints, Copies, Mileage, Etc.
- 2.) Aragon Geotechnical Fee for Geotechnical Subconsulting
- 3.) Knapp & Associates Fee for Structural Subconsulting
- 4.) C-Below Fee for Potholing Subconsulting (Assumes 10 Potholes)
- 5.) Tom Dodson and Associates Fee for Environmental Subconsulting
- 6.) Thompson and Thompson for Appraisal Services
- 7.) Paragon Consulting for Acquisition Services

TKE Engineering, Inc.

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.

EXHIBIT F

APPENDIX II

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) 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 (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.