City of Moreno Valley

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the "City", and Hammel, Green and Abrahamson, Inc., with its principal place of business at 1301 Colorado Ave, Santa Monica, CA 90404, hereinafter referred to as the "Vendor," based upon City policies and the following legal citations:

RECITALS

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

TERMS

1. **VENDOR INFORMATION**:

Vendor's Name: Hammel, Green and Abrahamson, Inc.

Address: 1301 Colorado Ave

City: Santa Monica State: CA Zip: 90404

Business Phone: (<u>310)</u> 557-7651	_Fax No. <u>N/A</u>
Other Contact Number: (310) 557-7651	
Business License Number:	
Federal Tax I.D. Number: 41-0778838	

2. VENDOR SERVICES, FEES, AND RELEVANT DATES:

- A The Vendor's scope of service (the "Work" or "Services") is described in Exhibit "A" attached hereto and incorporated herein by this reference. Exhibit "A" contains Vendor's proposal for the Services. The attached proposal is only incorporated into this Agreement by reference to set forth the scope of services. Any provision that purports to: (a) limit liability, (b) allocate responsibility of risk (including indemnity, guarantee, warrantee, or otherwise), (c) obligate the Vendor or any third party in any way, (d) identify or include additional services, (e) provide payment provisions (including amount, timing, or process of payment), (f) provide insurance requirements, or (g) set conditions, exceptions, or other provisions and/or qualifications to services to be performed shall not be deemed a part of this Agreement. Any terms and conditions of the Consultant's proposal are null and void. The incorporation of the proposal does not reflect, represent, or constitute an agreement by the Vendor.
- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

3. **STANDARD TERMS AND CONDITIONS**:

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

- individual whose compensation for Services is paid by the Vendor, an agent or employee of the City, or authorizing the Vendor to create or assume any obligation or liability for or on behalf of the City, or entitling the Vendor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. <u>Subcontracting</u>. Vendor may retain or subcontract for the Services of other necessary Vendors with the prior written approval of the City. Payment for such Services shall be the responsibility of the Vendor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Vendor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. <u>Conformance to Applicable Requirements</u>. All Work prepared by Vendor shall be subject to the approval of City.
- E. <u>Substitution of Key Personnel</u>. Vendor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Vendor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Vendor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner consistent with the Standard of Care, shall be promptly removed from the project by the Vendor at the request of the City. The key personnel for performance of this Agreement are as follows: <u>Fielding Featherston</u>, <u>Neil Rubenstein</u>, <u>Tiera Robinson</u>, <u>Sierra Dennis</u>, Shahram Salmasi.
- F. <u>City's Representative</u>. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Vendor's Representative. Vendor hereby designates <u>Fielding Featherston</u>, or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. Subject to the Standard of Care, the Vendor's Representative shall supervise and direct the Services, using his or her skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. <u>Legal Considerations</u>. The Vendor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Vendor shall be liable for all violations of such laws and regulations in connection with Services. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations

- and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure to comply with such laws, rules or regulations.
- Standard of Care; Performance of Employees. Vendor shall perform all Services under this Agreement in accordance with the standard of care, skill and diligence customarily followed by established architects and engineers in this and similar communities in the State of California, performing professional services for institutions like the City (the "Standard of Care"). Vendor represents and maintains that it is skilled in the profession necessary to perform the Services. Vendor represents that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Vendor or its subcontractors who is determined by the City to be performing the Services inconsistent with the Standard of Care, shall be promptly removed from the project by the Vendor and shall not be re-employed to perform any of the Services or to work on the project.
- J. Vendor Indemnification. Vendor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all damages, losses, and including, without limitation, , expert witness fees, reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Vendor's performance of the Work contemplated by this Agreement. Notwithstanding the foregoing, Vendor shall not be liable for consequential, incidental, indirect, or special damages, except to the extent such damages result from Vendor's gross negligence or willful misconduct. Acceptance of this Agreement signifies that the Vendor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Vendor shall be fully responsible for such coverage for its employees. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees or to the amounts received by Vendor under this Agreement.
- K. <u>Additional Indemnity Obligations</u>. Vendor shall reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or

- other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L <u>CalPERS Retiree Disclosure</u>. Vendor hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Vendor who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by Vendor to provide services to City under the Agreement, prior to such person performing any Services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.
- M. <u>CalPERS Indemnity</u>. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing Services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, Vendor shall indemnify, defend, and hold harmless, to the comparative extent caused by Vendor, City for any costs and expenses incurred by City, including payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- N. <u>CalPERS Participation</u>. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of Vendor as an independent Vendor of City and agents and employees of Vendor, and not as agents or employees of City. Vendor and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.
- O. <u>Civil Code Section 1542 Waiver</u>. Vendor expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

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

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are

known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under CalPERS that are only afforded to employees and not independent contractors. Vendor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

- P. <u>Joint Cooperation</u>. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing Services under this Agreement to City are City's employees, Vendor shall reply within five days and share all communications and documents from CalPERS that it may legally share. In the event that either Vendor or City files an appeal or court challenge, Vendor and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.
- Q. <u>Insurance Requirements</u>. Throughout the term of this Agreement, Vendors shall pay for and maintain in full force and effect all insurance as required.

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

Subject to Section "J" above, the duty to indemnify City shall apply to all damages and losses regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Vendor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Vendor, its principals, officers, agents, employees, persons under the supervision of Vendor, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

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

Where determined applicable by the City, Vendor will comply with the following

insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII-Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

- 1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 covering on an "occurrence" basis, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
- 2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
- 3. Workers' Compensation insurance as required by the State of California, California Labor Code and Employer's Liability Insurance, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Professional Liability (Errors and Omissions) insurance appropriate to Vendor's profession.

Minimum Limits of Insurance:

- a. General Liability Insurance. Without limiting the generality of the forgoing, to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered by any person or persons whomever, resulting directly from any acts, errors, omissions, or negligence of the Vendor, sub-contractor, or any person acting for the Vendor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of this Agreement and any extension thereof in the minimum amounts provided below:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate

b. Automobile Liability

- \$1,000,000 per accident for bodily injury and property damage
- c. Employer's Liability (Worker's Compensation)
 - \$1,000,000 each accident for bodily injury

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

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

- a. City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
- b. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

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

Acceptability of Insurers: All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance

Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or designee.

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

- 1. Additional Insured endorsement for ongoing operations, completed operations and primary & non-contributory endorsement for general liability coverage
- 2. Additional Insured endorsement for auto liability coverage
- 3. Waiver of Subrogation for workers compensation coverage
- R. Intellectual Property. It is agreed any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Vendor in the course of performing its Work (the "Documents") will be prepared for a specific project in a specific location and upon payment of all Services rendered to date, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Vendor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Vendor in performance of this Agreement. The City and the Vendor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties. In the event the Vendor's services are terminated prior to completion of the project, the City agrees not to use the incomplete Documents without Vendor's written consent. Any use of incomplete Documents shall be at the City's sole risk. Further, should the City reuse the Documents, or any part thereof, the seals and certifications of the Vendor and Vendor's consultants shall be invalid, shall not be used and shall be deleted, and the City shall indemnify and hold the Vendor and Vendor's consultants harmless for any cost or damages arising out of said reuse, unless the Vendor is retained to provide professional services in connection with the reuse.
- S. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties. There are no understandings, Agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies solely to the services described in Exhibit A (Scope of Services). This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

T. <u>Termination</u>. The following clauses apply:

- 1. The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Vendor. The written notice shall specify the date of termination. Upon receipt of such notice, the Vendor may continue work through the date of termination, provided that no Work or Service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Vendor within thirty (30) days after receiving any invoice after the date of termination for all Services performed by the Vendor in accordance herewith through the date of termination.
- 2. Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Vendor shall perform no further Work or Service(s) under the Agreement unless the notice of termination authorizes such further work.
- 3. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished Documents prepared by Vendor in connection with the performance of services under this Agreement. Vendor shall be required to provide such Documents within fifteen (15) days of the request.
- 4. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.
- U. <u>Payment</u>. Payments to the Vendor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Vendor. Vendor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Vendor shall maintain adequate records to permit inspection and audit of the Vendor's time and materials charges under the Agreement. Such records shall be retained by the Vendor for three (3) years following completion of the services under the Agreement.
- V. <u>Restrictions on City Employees</u>. The Vendor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- W. <u>Choice of Law and Venue</u>. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

X. <u>Delivery of Notices</u>. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:

	Hammel, Green and Abrahamson, In		
	1301 Colorado Ave,		
	Santa Monica, CA 90404		
	Attn:		
City:			
	City of Moreno Valley		
	14177 Frederick Street		
	P.O. Box 88005		
	Moreno Valley, CA 92552		
	Attn:		

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

- Y. <u>Time of Essence</u>. Time is a material consideration in this Agreement and, subject to delays beyond the reasonable control of a party, is of the essence for each and every provision of this Agreement.
- Z <u>City's Right to Employ Other Vendors</u>. City reserves the right to employ other Vendors in connection with this project.
- AA. <u>Amendment; Modification</u>. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- BB. <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver shall be valid unless in writing and signed by the party making such waiver.
- CC. <u>Supplementary General Conditions</u> (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by Vendor for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

- 1. Vendor shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event Vendor violates or breaches terms of the Agreement.
- 2. City may terminate the Agreement for cause or for convenience, and Vendor may terminate the Agreement, as provided the General Conditions.
- 3. Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by City and/or subcontracts in excess of \$10,000 entered into by Vendor.)
- 4. Vendor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- 5. Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 6. Vendor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 7. Vendor shall observe City requirements and regulations pertaining to reporting included in the General Conditions.
- 8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the City.
- 9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the City. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
- 10. Vendor shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Vendor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

- 11. Vendor shall retain all required records for three years after City makes final payments and all other pending matters relating to the Agreement are closed.
- 12. Vendor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- 13. Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).
- DD. <u>Authority To Execute</u>. The representative executing this Agreement on behalf of each party hereby represents and warrants that he or she has full power and authority to execute this Agreement on behalf of such party and that all approvals and other actions necessary in connection with the effective execution by him or her have been obtained and are in full force and effect as of his or her execution hereof.

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement. City of Moreno Valley Hammel, Green and Abrahamson, Inc. BY: City Manager TITLE: Date BY: _____ **INTERNAL USE ONLY** TITLE: APPROVED AS TO LEGAL FORM: (Corporate Secretary) City Attorney Date **RECOMMENDED FOR APPROVAL:** Public Works Director/City Engineer Date

EXHIBIT A

VENDOR SCOPE OF SERVICES

REQUEST FOR PROPOSAL 2025-002

MORENO VALLEY UTILITY BUILDING REMODEL DESIGN SERVICES

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



RELEASE DATE: January 23, 2025

DEADLINE FOR QUESTIONS: February 13, 2025

RESPONSE DEADLINE: February 20, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Moreno Valley REQUEST FOR PROPOSAL

Moreno Valley Utility Building Remodel Design Services

Attachments:

- A Location Map _805 0078 Attachment A
- B Non-Collusion Declaration
- C Agreement for Services Template
- D Insurance Requirements
- **E SUBCONTRACTOR LISTING**
- F MVU Building Drawings
- G ROOF, HVAC, AND INTERIOR WALL PHOTOS
- H SIGN IN SHEET PRE-PROPOSAL MEETING
- I Electric and Communications As-builts

1. NOTICE TO BIDDERS

1.1. Summary

The Moreno Valley Utility is issuing a Request for Proposal (RFP) to hire a LEED-certified architectural firm to develop architectural, mechanical, electrical, and plumbing plan sets and professional consulting services for the Moreno Valley Utility Building Remodel (14225 Corporate Way, Moreno Valley, CA 92553). The architectural plans shall be stamped by a licensed architect, licensed in the State of California. The mechanical, electrical, and plumbing plan sets shall each be stamped by a licensed professional engineer, license in the State of California.

This project aims to remodel and enhance the existing utility building with sustainable design features and technologies to achieve a minimum of LEED Gold certification if possible. The building will undergo significant remodeling, including architectural design, power, and lighting system upgrades, along with the integration of new, energy-efficient technologies. Key features of the remodel include but aren't limited to the installation of electric vehicle (EV) charging stations, solar carports, backup power supply for the building, low-water consumption landscaping, acoustic paneling, and energy-efficient window film. The selected firm will be responsible for developing comprehensive design plans, managing the LEED Gold certification process, and providing technical oversight as the Owner's Engineer throughout the project's duration. The firm will not be responsible for construction services but will ensure that all design elements align with the city's sustainability goals and contribute to achieving the LEED Gold certification.

The plan sets shall also include the design of various additional features, including but not limited to: decorative block wall, paved parking, bulletproof store front for taking payments and public interaction, and motorized gates for employee access.

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

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 23, 2025
Pre-Proposal Meeting (Mandatory)	February 5, 2025, 10:00am 14225 Corporate Way, Moreno Valley, CA 92553
Questions & Answer Deadline	February 13, 2025, 2:00pm
Proposal Due Date	February 20, 2025, 2:00pm

2. GENERAL INFORMATION

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

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

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

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.

<u>Right to Reject Proposals</u>: 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.

<u>Execution of Agreement</u>: 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).

<u>Incorporation of RFP/Proposal</u>: 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.

<u>Authorized Signatories</u>: 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.

<u>Validity of Proposals</u>: Proposed services and related pricing contained in the proposal must be valid for a period of 120 Days after the due date.

3. PROPOSAL CONTENT

The Consultant's Proposal shall be no more than 30 pages, excluding executive summary, resumes, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration.

3.1. <u>Executive Summary</u>

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

3.2. Technical Proposal

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

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

3.3. Proposed Staff/Team

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

3.4. Required Statements

The Consultant's Proposal shall include the following:

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

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

3.5. Required Forms

- A. Attachment B Non-Collusion Affidavit
- B. Attachment E- Subcontractor Listing

3.6. Cost Proposal

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

A. Cost Proposal that includes all costs associated with the project.

- B. A rate schedule aligned with titles in the resource allocation matrix in Technical Proposal.
- C. The general Scope of Services outlined herein is only provided as a guide in this Request for Proposal.
- D. Itemized tasks and corresponding costs must be identical to the detailed Scope of Services included as part of the Proposer's Technical Proposal.

4. PROSPECTIVE BIDDER QUALIFICATIONS

4.1. Prospective Bidder Qualifications

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

4.2. Minimum Qualifications:

The proposed staff who will be providing Professional Consultant Services to complete Project:

- A. Theories, principles and practices of civil, electrical, and plumbing 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.
- F. Minimum of 5 years of experience.

The proposed staff shall also possess the ability to:

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

K. Establish and maintain effective working relationships with City management, staff, contractors, consultants, representatives of other governmental and utility agencies, business and community groups, citizens, the public and others encountered in the course of work.

4.3. Education, Training and Licenses:

Registered Professional Architectural License with the state of California, LEED Accredited, licensed Professional Engineer in the state of California and other applicable professional licenses as required to complete the Work.

5. SUBMISSION OF PROPOSALS

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

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

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

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

6. EVALUATION AND RANKING OF PROPOSALS

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

The City reserves the right to conduct interviews during final selection if deemed necessary.

Review Board shall rank the prospective bidder's based upon the following criteria:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Qualifications Information about the company (and all subconsultants) 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 .	Points Based	30 (30% of Total)
2.	Experience of Key Personnel 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.	Points Based	20 (20% of Total)
3.	Price Proposal Points will be assigned based on a "Ratio Method." With this method, the proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available as described in RFP.	Points Based	50 (50% of Total)

7. AWARD AND PAYMENT TO CONSULTANT

AWARD

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

PAYMENT TO CONSULTANT

- A. This work is to be performed for a "Not-to-Exceed" Fee amount as included in the Agreement.
- B. The Consultant shall provide a "Project Fee Schedule" or Cost Proposal indicating the fees for individual tasks with a "Not-to-Exceed" Fee which shall be the sum of all tasks, and shall be submitted separately from the Technical proposal. The Cost Proposal must document the agreed-upon progress payment and include the percent of work complete schedule.
- C. Tasks shall include, but not be limited to, all professional consultant services necessary to complete the Work covered in this RFP.
- D. Monthly progress payments may be submitted based on the percent of work complete for ongoing tasks as identified in the "Project Fee Schedule" or Cost Proposal. Invoices will specifically identify job titles, person-hours, and costs incurred by each task. Narratives shall be included with each progress payment summarizing and justifying the work and the percentage of work completed for each task for that month.
- E. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed" Fee.
- F. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall be justified by supporting documentation presented at the time payment is requested.
- G. Prior to performing work beyond the scope of service in this "Agreement for Professional Consultant Services," the Consultant shall request for approval of such work from the City and shall not start without an approval. An "Amendment to the Agreement" will be executed between the City and Consultant.
- H. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversight.
- I. The Consultant shall include a reasonable assumption for salary cost escalation beyond the current year.

8. SPECIAL TERMS AND CONDITIONS

8.1. <u>Termination</u>

- A. If, in the opinion of the City of Moreno Valley, the awarded consultant fails to perform or provide prompt, efficient service, the City must have the right to terminate or cancel the Agreement upon 5-day's written notice and pay Provider for the value of the actual work satisfactorily performed to the date of termination.
- B. The City of Moreno Valley must have the right to terminate or cancel the Agreement upon 30-day's written notice without cause and pay Provider for the value of actual work satisfactorily performed to the date of termination.
- C. These rights are in addition to any other rights that City may have available.
- D. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

8.2. Public Employees Retirement Law (CalPERS)

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

CONSULTANT or City files an appeal or court challenge, CONSULTANT and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

8.3. Managing Federal and State Funded Projects

As part of the Consulting and Design Services, the Consultant may be assigned to manage certain federal and state funded projects under FHWA, HUD, FEMA, and/or State Bills (SB). The work and/or services to be provided by the Consultant shall comply with all pertinent local, State, and Federal laws and regulations. The Consultant, therefore, shall be legally able to perform services for Federal or State funded projects.

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

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

8.4. Indemnification

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

8.5. Other Terms and Conditions

- A. The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits.
- B. The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing the said Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work and shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.
- C. The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, are required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.
- D. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement, are the Consultant's responsibility. The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.
- E. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).
- F. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.
- G. The Agreement is subject to pre-award, which is estimated to take a minimum of thirty (30) calendar days from the time of the pre-award audit submittal. After the pre-award audit recommendations are received, the Consultant's Proposal shall be adjusted by the Contract Manager to conform to the audit recommendations. The Consultant agrees that any audit recommendations regarding the contract amount, the Consultant's Proposal, or individual items of cost may be incorporated into the contract at the State's sole discretion. Refusal by the Consultant to incorporate the audit recommendations will be considered a breach of contract terms and cause for termination of the contract or rejection for consideration of contract.
- H. The Consultant shall provide its complete name and address, including whether the Consultant is an individual, a partnership, or a corporation. The Consultant shall list the location of the office where the Consultant's work will be available for inspection by local agency and State representatives.
- I. The Consultant shall commence services upon written direction to proceed from the City. No charges are to be incurred prior to the Notice to Proceed.

- J. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code Regulations, Chapter 21, Section 2500et seq., when applicable or other matters connected with the performance of the contract pursuant to Government Code 8546.7; the Consultant and subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The State, the State Auditor, City, Federal Highway Administration, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the contract for audit, examination, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain provisions of this Agreement.
- K. Cost Principles <u>Title 48 Code of Federal Regulations</u> (CFR) Chapter 1, Part 31 and Uniform Administrative Requirements, Title 49 CFR, Part 18 are incorporated herein by reference. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Consultant to the City.
- L. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that the Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- M. Subcontractors, Assignment and Transfer Consultant services are considered to be a personal relationship between the City and the Consultant; therefore, subcontracting, assignment, or transfer of any of the work except as otherwise provided for in the executed agreement is expressly prohibited. All subcontracts exceeding \$25,000 in cost shall contain all required provisions of this Agreement.
- N. The responsible Consultant shall sign all plans, specifications, estimates, and engineering data furnished by Consultant and where appropriate, indicate professional engineer registration number.
- O. The Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract. The Consultant shall also list current clients who may have financial interest in the outcome of this Agreement.
- P. The Consultant hereby certifies that the Consultant does not now have and will not acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- Q. The Consultant hereby certifies that neither the Consultant, its employees, nor any firms affiliated with the Consultant providing services on this project, prepared the Plans, Specifications, and

Estimates for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

9. LABOR LAWS, PREVAILING WAGE

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

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

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

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

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

10. PROJECT DESCRIPTION AND SCOPE OF SERVICES

10.1. Project Description

The Moreno Valley Utility Building Remodel is a transformative project aimed at modernizing an existing utility building by incorporating sustainable and energy-efficient systems. The primary objective of the remodel is to achieve LEED Gold certification through the integration of a range of innovative design features. These features will enhance the building's functionality, reduce its environmental footprint, and support Moreno Valley Utility's commitment to sustainability and energy efficiency.

The remodel includes a complete architectural redesign to modernize the structure and optimize the layout for new technologies and systems. Key upgrades will focus on improving the building's power systems, lighting, and systems to meet high standards of energy efficiency and environmental responsibility.

Key Components of the Project Include (but aren't limited to):

- **EV Charging Stations**: Install charging stations to support electric vehicles for employees and visitors.
- **Solar Carports**: Integrate solar energy solutions in the form of solar carports that will generate renewable energy, helping to reduce the building's reliance on non-renewable power sources.
- **Energy-Efficient Window Film**: Install high-performance window film to reduce solar heat gain, enhance insulation, and contribute to energy savings.
- **Low-Water Consumption Landscaping**: Design a landscape plan using drought-tolerant and native plants to minimize water usage and reduce irrigation needs.
- **Acoustic Paneling**: Integrate acoustic treatments into the building to minimize sound disruptions in workspaces.
- **Power and Lighting Upgrades**: Redesign the electrical and lighting systems to incorporate energy-efficient LED lighting, daylight harvesting, and occupancy sensors.

The remodel aims to improve building performance in several areas, including energy use, water consumption, material selection, and indoor air quality. All design decisions will be guided by the principles of sustainability and green building practices to help the building achieve LEED Gold certification.

10.2. Scope of Professional Consultant Services

The selected LEED-certified architectural firm will provide the following services as part of this project:

1. Architectural Design and Planning

- Conceptual design, schematic design, and final architectural plan sets.
- Collaboration with other consultants to ensure the integration of sustainable systems, including solar carports, EV charging stations, and acoustic paneling.

2. Power and Lighting Design

- **Lighting system design**: Energy-efficient lighting solutions, including LED lighting, occupancy sensors, and daylight harvesting.
- **Electrical system design**: Integration of solar energy, EV chargers, and other sustainable electrical systems to meet LEED Gold goals.

3. LEED Certification Management

- Lead the LEED Gold certification process, ensuring that all necessary documentation is compiled and submitted.
- Coordinate with GBCI throughout the process to ensure the project meets LEED Gold standards and guidelines.

4. Sustainable Design Consulting

 Provide advice and design solutions for solar carports, EV charging stations, energy-efficient window film, low-water landscaping, and acoustic paneling to support the LEED Gold objectives.

5. Owner's Engineer Services

- Act as the Owner's Engineer, ensuring that the design meets sustainability targets and assisting with technical oversight.
- Work closely with contractors and vendors to ensure the project is executed according to the LEED Gold specifications.

6. Collaboration and Coordination

- Regular collaboration with contractors, engineers, and project managers to ensure all design elements are implemented correctly and in compliance with LEED Gold requirements.
- Participation in project meetings and design reviews, including ongoing coordination with Moreno Valley Utility and other stakeholders.

7. Final Deliverables

- Provide final construction drawings and documentation.
- Ensure all necessary LEED certification documents are prepared and submitted, ensuring that the project achieves LEED Gold certification.
- Final construction drawings follow all applicable building codes and title 24.

Exclusions

- **Construction Services**: The selected firm will not be responsible for construction or installation services but will provide design and consulting services only.
- **Permitting and Approvals**: While the firm will assist with permit application preparations, the Moreno Valley Utility will be responsible for obtaining all necessary permits and approvals.
- **Post-Construction Monitoring**: The firm will not be responsible for post-construction monitoring unless specifically agreed upon in the contract.

10.3. Project Schedule

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.

The City intends to have the Project completed expeditiously to meet funding requirements while making the project more advantageously eligible for grant funding. Consultant is strongly encouraged to carefully evaluate the project and scope of work for opportunities to accelerate the work and shorten the delivery schedule. This would require the Consultant to perform extensive coordination and work closely with the City, utilities, regulatory agencies, and other stakeholders to keep project moving.

11. Vendor Questionnaire

11.1. Non-Collusion Affidavit*

Please download the below documents, complete, and upload.

• [B] Non-Collusion Declarati...

11.2. Subcontractor Listing*

Please download the below documents, complete, and upload.

• [E] SUBCONTRACTOR LISTING.doc

11.3. <u>Technical Proposal*</u>

Please upload technical proposal

11.4. Cost Propsal*

Please upload the cost proposal

^{*}Response required

^{*}Response required

^{*}Response required

^{*}Response required

Technical Proposal MORENO VALLEY UTILITY BUILDING REMODEL DESIGNSERVICES RFP 2025-002 | REVISED3.14.2025 STATE OF CALIFORNIA 1

EXECUTIVE SUMMARY



March 14, 2025

Jason Niccoli Moreno Valley Electric Utility Division Manager Full Legal Name: HGA Architects and Engineers, Inc.

Organizational Structure: Employee-Owned Corporation with

363 Shareholders

CEO: Mia Blanchett, FAIA, LEED AP

Authorized Representative: FieldingFeatherston, Principal | 310.557.7651 | ffeatherston@hga.com 1301 Colorado

Ave. Santa Monica, CA 90404

Re: RFP 2025-002 | Moreno Valley Utility Building Remodel Design Services

Dear Jason,

HGA is excited to submit our proposal for the Moreno Valley Utility Building Remodel, bringing our expertise in sustainable, high-performance design to support the City of Moreno Valley's goals.

Our Firm: Founded in 1953, HGA is a national, interdisciplinary design firm committed to creating enduring, impactful environments. With over 1,200 professionals across 12 offices nationwide, we bring expertise in architecture, engineering, interior design, research, and sustainability—seamlessly integrated to address complex design challenges. Our collaborative approach is driven by deep industry knowledge, cutting-edge technology, and a passion for innovation. HGA has included a strong team of key personnel, ensuring your project balance functionality, aesthetics, and long-term value. With decades of experience, we remain dedicated to delivering forward-thinking solutions that enhance communities and elevate our clients' success.

History Serving Public Clients. With over 250+ public works projects, we are proud of our track record of enduring relationships with public clients, including the State of California, multiple California Cities and Counties, and agencies of the Federal Government. Our team has decades of experience designing and revitalizing government buildings, including office buildings, mental health facilities, transit and transportation hubs, libraries, and historically significant buildings. Our experience will allow us to anticipate issues and deliver projects on time and within budget.

Local Focus & Resources. HGA has a legacy of providing architectural consulting services to the broader Southern California area for the last two decades with an interest in building relationships and serving communities. Our integrated team of professionals specialize in serving clients in all forms of agreements, including on-call retainers. Our hyper-local approach to serving communities in the Southern California region, including Riverside County, is based on providing good service to our clients and the relationships that we value.

Sustainability. Sustainability is integral to our holistic design, process, guiding us as we shape our future. We aim for every project to be a commitment to a healthier planet, incorporating a climate adaptation or decarbonization goal as well as goals for human and ecological health. The field is dynamic, with new technologies, methods and materials leading to elegant, creative solutions for complex environmental challenges. Every HGA project includes a sustainability lead on the design team, and we actively foster a culture that encourages people to ask questions, explore new workflows, and bring forward ideas that make a real impact—on client projects and in our own operations.

We look forward to the opportunity to build a collaborative, trusting partnership with the City of Moreno Valley and to help actualize your vision and strategic goals for the future. Thank you for your consideration.

Fielding Featherston, AIA

Principal in Charge | ffeatherston@hga.com | 310.557.7651

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TECHNICAL PROPOSAL

APPROACH & UNDERSTANDING

At HGA, we will work with you to identify your needs. We apply a phased approach that implements a variety of tools, techniques and activities to gain a deeper understanding of your processes and facility needs.

METHODOLOGIES THROUGHOUT THE PROJECT DELIVERY PROCESS:











1. PROGRAMMING & **CONCEPT DESIGN**

2. SCHEMATIC **DESIGN**

3. DESIGN DEVELOP/ CONSTRUCT. DOCS

4. AGENCY PERMIT **REVIEW**

5. CONSTRUCTION **ADMINISTRATION**

1 1 1 1 1	Deep dive into understanding the client; what's working and what's not working	Transform information into Design Concept	Distill design options into a design solution	Permitting and pricing	Construction
	Kick off meeting Leader/Stakeholder Interviews Observation Benchmarking Understand best practices from the existing building Programming	Visioning workshops Develop concepts Space plans	Create design drawings Renderings Finishes selections	Project pricing Permitting	Weekly meetings RFI, site visits Additional Service: Post occupancy evaluations (6 months after move-in)
)					
	Summarized findings of research activities Program	Design concept Design drivers Key messages Schematic Design	Finalized Design Development package Finalized Construction Documents	Be ready to start construction Permit approvals Client reviews/ approvals	Recommendations for Improvement Additional Service: Summarized findings of Post Occupancy Evaluation

	Design Development	
	Construction Documents	

THE RIGHT TEAM

Our insight and expertise will lead you through an efficient and cost-effective design process. On average, we've saved our clients approximately 15% in engineering cost with our full service approach. Our multidisciplinary teams, including in-house engineering department, develop critical insight into the unique needs, culture, and design goals of our clients. This insight is the springboard for innovative solutions during all phases of the process.

We have the resources of a large firm and the staff to meet demanding schedules, yet projects are delivered through small, dedicated design teams. Our team is accustomed to working with tight time frames and streamlined efforts, having done so recently on multiple efforts for various projects. In several such instances, we have been tasked with completing multiple task orders in a fraction of the time such an effort would normally take, in order to meet the strict deadlines.

A COLLABORATIVE PROCESS FOR DESIGN

A collaborative process is the means by which we design. We collaborate internally and externally. We are dedicated to a project that reflects the vision and meets the goals of the City of Moreno Valley.

It is our goal to provide a team with a demonstrated history of delivering projects for their clients that satisfy the project goals while remaining financially responsible. We will always exhibit professionalism over the course of the contract and address the operational needs of your facilities.

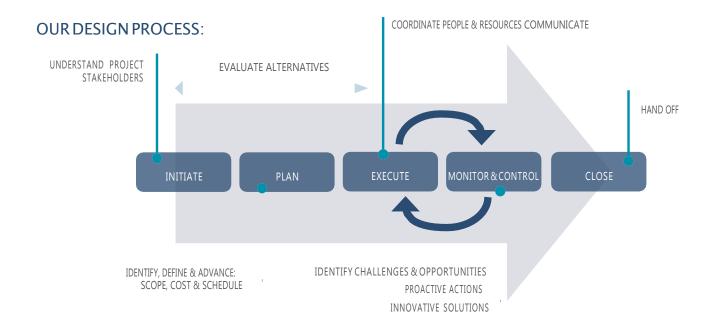
IMPORTANCE OF STAKEHOLDER INPUT

We have proven experience facilitating participatory processes with multiple stakeholders and large consulting teams. Our goal is to provide a sense of place and community while fostering the relationships and interactions necessary for personal growth. To achieve these goals, we will involve you, the City

of Moreno Valley, in the planning process. We find discussions during workshops are our most powerful planning tool, enabling multifaceted clients to reach consensus and remain engaged in the process.

QUALITY AND TIMELY PERFORMANCE

As an integrated architecture, planning and engineering firm, HGA's culture is rooted in interdisciplinary collaboration and knowledge sharing. Because our ultimate success is the satisfaction of our clients, we continually strive for quality, consistency and timeliness through the implementation of a formal QA/QC process and consistent coordination and communication among our design team members.



CONSENSUS BUILDING

Our firm's process for designing a project is multifaceted, involving multiple phases, participants and considerations, and enables innovation while keeping sight of functional and practical constraints. We have found that involving the active and direct participation of the design team, along with the community, user groups and agency representatives, results in shared ownership of the outcome, leading to a vital and successful end result.

Based upon our successful, proven consensus building process, HGA will work closely with our Client to tailor a process that identifies the type and appropriate level of stakeholder engagement that is most beneficial and constructive to your project. We will work together to determine the best methods of participation by evaluating the following:

- Key stakeholders
- Level of participation desired
- Strategy for participation and input
- Available resources

VISIONING

Visioning is the first step of the design process. During this step, we will interact closely with the City of Moreno Valley to review and verify the project requirements.

The Visioning phase will review the building program, and address the following issues:

- \mathbb{H} Review project background
- \mathfrak{H} Plan process concepts
- Revisit major goals and aspirations of the project \mathbb{H}
- Verify building space program and adjacencies
- Develop the preliminary project cost model with the City of Moreno Valley budget goals
- Identify short-term issues and long-term directions
- Define project managementorganization/ participant responsibilities
- Establish project schedule and milestone objectives

SCHEMATIC DESIGN

During the Schematic Design phase, the design team members will meet and coordinate with the City of Moreno Valley staff and user groups. This phase will review design options and alternatives for issues relating to organization of facility and the departments, and site and community context. Elements of this phase may include, but not be limited to:

- Conduct client/user group meetings to review the planning concepts based on approved project program
- Initiate target value design process by reviewing systems with cost consultant, construction managers, and key project stakeholders
- Develop schematic plans and exterioralternatives based on site specific data and program issues
- Deliver 50% Schematic Design documents to the City of Moreno Valley for review and comment
- Develop preliminary space and equipment layouts, engineering planning and coordination, code review
- $_{\mathbb{H}}$ Develop exterior design, landscaping, facility infrastructure concepts
- Meet with regulatory agencies having jurisdiction for project review and approval
- Finalize mechanical/electrical space requirements, prepare preliminary engineering systems basis of design and calculations
- Prepare outline specifications
- Present 100% Schematic Design documents to the City of Moreno Valley for review, comment, and design phase approach
- Establish process for quality assurance / quality control, constructability, and value analysis / value engineering reviews

DESIGN DEVELOPMENT

The design established during the Schematic Design Phase will progress into Design development with the leadership of the Project Designer. HGA will conduct periodic meetings with the City of Moreno Valley'

key project stakeholders and user groups to review the design criteria. HGA will facilitate scheduled coordination meetings, chaired by the Project Architect with all of the team consultants to review the design of the building systems and ascertain that the project requirements are being met. Design Development documents will be presented at 50% and 100% progress milestones with City of Moreno Valley review periods after each submission.

This phase will include:

- Refinement of the exterior design, plans, elevations, sections and details
- Bevelop space plan layouts and interior elevation studies of key program areas
- Prepare preliminary color and material boards
- # Develop room-by-room layouts of equipment, furniture, and utility requirements
- Prepare preliminary engineering documents: structural, MEP, landscape, civil, acoustics, audio visual, etc.
- Review, respond, and incorporate a principal, QA/QC, constructability, and value from prior design phase
- ** Continue target value design process by reviewing systems with cost consultant, construction manager, and key project stakeholders
- Present documents at 50% and 100% for review and preliminary approval by the City of Moreno Valley

CONSTRUCTION DOCUMENTS

During the Construction Document phase, based on the approved design development package, the final drawings, specifications and information for bidding will be produced. Client/user group meetings with key project stakeholders will be held to present the construction documents at 50% and 100% progress milestones.

This phase may include, but not be limited to:

- Bevelop final interior details and interior finishes
- # Develop exterior details and finishes
- # Finalize civil and landscape work
- Finalize engineering documentation and calculations

- Review, respond, and incorporate a principal, QA/QC, constructability, and value from prior design phase
- # Incorporate and finalize bid alternates
- # Finalize cost model
- Beliver completed construction documents to the City of Moreno Valley
- Submit construction document packages for review and approval by the agencies having jurisdiction

BIDDING

The key members of the HGA team will continue their involvement through the bidding phase. The appropriate parties will respond to bid questions as needed supporting clarifications and confirmation of design intent.

- # Assist City of Moreno Valley with bid packages
- # Attend Pre-bid Conference
- **#** Respond to all bid questions
- Prepare bid addenda
- **#** Assist in the bid evaluations
- Submit to City of Moreno Valley for review and approval

CONSTRUCTION ADMINISTRATION

Construction Administration services will be provided by Project Architect with assistance from the Project Designer, Engineers, and Specialty Consultants.

They will provide the history and knowledge of the design decisions to allow continuity of the planning and design process throughout construction. The project architect, designer, engineers, and specialty consultants will review shop drawings, respond to RFIs and perform periodic construction observations. The Principal-in-Charge and Project Manager will maintain their leadership and management roles throughout the construction process.

HGA team members will provide the following services during the construction period:

- Review of shop drawings, and submittals
- **#** Review of RFIs and change orders
- * Review progress of the project schedule
- Conduct periodic construction site visits/walk-thrus
- Review of as-built documents and preparation of record documents
- Conduct warranty and observation phase walk-through

SUITABILITY OF OURSERVICES

(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.

HGA recognizes the Moreno Valley Utility Building Remodel as a pivotal project aimed at enhancing sustainability, operational efficiency, and public engagement. Our team is fully prepared to deliver a comprehensive architectural and engineering solution that integrates high-performance design, energy-efficient upgrades, and security enhancements while meeting the City's goal of achieving LEED Gold certification.

OUR INTEGRATED SERVICES

HGA offers a full suite of architecture, engineering, planning and design services. All of these inhouse resources are available to be seamlessly integrated into our design process if needed. We are proud of the truly integrated services that we offer and the value it can bring to our clients. Click on the icons below to learn more.



Architecture



Engineering



Sustainability



Interior Design



Lighting Design



Technology



Workplace Strategy

SUSTAINABLE DESIGN

At HGA, we recognize that sustainable design, engineering, planning, and construction are essential for our collective future. We embrace this as both a responsibility and an opportunity. Through strategic initiatives, we've made progress toward our sustainability commitments, developed a portfolio of

innovative projects, and aligned our internal processes for maximum impact.

With nearly 71 years of experience, our integrated design approach fosters early collaboration and innovation, which is crucial in addressing the growing challenges of climate change.

Partnering with our clients, we establish a comprehensive vision for each project that includes

sustainability goals like energy performance, carbon emissions reduction, and third-party certifications.

For this project, we will apply our holistic approach by weaving sustainable design practices into every phase—from material selection and energy modeling to optimizing building performance—ensuring the remodel not only meets but exceeds the city's sustainability goals while achieving LEED Gold certification.

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DETAILED WORK PLAN

(C) TAILED 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.





VISIONING

DELIVERABLES

- Project Kick-Off
- 3 Client Meetings
- Visioning Development
- Visioning Client Review
- Visioning Client Approval
- HGA revised for Feedback



SCHEMATIC DESIGN

DELIVERABLES

- HGA Site Visit
- HGA Consultant Kickoff Meeting
- Schematic Design Documents Development
- 1 Client Meeting
 - Schematic Design Presentation
- Schematic Design Client Review
- Schematic Design
 Client Approval



DESIGN DEVELOPMENT

DELIVERABLES

- HGA Design Development Documents
- Client Meeting:
 Weekly Design
 Development Presentation
- Design
 Development Documents
- Design Development Client Review
- Design Development Client Approval



CONSTRUCTION DOCUMENTS

DELIVERABLES

- Advance CD Package
- 95% Construction Documents Deliverable
- AHJ Submittal
- Client Meeting 1: Page Turn-Overall
- Client Meeting 2: Page Turn Facilities
- HGA review page turn revisions
- Construction Documents Client Review
- Construction Documents Client Approval



AGENCY REVIEW

DELIVERABLES

- Governing Agencies Review
- AHJ Review 1
- HGA Plan Check Comments Review 1
- AHJ Review 2
- HGA Plan Check Comments Review 2

BIDDING

DELIVERABLES

- GC Meeting 01
- GC Meeting 02
- GC Meeting 03GC Site Walk
- GC RFI Process



CONSTRUCTION ADMINISTRATION

DELIVERABLES

- Final project walk and punch-list
- Complete Construction
- Back Punch Walk
- Substantial Completion

For a more detailed breakdown of our Schedule, see the Cost Proposal Appendices titled Detailed Schedule page 8-9.

Detailed Work Plan | 11

SECTION D

DELIVERABLES

VISIONING

- Program Requirements Summary
- Programming document including space allocation tabulations and metrics (headcount, floor area, utilization rates, etc.), block plan diagrams
- # Preliminary block plan diagrams /space plans
- Existing Building Analysis identifying challenges and opportunities
 - ж МЕР

 - ★ Acoustical
- Infrastructure evaluation and recommendations narrative

SCHEMATIC DESIGN PHASE

- Prepare a Schematic design direction for the overall project.
- Present up to one (1) Schematic design concept to the Client in the form of floor plans, 3D images, as needed, (in Sketchup/Enscape software format), and material sample palettes for review and feedback.
 - Prepare up to one (1) minor revision of the Client's preferred design.

DESIGN DEVELOPMENT PHASE

- Refine the preferred design concept based on the Client's feedback during the Schematic Design
 Phase
- Finalize design decisions related to the architectural features, materials, and finishes for the Project.
- Revise the drawings to more definitively outline the proposed Scope of Basic Services based on the Schematic Design Phase.
 - * These drawings will indicate new walls, doors, floors, ceilings millwork, and other similar architectural features and will provide sufficient detail.

CONSTRUCTION DOCUMENTS PHASE

- Prepare a set of Construction Documents necessary for permit submittal and construction of the new space upon the Client's comments made during the Design Development Phase.
- # Issue 95% Construction Documents in digital format to the Client for review and approval,

- and to the General Contractor for bid and schedule updates.
- Construction Documents mayinclude the following:
 - Cover Sheet including sheet index, project data, and schedules.
 - ★ General Notes, Abbreviations and Symbols
 - **# Material Identification Codes**
 - ★ Sheet Specifications
 - # Egress Plan(s), including egress lighting and exiting.
 - ★ Demolition Plan(s)
 - ★ Construction Plan(s)
 - ★ Ceiling Plan(s)
 - # Power/Data Plan(s)

 - Door Schedule and Details
 Door Schedule and
 - Partition, Ceiling, Finish, Casework and Miscellaneous Details
 - # Lighting Plan(s), Fixture Schedules, and Lighting Controls.
 - ** Accessibility compliance drawings (assumed to be previously prepared by others and provided by the Client for inclusion in the permit set as "Reference Only" documentation.)
 - * "Reference Only" documentation provided by the Client includes:
 - » Site Plan indicating the accessible path of travel, vehicular entry signage, and accessible parking counts and locations.
 - » Elevator details (if existing)
 - » Toilet plan, accessory schedules, and detail
 - » Break area accessible features.
 - ★ Documentation to be provided by HGA includes:
 - » Minor upgrades to the existing elements as required to meet accessibility-related building code requirements.
 - » New program elements described above require accessible features.
 - Provide information to the following vendors or consultants, as required for the Project, and incorporate its documents into the final permit and construction packages: fire protection.
 - » The Client or its Contractor shall retain consultants or vendors for the following services as required for the Project: fire protection.
 - Provide drawings to the Project team as requested.

AGENCY REVIEW PHASE SERVICES

- rchitectural, Mechanical Engineering, Electrical Engineering, Plumbing Engineering, Plan Check will be facilitated by HGA.
 - t the Construction Document package for permit review
 - » Receive plan check comments and forward them to the Project team for discussion between the various disciplines.
 - » Revise and resubmit the drawings to address the comments as required to obtain permit approvals.
 - ce the initial permit and Authority Having Jurisdiction (AHJ) approved drawings have been issued, ¬permit revisions and resubmission due to any revised project scope are not included.
 - A assumes the below durations based on current Agency review processing times.
 Additional department reviews may be required and are
 - » Estimated Building: One (1) to two (2) days for preliminary screening.
- ree (3) to Four (4) weeks for initial review.erial sample palettes for review and feedback.

unknown at this time:

- t reviews are typically one (1) to two (2) weeks based on reviewer availability.
 - 2 cal, Electrical, and Plumbing, reviews are assumed to run concurrently with the building review.
 - v. No additional meetings are assumed during this Phase. Any progress updates will be provided to the Client via email as they are made available by the Authorities Having Jurisdiction (AHJ).

BID PHASE SERVICES

- t the Client with the development of a General Contractor bid list, if required.
- ttend General Contractor interviews with the Client. Assuming one (1) meeting per General Contractor, for a total of three (3) interviews.
- ttend the General Contractor bid walk at the Project site.
- ttend one (1) virtual meeting with the Client to evaluate General Contractors' bid pricing.
- espond to General Contractor questions and issue clarifications as requested. HGA has assumed any Value Engineering (VE) will have been completed during the prior design phases with
 - a General Contractor providing pre-construction services including preliminary ROM pricing.
 - Drawing revisions associated with additional VE options may be provided as an Additional Service.
- ttend up to four (4) virtual meetings with the Client and/or General Contractors during this phase, as outlined above.

CONSTRUCTION ADMINISTRATION PHASE

- Attend up to eighteen (18) Owner-Architect- Contractor ("OAC") Project meetings upon the start of construction.

 Attendance at some of the meetings may occur virtually as determined appropriate by the Project team.

 HGA will review construction progress to keep the Client informed about the progress and quality of the Work completed, and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Additional site visits and/or meetings will be compensated as an Additional Service.
- Assist the Client with the review of the General Contractor's proposed Construction Schedule, Submittal Schedule, and Schedule of Values.
- # If requested, review certificates of payment for amounts due to the General Contractor.
- Review or take other appropriate action regarding submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with the information provided by the General Contractor or other sub-consultants and the design concept expressed in the Contract Documents. HGA assumes at least five (5) business days for a typical response.
- # e. Respond to the General Contractor's RFIs promptly, assuming at least five (5) business days for a typical response.
- If requested, review the General Contractor's proposed Change Orders.
- # Prepare drawing Bulletins and/or Architect's
 Supplemental Instructions (ASI's) for use by the
 General Contractor in preparing Change Orders for
 the Client's approval and General Contractor's
 execution in accordance with the Contract
 Documents.
- # Bulletins related to changes of scope, substitution requests, or procurement delays may be considered Additional Services.
- Conduct one (1) final site observation and assist the General Contractor with the development of their punch-list. One (1) back check is included.
- # Issue a Certificate of Substantial Completion and review the General Contractor's close-out documents for completeness.
- # The Construction Administration Phase is planned for eighteen (18) weeks from the initially agreed upon start of construction. If it goes beyond the allotted timeframe, Additional Services (Construction Administration extension) will apply.

SECTIONE

QA/QC

(E) PROCEDURES FOR PERFORMING QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) ON THE SERVICES TO BE PROVIDED.

QUALITY ASSURANCE & QUALITY CONTROL

HGA's Quality Assurance (QA) process relies on established documentation standards and interdisciplinary coordination, ensuring project requirements are validated and compatible at each phase. Quality Control (QC) reviews are conducted by in-house experts not on the core project team, and are built into the schedule to ensure documents meet firm, industry, and client standards, including code and accessibility compliance. These reviews, along with third-party feedback, enhance design clarity and reduce changes during construction.

Our QA/QC program will be tailored to your project's needs and emphasizes collaboration between the city of Moreno Valley, the design team, and quality review team. The process integrates interdisciplinary reviews and tools like BIM clash detection, cost estimating, and sustainability reviews to ensure high-caliber design and documentation.

HGA will woke closely with the City of Moreno Valley from project inception, aligning documentation with your vision at each step. Submissions for review will occur at Predesign (10%), Schematic Design (30%), Design Development (60%), and Construction

Documents (90% and 100%). This continuous quality management helps minimize agency review time, RFIs, and change orders, facilitating smoother project delivery and final completion.

GOAL + APPROACH TO QUALITY MANAGEMENT

- # Framework aligned with project requirements
- # Integrate quality process from inception
- # Planning for quality, time, budget, and schedule
- # Understand scope and workflow of reviews
- Continuous improvement team, market sector/ office, enterprise

KEY COMPONENTS OF OUR IN-HOUSE QA/QC PROCESS:



Reviewing documents internally for applicable code requirements relative to fire/life safety, structural, and accessibility issues, and meeting with review agencies early and often to discuss overall project design and work through any areas of concern before submission.



Coordinating and collaborating with our Sustainability group on specific project goals.



Using client-established goals, vision, and project criteria as measures of project success.



Performing early external code reviews with agencies having jurisdiction to help guide appropriateness of planning solutions and design options, ensuring major concerns are addressed early in the project.

Using common resources to aid coordination, quality, and efficiency in the design workflow.



Conducting independent, in-house quality control reviews and getting "fresh eye" feedback from experienced professionals.



Leveraging BIM and other related software to cross-check and integrate documents across disciplines.



Running clash detection reviews and clash-clearing sessions during documentation.



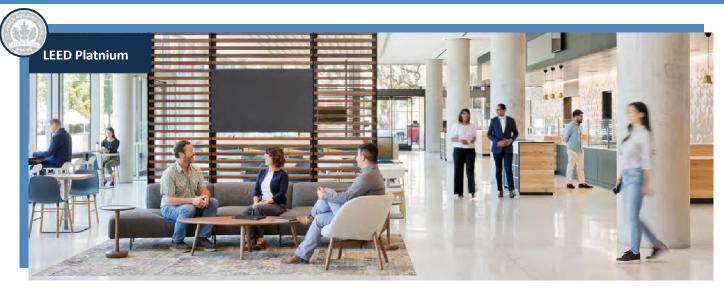
Verifying material constructability and design intent is fully documented.



Seeking input from installers, fabricators, and manufacturers throughout the design process.



SECTION FEXPERIENCE & REFERENCES







STATE OF CALIFORNIA, DEPARTMENT OF GENERAL SERVICES | CLIFFORD L. ALLENBY BUILDING | SACRAMENTO, CA

As Criteria Architect for the new high-performance state office building in Sacramento's downtown core, HGA established design criteria for one of the first large scale urban Zero Net Energy / LEED v4.0 Platinum buildings in the country. By creating a conceptual design, workplace strategy, complete program and

a viable budget and schedule, HGA integrated numerous demanding design conditions: progressive workplace planning; public spaces that engage the community; extensive daylighting; natural ventilation; significant reductions in energy and water use; high-rise building systems and regulations; and urban infill constraints. The result is a project that fully satisfies the State's vision for the project and meets every critical success factor established at the project's inception. This project utilized the design-build delivery system. Extensive computer modeling provided real-time analysis of multiple critical performance measures, including energy modeling, daylighting, structural optimization and workplace efficiency.

PROJECT DATA

Services Provided: Space Planning, Criteria Documents, Workplace Strategy, FF&E

Sustainability: Zero Net Energy, designed to LEED Platinum, Fitwel 3-star, and US Resiliency Council Platinum rating. It operates in the top 1% in energy efficiency of all office buildings in the country and uses 60 percent less water than a typical building. During demolition, the team recycled 30 million pounds of concrete and steel.

Awards: USGBC Leed Platinum // DBIA Awards (2022): Enlightened Owner, Best in Design, National Award of Excellence, National Award of Merit for Office Buildings // AIA Central Valley Regional Recognition Award (2021) // ENR California Award of Merit, Government/Public Building

Date Completed: 2021

REFERENCE

Juli Kawahaya | DGS | Project Director III | 916.375.4105



GENERALI GLOBAL ASSISTANCE | OFFICE TENANT IMPROVEMENT | SAN DIEGO, CA

HGA collaborated with Generali, a global insurance company, to define the future of their North American presence with the relocation of their office in San Diego. The new office celebrates the local diversity while implementing a futurefocused and flexible workplace strategy. The transformation is anchored by a shift from pre-pandemic assigned desks to an unassigned model driven by employee choice. This strategy allowed Generali to reduce their footprint and offer flexibility to employees. The new office features neighborhoods of open workstations and community spaces, a range of collaboration and focus rooms, a large work café, and a rich California brand story that also connects the vision of the global company and the services they provide. Each neighborhood and adjacent work café features custom furniture, illustrations and signage as well as a bespoke color palette inspired by San Diego's neighborhoods.

The office is united by a feature wall that highlights Generali's global locations and services with a custom-illustrated travelscape wall and custom LED lighting that features their brand statements.

PROJECT DATA

Services Provided: Architectural Design, Interior Design, Environmental Graphic Design, MEP Engineering, Space Planning, Telecom/Security

Date Completed: 2023

REFERENCE

Natalie Kellett | CBRE | Owner's Representative natalie.kellett@cbre.com | 858.546.2664



CITY OF LA QUINTA | CULTURAL CAMPUS & MUSEUM RENOVATION | LA QUINTA, CA

The purpose of the Cultural Campus is to provide residents and visitors with a designated space for opportunities to enjoy cultural and artistic experiences such as rotating and permanent art installations, new media, live performances, and educational workshops. Our design concept envisions a vibrant village-like campus, seamlessly blending 20th-century structures with contemporary sensibilities, inspired by the expansive yet intimate spirit of the desert. Through a fluid interplay of landscapes, courtyards, and galleries, we craft an immersive visitor experience, leveraging the desert's unique climate, intuitive wayfinding,

and the allure of discovery. Our planning and design enhancements optimize museum operations through precise modifications to the existing structure, addressing areas such as operations, security, and streamlined technology. Additionally, we lay the groundwork for potential expansion to meet the Historical Society's archival demands. This blueprint not only reimagines the past but also establishes a robust foundation for the museum's enduring role as a nexus for contemporary and historic life and culture.

PROJECT DATA

Services Provided: Architectural Design, Cost Estimating, Civil, Electrical, MEP, Structural, Feasibility Study, Landscape, Lighting Design, Master Planning

Date Completed: Ongoing

REFERENCE

Michael Calderon | City of La Quinta | Community Resources Analyst | mcalderon@laquintaca.gov 760.777.7014



UNIVERSITY OF CALIFORNIA DAVIS HEALTH | EYE CENTER & ACC EXPANSION | SACRAMENTO, CA

The new Tschannen Eye Institute and ACC Expansion is a 78,500 SF project, featuring a 60,000 SF four-story clinic and office addition, alongside 18,500 SF of renovation in the adjacent Ambulatory Care Center. The Eye Institute, designed to support the vision impaired with advanced technology and expert care, establishes a strong identity on campus for

consolidated ophthalmology and optometry services. Key design elements include flexibility for future adaptability, with a unified circulation spine that connects waiting areas and clinics along a promenade, providing access to green spaces and daylight. The design also incorporates standardized room sizes to ensure efficiency and future reconfiguration. The project achieved LEED Gold certification and was delivered on budget using a design-build method.

Project Data

Services Provided: Architectural Design, Programming,

Interior Design, LEED Services

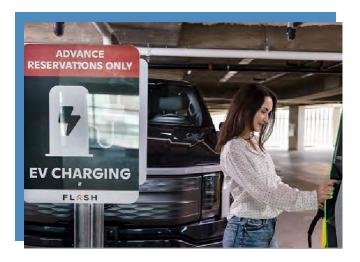
Date Completed: 2022

Reference

Cameron Blount | Ernest E. Tschannen Eye Institute

Chief Administrative Officer

T: 916.734.6967 | E: cmblount@ucdavis.edu



FLASHPARKING | TRANS PACIFIC CENTRE GARAGE OAKLAND, CA

HGA partnered with FlashParking on several field studies and designs focused on expanding electrical vehicle (EV) charging infrastructure throughout downtown districts. To date, we have successfully completed three projects, installing over 20 EV chargers in Oakland and Los Angeles. Our ambitious plan includes the installation of a total of 400 chargers across multiple sites, aiming to enhance accessibility and convenience for EV users.

Project Data

Services Provided: Electrical Engineering

Date Completed: 2024

Reference

Sean Tewait | Flashparking, Inc. Principal

Electrical Engineer

T: Flashparking, Inc. | E: Flashparking, Inc.

HGA has undertaken over **34 projects** in the EV charging and automotive sector, focusing on innovative electric vehicle charging solutions. Our expertise includes designing user–friendly charging stations and integrating sustainable practices in automotive facilities to promote the transition to electric mobility.

CALIFORNIA GOVERNMENT PROJECT EXPERIENCE

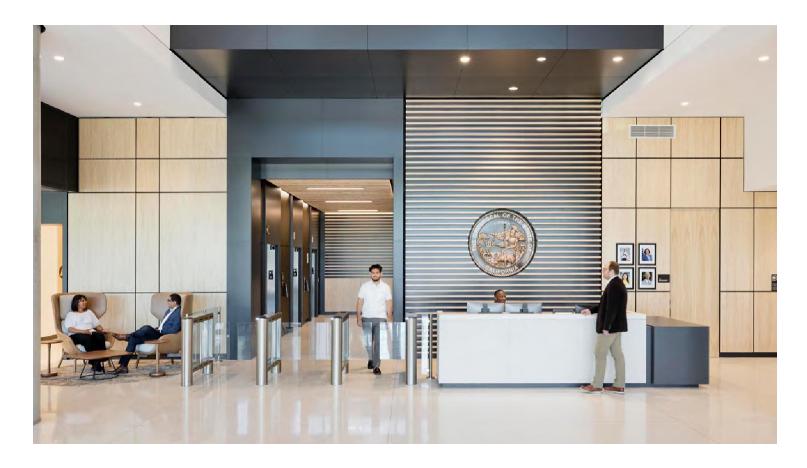
HGA has been designing and delivering government facilities of varying scale and complexity for over 30 years from highly secure workplaces to vibrant centers of community engagement, we believe government buildings should not only serve but also enhance their communities.

30+
Years Serving Public
Works Clients

200+
Projects Delivered
Under On-Call Contracts

150+
California Public
Works Projects

Recent project experience includes ground-up construction, tenant improvements, splace planning, renovations, office and workplace environments, real estate strategies, libraries, access compliance (ADA), sustainability strategies, LEED certification, workplace strategy, and performance criteria for Design-Build project delivery. Our team's grounded experience in public projects ensures we are sensitive to designing with a perception of value, efficient use of funds, design flexibility for future needs, real estate optimization, and contribution to the community.



US GENERAL SERVICES ADMINISTRATION

STATE OF CALIFORNIA, DGS

- # Clifford L. Allenby Building Design Criteria
- ★ Legislative Office Building Design Criteria
- **#** Resources Building Renovation
- **#** Office Building 8 & 9
- ★ CHP Office Replacement Facility
- **#** Board of Equalization Improvements
- Caltrans Office Space Utilization Study
- **CDFA Meadowview Campus-Lab Renovation**
- **#** Printing Plant Demolition
- # Department of Developmental Services Secure Walkway
- Porterville Staff Residences and Duplexes Rehabilitation
- Building
 Building
 Building
- # Government Operations Agency TI
- # East End Complex Access Barrier Removal
- # CAL OES Coastal & Inland Emergency Operations Center Regional Office, Programming & Budget Study
- CAL OES Mather Public Safety & Communications Campus, Programming & Budget Study
- CAL OES Southern Region EmergencyOperations Center, Costa Mesa - Criteria Documents

STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE

- # Forensic Lab Consolidation, Budget Study
- # Forensic Residential Unit Expansion, Budget Study
- # Forensic Recreation & Activity Center, Budget Study

STATE OF CALIFORNIA, JOINT RULES COMMITTEE

- **%** New Capitol Annex Code Compliance Peer Review,
- ** New Capitol Visitors Center Code Compliance Peer Review

JUDICIAL COUNCIL OF CALIFORNIA (JCC)

Sonora Court House Post Occupancy Evaluation

CITY OF LA QUINTA

Cultural Campus Master Planning

CITY OF ROSEVILLE

- # Downtown Space Utilization & Feasibility Study
- **X** Transit Tenant Improvements
- **#** Energy Park Workplace Assessment
- # Fire Station #3 Feasibility and Pricing Study

CITY & COUNTY OF SAN FRANCISCO, DEPARTMENT OF PUBLIC HEALTH

Multiple Historic Buildings Assessments and Re-use Studies -SF. General Hospital and Laguna Hospital

CITY OF WEST SACRAMENTO

- **#** City Hall Space and Needs Assessment Study
- **West Gateway Tenant Improvement**

CITY OF SAN JOSE

- **K** Camden Community Center Kitchen Remodel
- Cantilever Racks and Revisions
- Cesar Chavez Plaza Meter Upgrade
- **K** Children's Discovery Museum, Mechanical
- # Fire Station # 3 Renovations
- # Guadalupe River Park Conservancy Building Evaluations

COUNTY OF AMADOR

Library Interior Renovation

COUNTY OF LOS ANGELES

- **#** Downtown Mental Health Center
- # Mental Health Center Trailer Relocation
- ★ ORCHID System Infrastructure Upgrades

COUNTY OF MADERA

- **Madera County Library ADA Upgrade**

COUNTY OF PLACER

- **#** District Attorney Building B Tenant Improvements
- Placer County Health and Human Services Center Design Criteria
- Weterans Tenant Improvement Project
- **#** Antique Soda Fountain Structural Review
- # Auburn Library Infrastructure Improvement Project

COUNTY OF SAN MATEO

Cordilleras Mental Health Study, Programming & Bridging Documents

COUNTY OF SANTA CLARA

- Santa Clara Valley Medical Center Behavioral Health Services Center (BHSC)
- ★ O'Connor Hospital Renovations

COUNTY OF SACRAMENTO

- # Arcade Library Refresh
- # Arden-Dimick Library Refresh
- ★ Martin Luther King Jr. Library
- Sacramento International Airport -Terminal A & B Office Improvement

SACRAMENTO AREA COUNCIL OF GOVERNMENTS

- **#** Workplace Needs Assessment Study
- **#** Office Tenant Improvements

SUTTER COUNTY

- # Yuba City Main Library Innovation Center
- ***** Road Crew Buildings Feasibility Study
- County Clerk Recorders Office Feasibility Study

SECTIONGINSURANCE

Client#: 244717

HAMMGRE1

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER	NAME: TRING STATE				
Edgewood Partners Ins. Center					
3780 Mansell Rd. Suite 370					
Alpharetta, GA 30022	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A: National Fire Insurance Co of Hartford	20478			
INSURED	INSURER B : The Continental Insurance Company	35289			
Hammel, Green and Abrahamson, Inc.	INSURER C : Valley Forge Insurance Company	20508			
420 5th St. North, Suite 100	INSURER D : Lloyd's of London	A85202			
Minneapolis, MN 55401	INSURER E : Continental Casualty Company	20443			
	INSURER F				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		ADDLSUBR INSR WVD	POLICY NUMBER	POLICY EFF P		LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	INSK WVD	7011625391	1,		EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Eaoccurrence) MED EXP (Any one person) PERSONAL & ADV INJURY	\$1,000,000 \$1,000,000 \$15,000 \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- OTHER: JECT LOC					GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$2,000,000 \$2,000,000
ΕA	TOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY AUTOS ONLY AUTOS ONLY X NON-OWNED AUTOS ONLY AUTOS ONLY		6081743426	11/01/2022	11/01/2023 ⁽	COMBINED SINGLELIMIT (Ezaccident) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$ \$ \$
В	X UMBRELLALIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$10,000		6081743460	11/01/2022	11/01/2023	EACH OCCURRENCE AGGREGATE	\$10,000,000 \$10,000,000 \$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	6081743457 (AOS) 6081743443 (CA)	11/01/2022		X PER OTH- STATUTE OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
	Professional bility		B1636P230052			Per Claim \$10,000,00 Aggregate \$20,000,0	000
_	xcess PL Liab		B1636P220053			Per Claim \$5m Agg \$	51UM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

CERTIFICATE HOLDER	CANCELLATION
Sample Certificate	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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SBR08

RESOURCE ALLOCATION MATRIX

(F) A RESOURCE ALLOCATION MATRIX (EXCLUDE COST INFORMATION).

	Commitment of Hours by Task			
Job Title	Visioning	Schematic Design	Design Development	Construction Documents
Architect HGA	112	100	114	271
MEP AMA Group CMTA	0	41	61	114
Lighting AMA Group	0	17	39	60
Landscape Agency Artifact	56	69	83	125
Civil PSOMAS	0	29	49	73
Structural Engineer HGA	0	20	31	51
Solar / Parking Canopy Engineering & Design Tenco	0	28	28	129
Furniture HGA	12	13	20	21
Sustainable Design HGA	60	46	78	64
Total	240	363	503	908

Agency Review Phase, Bid Phase, and Construction Administration Phase services will all be on an hourly rate basis. Refer to the hourly rate sheet in the Cost Proposal.

For a detailed breakdown of hours by title and firm, see the Cost Proposal Appendices titled Resource Allocation Detailed Breakdown.

3

PROPOSED STAFF/TEAM

PROJECT TEAM

We have identified key personnel who will be dedicated to this project from inception to completion. Their roles, expertise, and responsibilities will ensure continuity and the successful execution of the contract. In the event that any key personnel are unavailable for a period during the contract, we have a deep bench of qualified team members to step in seamlessly. The resumes of the proposed staff and team members, outlining their relevant experience and qualifications are provided on the following pages.





FIELDING FEATHERSTON

LEED AP, NCARB, AIA

PRINCIPAL IN CHARGE

Fielding has over 22 years of architecture experience specializing in public corporate projects. His lifelong enthusiasm for architecture and business drives his work. Fielding excels at digesting complex project sce- narios and distilling thoughtful, elegant solutions that thrive on simplicity. He enjoys the management and coordination of talent in support of design excellence and client goals. Fielding remains focused on building up his clients and teams in support of achieving results, while simultaneously fostering an environment that empowers others.

SELECTED EXPERIENCE

City of Ontario | On-Call Architectural Services
Ontario, California

County of Orange | On-Call Architectural Services Santa Ana, California

City of Chino | On-Call Architectural Services Chino, California

650 PCH | Adaptive Reuse & New Construction Office Building

El Segundo, California*

Vallarta Supermarkets | Corporate HQ Relocation Santa Clarita, California

First National Bank Building | Adaptive Reuse
Office Building & City Facade Improvement Grant
Orlando, Florida*

*Prior to HGA

EDUCATION / AFFILIATIONS

Masters of Architecture
University of Florida

Bachelor of Science, Design University of Florida

Registered Architect

California C36641, New York 044044, Florida AR93043, Georgia RA014292



NEIL RUBENSTEIN

SR. PROJECT MANAGER

With 20+ years of experience, Neil brings experience with over 200+ projects spanning multiple sectors. Blending his experience from the film industry, he enjoys creating buildings that possess character and personality. An excellent problem solver, Neil is

directly involved in all aspects of projects, from general administration and design review to the final phase of construction.

SELECT EXPERIENCE

Generali | San Diego Office Tenant Improvements
San Diego, California

Vizio | Irvine HQ Renovation 39 Tesla Irvine, California

Vallarta Supermarkets | Corporate HQ Relocation Santa Clarita, California

Confidential Entertainment Media Client

Office Relocation & Renovation

Projects Burbank, California

City of Los Angeles | LAX Terminals 1–9 Pet Relief Area Los Angeles, California*

DHL | Project at LAX | Warehouse Addition Los Angeles, California*

El Segundo Brewing Co. | Production Brewery El Segundo, California*

Tarantula Hill Brewing Co. | 25,000 SF Production Brewery + Tasting Room Torrance, California*

Direct TV | Office Tenant Improvement El Segundo, California*

*Prior to HGA

EDUCATION / AFFILIATIONS

Bachelor of Architecture University of Southern California



International Interior Design Association

Registered Interior Designer

DESIGN LEAD

Tiera is a senior interior designer with 20 years of experience designing for clients in a wide range of market sectors from workplace and healthcare to multiunit residential, hospitality, and mixed use projects around the globe. This wide variety of work and interdisciplinary approach to interior architecture has allowed her to bring a unique perspective to each project. Tiera strives to create spaces that drive human connection, are innovative, research based, and engage and enhance the well-being of the occupants and community surrounding them.

SELECTED EXPERIENCE

California Institute for the Arts | Block A Animation

Renovation

Valencia, California

University of California, San Diego | Biological Sciences Technology Sandbox

San Diego, California

Santa Monica, Malibu USD | John Adams Performing

Arts Center

Santa Monica, California

San Diego State University | Don Powell

Theater Renovation & Second Stage

San Diego, California

Redcar Properties | 14th Street Mixed-Use Project

Santa Monica, California

Confidential Entertainment Media Client

Office Relocation & Renovation

Projects Burbank, California

EDUCATION / AFFILIATIONS

Masters, Interior Architecture

UCLA Extension / Cal Poly Pomona

Sustainability Management Certificate

UBC - Sauder Continuing Studies

Advanced Diploma, Interior Design

Sheridan College, ON, CA

SIER RA DENNIS, LEED AP BD+C, WELL AP, FITWEL AMB

SUSTAINABILITY LEAD

Sierra is a sustainability professional who brings 7 years of experience in construction project management, certification administration and sustainable design. She has dedicated her career to advancing green building strategies and operations across various building sectors, including higher education and commercial. She has honed her skills in project management, preconstruction services, and sustainability consulting, advising clients on how to procure healthy materials, reduce carbon emissions, and implement renewable energy sources. Sierra is passionate about navigating the ever-changing landscape of green building programming and regulations within a design framework.

SELECTED EXPERIENCE

City of La Quinta | La Quinta Museum and Historical Society Cultural Campus

La Quinta, California

State of California, DGS | Department of State
Hospital Police Building Relocation



Los Angeles, California

Sutter Health | Santa Clara Medical Office Building Santa Clara, California

Accenture

Philadelphia, Pennsylvania

University of San Diego | Epstein Family Amphitheater LEED Gold San Diego, California*

Google | Bay View | LEED Platinum Mountain View, California*

*Prior to HGA

EDUCATION / AFFILIATIONS

Bachelor of Science, Civil Engineering Howard University

LEED Accredited Professional



SHAHRAM SALMASI MSC, PE, SE

SR. STRUCTURAL ENGINEER

Shahram is an accomplished structural engineer with nearly 30 years of experience. His specialty areas have included healthcare facilities (HCAI/OSHPD), K-12 schools, community colleges, universities (DSA) and commercial buildings including aviation and hospital- ity facilities. Shahram enjoys the technical elements to his projects, and is a strong project manager.

Shahram has been involved in all phases of projects, from design through construction administration.

SELECTED EXPERIENCE

City of La Quinta | La Quinta Museum and Historical Society Cultural Campus La Quinta, California

Intuitive Surgical, Inc. | Ion Building D Renovation and Tenant Improvements (Vibration Analysis, Seismic Design and Design Build Renovation)

Santa Clara, California

Raytheon | Applied Signal Technology Update and Buildout

Anaheim, California

Los Angeles CCD | Los Angeles Valley College Building Renewal Study, Various Facilities (Seismic Assessment) Valley Glen, California

Los Angeles CCD | Los Angeles Valley
College Structural Engineering (Seismic
Assessment) Valley Glen, California

EDUCATION / AFFILIATIONS

Master of Science in Structural Engineering California State University, Northridge

Bachelor of Science in Aeronautical Engineering Arizona State University, Tempe

Licensed Professional Engineer California C61939

Licensed Structural Engineer California S5212



DELPHINE MSIKA AIA, CID, NCIDQ

SR. PROJECT MANAGER | BACK-UP PERSONNEL

Delphine will serve as the designated backup personnel, ensuring seamless project continuity in the event that key team members are unavailable. With 15+ years of experience across diverse sectors, she brings both technical expertise and a strategic mindset to every phase of a project. Passionate about human-centered design, Delphine is well-equipped to step in and maintain project momentum without disruption.

SELECT EXPERIENCE

City of Ontario | On-Call Architectural Services
Ontario, California

County of Orange | On-Call Architectural Services Santa Ana, California

State of California, DGS, CalOES | Southern Region EOC Design-Build Criteria Documents

Costa Mesa, CA

EDUCATION / AFFILIATIONS

Bachelor of Arts, Marketing & Advertising
University Paris IV – La Sorbonne - France

Registered Architect
California, #C39347

Member, 39317107

Certified Interior Designer (CID) California, #6384

American Institute of Architects (AIA)

At HGA, we have a strong roster of qualified team members ready to step in seamlessly, regardless of the position. Our key team members, along with our designated backup project manager, Delphine, will ensure smooth collaboration and continuity, keeping the project on track without interruption. Should

the need arise, we are prepared to manage backup personnel for key team members and sub-consultants.



MEP ENGINEERING

building systems engineering – designing cost-effective, energy-efficient, high-performance buildings. We function as a trusted partner and guide for the owner and design team bringing energy reduction, decarbonization, and health and wellness goals to fruition. As CMTA strives to improve the built environment, we also invent products, set national goals, and work totransform the market to improve results for everyone. We define our innovative approach to engineering as Building Science Leadership.

AMA | CMTA is a multi-specialty firm that focuses on

AMA GROUP CONTACT:

Chris CarsonManaging Principal

310.846.4666 2155 Campus Dr, El Segundo, CA 902455



CHRIS CARSON

LEED AP

PRINCIPAL IN CHARGE, MEP | AMA | CMTA

Chris Carson is a managing principal with over 19 years of experience across project types, including renovation and new construction. His portfolio includes commercial, creative office space, central plant and infrastructure, live-broadcast, and studio projects.

Chris has been involved in the design and oversight of several high-performance energy projects which have attained LEED Gold and Silver certification.

SELECTED EXPERIENCE

City of Riverside | Riverside Metropolitan Museum Riverside, CA

City of Palm Springs | Plaza Theater Palm Springs, CA

County of Los Angeles | Music Center Plaza Los Angeles, CA

City of Culver City | Parks + Recreation Upgrades Culver City, CA

City of Burbank | 777 N. Front St. Transit Plaza Burbank, CA

Southern California Rail Authority | Metrolink Offices Los Angeles, CA

City of Culver City | Police Department Renovations Culver City, CA

EDUCATION / AFFILIATIONS

BS, Mechanical Engineering
Villanova University

LEED-Accredited Professional

American Society of Heating, Refrigerating

+ Air Conditioning Engineers (ASHRAE)



MATTHEW SCHAEFER

PRINCIPALIN CHARGE, MEP | AMA | CMTA (BACK-UP PERSONAL)

Matt is a managing principal with over 17 years of experience in the MEP and energy consulting fields, and has been involved with many different project types, including renovations and new construction. He serves as Principal in Charge for a wide variety of clients in the commercial, creative, legal, financial, hospitality, educational, broadcast, and production facility/studio fields.

SELECTED EXPERIENCE

County of Los Angeles | Music Center Plaza Los Angeles, CA

Southern California Rail Authority | Metrolink Offices Los Angeles, CA

City of Santa Clarita | SCVTV Station Santa Clarita, CA

LAWA | Multiple Projects
Los Angeles, CA

Veteran's Administration | Affordable Housing Los Angeles, CA

Grand Central Market | HVAC Upgrade Los Angeles, CA

Bright Star Schools | Stella Middle Charter Academy Los Angeles, CA

EDUCATION / AFFILIATIONS

MS, Engineering
Rutgers University

BS. Mechanical Engineering New Jersey Institute of Technology

Licensed Professional Mechanical Engineer, CA

American Society of Heating, Refrigerating + Air Conditioning Engineers (ASHRAE)



WOOYOUNG KWAK

PF

MECHANICAL LEAD | AMA | CMTA

Wooyoung has broad experience in MEP design. His portfolio includes commercial, corporate, mixed-use, production studio, and creative office projects for both new construction and interior tenant improvements.

His extensive experience working with clients, architects, and contractors has proven to deliver complete and continuous engineering consulting services from design through construction.

SELECTED EXPERIENCE

City of Culver City | Parks + Recreation Upgrades Culver City, CA

City of Palm Springs | Plaza Theater Palm Springs, CA

Nat'l Trust for Historic Pres. | Thornton Gardens Guest House San Marino, CA

City of Los Angeles | Greek Theater (Due Diligence)
Los Angeles, CA

City of Santa Clarita | SCVTV Station Santa Clarita, CA

Southern California Rail Authority | Metrolink Offices Los Angeles, CA

Southern California Association of Governments Los Angeles, CA

EDUCATION / AFFILIATIONS

MS, Mechanical Engineering
University of California, Los Angeles

BS, Mechanical Engineering University of California, Los Angeles

Licensed Professional Mechanical Engineer, CA

28 | HGA



ANTHONY GIUNTINI

PΕ

ELECTRICAL LEAD | AMA | CMTA

Anthony has over six years of experience in electrical engineering. He has developed his technical skills and gained valuable experience in the electrical design process and procedures on a variety of project types since joining AMA. Anthony has built a broad range

of experience that includes new buildings and tenant improvements for clients in the corporate, residential, hospitality, arts, media, and studio production sectors.

SELECTED EXPERIENCE

City of Palm Springs | Plaza Theater Palm Springs, CA

LAWA | 6053 W. Century Tenant Improvements Los Angeles, CA

SoCalGas | Office Renovations Los Angeles and Pico Rivera, CA

Veterans Administration | Housing Los Angeles, CA

The Hollywood Arts Collective | Community Arts Center Los Angeles, CA

EDUCATION / AFFILIATIONS

BS, Electrical Engineering University of Texas at Arlington

Licensed Professional Electrical Engineer, CA

EIT California – California Board for Professional Engineers, Land Surveyors + Geologists

OSHA 30 ClickSafety



LAURA AGATELOVA

LEED AP

PLUMBING/FPLEAD | AMA | CMTA

Laura is an accomplished plumbing and fire protection engineer with over 20 years of experience. She made an immediate impact upon joining AMA and has proven herself to be an integral member of the team. Her extensive industry knowledge has enabled her to make key contributions to the project team.

Laura's portfolio includes both new construction and renovations for a wide range of corporate, mixed- use residential, hospitality, healthcare, media, and production clients.

SELECTED EXPERIENCE

City of Palm Springs | Plaza Theater Palm Springs, CA

The Hollywood Arts Collective | Community Arts Center Los Angeles, CA

Community Corp. of Santa Monica | Berkeley Station Santa Monica, CA

LAWA | 6053 W. Century Tenant Improvements Los Angeles, CA

NBCUniversal | Employee Amenity Building Universal City, CA

A Community of Friends | Oasis Senior Housing Riverside, CA

EDUCATION / AFFILIATIONS

BS, Civil + Plumbing Design
Tashkent Institute of Railway Engineering, Uzbekistan

LEED-Accredited Professional

American Society of Plumbing Engineers (ASPE)

National Fire Protection Association(NFPA)

Proposed Staff/Team | 29



LIGHTING DESIGN

At ALD, we pride ourselves on being nimble and responsive. We focus on building relationships with owners, developers, architects, designers, and the entire project team. Lighting is often a critical path item; it requires definition while the architectural design is being created. We are there for the conversation and collaboration as we explore design solutions collectively as a team. Our process is transparent throughout all phases, working closely with the design team and client to develop a lighting approach that reinforces the architectural concepts. The result is the perfect balance of design, value, and delivery.

AMA GROUP CONTACT:

Chris Carson

Managing Principal 310.846.4666 2155 Campus Dr, El Segundo, CA 902455



ASSOCIATE PRINCIPAL, LIGHTING DESIGN | AMA|CMTA

Minah has over 20 years of experience in all aspects of commercial interior design and a passion for lighting the built environment. She has experience with a wide range of project types, from corporate to education and institutional. Her work has been recognized by the AIA, IIDA, and Interior Design Magazine.

SELECTED EXPERIENCE

 $\label{eq:museum} \textbf{Museum of Riverside} \mid \textbf{Expansion} + \textbf{Renovation} \\ \textbf{Riverside, CA}$

Heart of Los Angeles (HOLA) | New Cultural Building Los Angeles, CA

Claremont McKenna College | Campus Lighting Design Claremont, CA

Bright Star Schools | Rise Kohyang High School Los Angeles, CA

Bright Star Schools | Stella Middle Charter Academy Los Angeles, CA

SoCalGas | Office Renovations Los Angeles and Pico Rivera, CA

EDUCATION / AFFILIATIONS

MS, Integrated Design, Business + Technology University of Southern California

BS, Interior Design Woodbury University

Certificate of Lighting Design OTIS College of Art + Design

California Council for Interior Design Certification Certified Interior Designer, Commercial

International Interior Design Association (IIDA)
Professional Member

US Green Building Council, LEED AP Legacy

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IRIS KWOK

LEED AP

LIGHTING DESIGNER | AMA | CMTA

Iris has over 16 years of experience in lighting design. Her extensive portfolio includes international corporate, retail, cultural, hospitality/resort, and casino projects, ranging in size and complexity. Her knowledge and creativity is a great asset, and she is exceptionally adept at working closely with clients and project teams to bring their visions to reality. Iris' work has been recognized with several IES Illumination Awards of Merit..

SELECTED EXPERIENCE

 $\label{eq:museum} \textbf{Museum of Riverside} \mid \textbf{Expansion} + \textbf{Renovation} \\ \textbf{Riverside, CA}$

LA Times Campus | Studio Adaptive Reuse 8th + Alameda Studios Los Angeles, CA

The Wende Museum Culver City, CA

LDS | Bakersfield California Temple Bakersfield, CA

Ford Motor Company at Douglas Park Long Beach, CA

Alexandria Tech Center San Diego, CA

EDUCATION / AFFILIATIONS

MS, Project Management
University of Southern California, Bovard College

BS, Electronic + Information Engineering
The Hong Kong Polytechnic University

International Association of Lighting Designers Member



PROJECT HIGHLIGHT | AMA | CMTA

WCHC MIRAMAR GOLD | LOS ANGELES, CA

This new permanent supportive housing complex located just north of Third Street consists of two seven-story wings connected by pedestrian bridges at each level. It features 94 apartments—a mix of one-, two-, and three-

bedroom layouts—for low-income and formerly unhoused residents. **This project is certified LEED Gold.**

Services Provided: MEP Date Completed: 2024

Reference available upon request



PROJECT HIGHLIGHT | AMA GROUP

MUSEUM OF RIVERSIDE | RIVERSIDE, CA

Architectural and exhibit lighting design for this expansion and renovation of the historic Museum of Riverside. The updated space will include a two-story addition and will feature flexible-use galleries in the historic structure, an expanded new indoor/outdoor Nature Lab, a dedicated classroom, and a roof terrace.

Services Provided: Lighting Design **Date Completed:** Est 2026

Reference available upon request

Proposed Staff/Team | 31

PSOMAS

CIVIL ENGINEERING

Dedicated to balancing the natural and built environment, Psomas provides sustainably engineered solutions to public and private sector clients. As a fullservice consulting firm, we help our clients create value by planning, designing, and delivering complex projects. Markets served include transportation, water, land development, and energy with the following services offered: civil engineering; survey and geospatial services; site development engineering; transportation and traffic engineering; water and wastewater engineering; environmental planning and resource management; land planning and urban design; land use entitlements; construction management; and GIS consulting. Founded in 1946, Psomas provides services from offices throughout California, Arizona, Utah, and Washington.

PSOMAS CONTACT:

Jeremy Johnson

Sr. Project Manager/Vice President 661.705.4410 27200 Tourney RD, Suite 120, Santa Clarita, CA 91355



SR. PROJECT MANAGER/VICE PRESIDENT | PSOMAS

Jeremy has 21 years of experience managing and providing design services of commercial, industrial, municipal, and residential development projects. He has prepared Storm Water Management Plans (SWMP) and Storm Water Pollution Prevention Plans (SWPPP), as well as tentative tract maps, drainage, grading, site utilities, road design, hydrology studies, engineering research/reports, and quantity/cost estimates.

SELECTED EXPERIENCE

City of Burbank, City Yard Services Building Drainage Burbank, CA

Conejo Rec & Park District, Oakbrook Service Yard Thousand Oaks, CA

City of Santa Clarita, Transit Maintenance Facility Driveway Entrance Design Santa Clarita, CA

City of Santa Clarita, Canyon Country Community Center, Regional Stormwater Infiltration System Santa Clarita, CA

California Department of General Services (DGS),
Oxnard Department of Motor Vehicles, Exterior Site &
Facade Improvements
Oxnard, CA

EDUCATION / AFFILIATIONS

Bachelor of Science in Civil Engineering
San Diego State University, San Diego, CA

Bachelor of Science in Aeronautical Engineering
Arizona State University, Tempe

Licensed Professional Engineer | Civil California 71475

Envision Sustainability Professional Institute for Sustainable Infrastructure

Qualified SWPPP Developer | Practitioner California Stormwater Quality Association, 20185



SR. PROJECT MANAGER | PSOMAS (BACK-UP PERSONAL)

David Martin has 38 years of experience in municipal civil engineering infrastructure, specializing in stormwater management, land development and drainage design. He has a broad engineering design and project management background and previously managed an independent multidisciplinary engineering design office.

SELECTED EXPERIENCE

Los Angeles County Fire Department, Fire Station 156 Santa Clarita, CA

Bakersfield U.S. Federal Courthouse Bakersfield, CA

 $City of Bakers field, Kaiser Permanente Sports \ Village, \\ Phase \ III$

Bakersfield, CA

County of Los Angeles Animal Care Center Palmdale, CA

Superior Court of California, County of Sacramento Sacramento, CA:

Martin Luther King. Jr. Multi–Service Ambulatory
Care Center
Los Angeles, CA

EDUCATION / AFFILIATIONS

Bachelor of Science in Civil Engineering University of Cape Town, South Africa

Diploma in Business Management

Damelin College

Qualified SWPPP Developer | California Board for Professional Engineers, Land Surveyors, and Geologists C74143

Envision Sustainability Professional Institute for Sustainable Infrastructure 4342



PROJECT HIGHLIGHT | PSOMAS

CITY OF BURBANK CITY YARD SERVICES BUILDING DRAINAGE | CIVIL ENGINEERING | BURBANK, CA

Psomas conducted a Low Impact Development Feasibility Analysis for the 9.5-acre City
Yard Services Building in Burbank, ensuring compliance with LID requirements. The analysis assessed site drainage, quantified stormwater runoff, and evaluated mitigation through BMP infiltration systems per City requirements.

Reference | Dean Pearson | City of Burbank Public Works Construction Superintendent (818)238-3817, dpearson@burbankCA.gov



PROJECT HIGHLIGHT | PSOMAS

KESSLER PARK DREAM FIELD PROJECT | CIVIL ENGINEERING | SAN BERNARDINO COUNTY, CA

Psomas is providing landscape architectural and engineering services for the Dream Field Project in San Bernardino County, transforming a little league field into a "Big League" experience. The design includes field reconfiguration, ADA-

compliant hardscape, upgraded fencing, covered dugouts, new bleachers, a scorer's booth, an electronic scoreboard, and a full synthetic turf field with grading and drainage.

Reference | Charles Hernandez | Kessler Park Project Manager | (909) 771-1272 charles.hernandez@sdd.sbcounty.gov

Proposed Staff/Team | 33

ARTIFACT

LANDSCAPE ARCHITECTURE

AGENCY ARTIFACT is a urbanism and landscape architecture studio based in Los Angeles, California. Our work ranges from garden to master plan across all public and private sectors. We

are proud to be a minority owned studio (MBE), delivering bold ideas for a more equitable public realm. We are an outcome-based studio working closely with clients and collaborators from concept to construction across the United States with experience in Canada, China, Vietnam, Mexico.

and Australia. Prior to forming Artifact our studio practiced at top firms around the world leading major urban landscape and planning projects including Grand Park, San Francisco Flowermart, the Hollywood Bowl, the Greek Theater, Altasea at the Port of Los Angeles, and Shanghai Disney Tomorrowland.

AGENCY ARTIFACT CONTACT:

Christopher Torres

Principal 310.908.1763 5522 W Pico Blvd, Los Angeles, CA 90019



CHRISTOPHER TORRES

RLA, ASLA, LAF

PRINCIPAL | AGENCY ARTIFACT

Chris is an award winning landscape architect and urban designer creating public spaces that merge extraordinary experiences, everyday culture and resilient systems. He has over a decade of domestic and international experience creating projects rang- ing from urban and ecological systems to site specific interventions. He founded Agency Artifact (MBE) as a civic design studio, creating ambitious placemaking experiences. He is currently leading projects such as the Fairplex Specific Plan with over 10,000 units of housing and re-envisioning the Norwalk Civic Center as a mixed-use entertainment destination with affordable housing

SELECTED EXPERIENCE

Shriners Campus | Landscape Architecture Services Pasadena. CA

Columbia Square | Landscape Architecture Services Los Angeles. CA

Vallarta Supermarkets | Corporate HQ Relocation Santa Claria, CA

USAHS | Campus Redesign San Marcos, CA

Tustin EOC | Landscape Architecture Services
Tustin, CA

Fairplex Master Plan | Master Planning Pomona, CA

Alameda Creative Campus | Landscape Architecture Services Burbank, CA

EDUCATION / AFFILIATIONS

Master of Landscape Architecture
UC Berkeley

Registered Landscape Architect CA 6666

ASLA LAF

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MELANIE BUFFA

SR. DESIGNER | AGENCY ARTIFACT (BACK-UP PERSONAL)

Melanie is a landscape designer with extensive construction documentation and administration experience, leading the implementation of projects ranging from public, multi-family housing and custom estates through-out Southern California. She brings

a deep knowledge of all aspects of horticulture and ecology of the varied climates of California. Prior to practicing in top design firms in both Central and Southern California, Melanie worked for large scale landscape contractors and commercial nurseries collaborating with designers and builders on complex landscape installations. Melanie's deep passion for helping communities transform through access to sustainable landscapes can be seen in all of her work

SELECTED EXPERIENCE

Alameda Creative Campus | Landscape Architecture Services

Burbank, CA

Bardas Echelon Campus | Office Campus Los Angeles, CA

Vallarta Supermarkets | Corporate HQ Relocation Santa Claria, CA

USAHS | Campus Redesign San Marcos, CA

Tustin EOC | Landscape Architecture Services Tustin, CA

Fairplex Master Plan | Master Planning Pomona, CA

Sepulveda Basin Vison Plan | Master Planning Los Angeles, CA

EDUCATION / AFFILIATIONS

Bachelor of Landscape Architecture
California Polytechnic University San Luis Obsipo

ASLA



PROJECT HIGHLIGHT | AGENCY ARTIFACT

SHRINERS CAMPUS | LANDSCAPE | PASADENA, CA

Each outdoor area reflects a unique aspect of Pasadena's ecology and culture—the San Gabriel foothills, farmland, and Rose Parade. Designed

by Agency Artifact, the space features strolling gardens, drought-tolerant plants, a sculptural fountain, and a large gathering area, providing flexible, inviting spaces for the center.



PROJECT HIGHLIGHT | AGENCY ARTIFACT

ALAMEDA CREATIVE CAMPUS | LANDSCAPE BURBANK, CA

The Alameda Creative Campus re-purposes an existing 130,00 sf office building to create series of flexible indoor and outdoor spaces for gathering and collaboration. The ground level courtyard consists of three outdoor rooms; the outdoor office with movable tables and chairs, the recreation room with ping pong tables and the back porch with lower lounging furniture.

Reference available upon request



SOLAR

TENCO SOLAR delivers three decades of expertise in designing and installing solar systems across California residential and commercial properties. As a full-service EPC provider, we oversee projects from contract signing to final approval without outsourcing. Our services extend to solar financing, tailored to maximize client returns. Our integrity, innovation, and technical proficiency ensure flawless project execution at any scale.

California businesses are increasingly choosing solar energy to meet their power needs and embrace sustainability. With over three decades of industry experience, TENCO SOLAR is the premier choice for commercial solar solutions.

We have many services, specializing in solar carport for commercial installations. They can do more than create shade and shelter vehicles from the sun and rain — they generate valuable electricity for your business and help keep our California skies clear and clean. Carports also

increase the value of your real estate and provide a sustainable source of electricity and revenue you can use to grow your business, reduce your carbon footprint, and lower your utility bills.

TENCO SOLAR CONTACT:

Dan Mcintyre Owner & President 714-970-4728 700 N. Valley Street, Suite C Anaheim, CA 92801



DANIEL MCINTYRE

OWNER & PRESIDENT | TENCO SOLAR

Dan, an alumnus of James Madison University and Duke University's Fuqua School of Business, holds a BS in Accounting and an MBA. With a rich background spanning finance, supply chain management, and operations, Dan has excelled in navigating complex business landscapes. In 2021, he and his partner Luis embarked on an ambitious venture, acquiring a stake in TENCO SOLAR and spearheading its expansion into the commercial market. Dan's visionary leadership culminated in his appointment as President and CEO of TENCO SOLAR in December 2022, where he continues to drive the company's growth and innovation in the renewable energy sector.

SELECTED EXPERIENCE

Lowe's Rancho Cucamonga | 799KW Rooftop Rancho Cucamonga CA

Holiday Inn Express | 161KW Rooftop + Carpor Yuba City, CA

Miracle Works Inc | 85KW Carport Monrovia, CA

Midway Sanitary District | 80KW Carport Westminster, CA

Visconti | 320KW Rooftop Los Angeles, CA

Lowes Jurupa Valley | 722KW Rooftop Jurupa Valley, CA

EDUCATION / AFFILIATIONS

Masters in Buisness
Duke University, The Fuqa School of Business

Bachelors of Science, Accounting James Madison University



MATT MITERA

FOUNDER & CHIEF DESIGN OFFICER | TENCO SOLAR (BACK-UP PERSONAL)

In 1997, Matt's entrepreneurial spirit led him to estab-lish TENCO SOLAR, initially focusing on residential and pool solar, so that he could better serve homeowners. Recognizing the shifting landscape, his work in the SoCal commercial market solidified TENCO's reputation as an industry innovator. Matt's commitment to TENCO SOLAR remains unwavering as he continues to serve as Chief Design Officer, drawing on his wealth of experience to guide the company forward. Clients still clamor for Matt's expertise, a testament to his enduring legacy and hands-on approach.

SELECTED EXPERIENCE

The Paseos at Ontario | 2.7 mega watts rooftop and carport

Ontario, CA

Vineyards Resort Ontario | 1.9 mega watts rooftop Ontario, CA

Orsini 838KW | Rooftop Los Angeles, CA

Comfort Inn | 143KW Rooftop Fontana, CA

01NE Mortgage | 80KW rooftop West Covina, CA

ACME Trading | 140KW Rooftop City of Industry, CA

ACME Trading, 140KW Rooftop
City of Industry CA

EDUCATION / AFFILIATIONS

Bachelors of Science, Business University of Washington



PROJECT HIGHLIGHT | TENCO SOLAR

RJ NOBLE | 1.1MW ROOF MOUNT SYSTEM | ORANGE, CA

With 70+ years of experience, The RJ Noble Company is Southern California's leading asphalt supply, transportation, and construction firm. It operates asphalt and crushing facilities in Orange, powered by ~4,000,000 kWh from SCE. TENCO SOLAR quickly completed engineering and secured the VNEM application for NEM.2.0 benefits. We used ZnShine 550W modules, accompanied by Solar Edge Inverters with P1101 Optimizers to ensure reduced costs for operations and Maintenance and ensure maximum output.



PROJECT HIGHLIGHT | TENCO SOLAR

UALITY GRINDING | 152.5KW ROOF MOUNT SYSTEM | BUENA PARK, CA

Quality Grinding had an older roof with ample space for a solar system and required no main panel upgrades. To take advantage of the space available while having limited impact on the roof, TENCO SOLAR opted to install a roof-mounted ballasted system that required limited roof penetrations with standard Net Energy metering interconnection. The PV equipment included in this install include SolarEdge inverters with DC optimizers and Canadian Solar 535w modules.

The entire system is protected by a 30-year equipment and labor warranty.

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REQUIRED STATEMENTS

SECTION A,B,C,D,E,F

(A) A STATEMENT THAT THIS RFP SHALL BE INCORPORATED IN ITS ENTIRETY AS A PART OF THE CONSULTANT'S PROPOSAL.

HGA acknowledges that this RFP shall be incorporated in its entirety as 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.

HGA acknowledges that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project upon execution of said Agreement 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."

HGA agrees that the Consultant's Services to be provided, and the associated fees, 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." on page 49.

(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.

HGA acknowledges that a separate section titled "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" will be included, if needed, containing a complete and detailed description of any exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent. These exceptions will take precedence over the terms outlined in the

RFP on page 49.

(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.

HGA has included a statement of qualifications applicable to this project, including the names, qualifications, and proposed duties of the Consultant's staff to be assigned. In the event that one or more of the Consultant's staff becomes unavailable, HGA will ensure that any substitution of staff will be of at least equal competence, subject to 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.

A resource allocation matrix has been submitted with this Proposa on page 21. For a more detailed breakdown of hours by title and firm, see the Cost Proposal Appendices titled Resource Allocation Detailed Breakdown on Page 6-7. (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.

HGA has included our highly qualified sub-consultant team, who bring relevant experience and expertise to this project. Please refer to their qualifications in Section 3, Proposed Staff/Team, Pages 27-37.

(H) A STATEMENT THAT THE CONSULTANT ACKNOWLEDGES AND UNDERSTANDS THAT THE CONSULTANT WILL NOT BE ALLOWED TO CHANGE THE SUBCONSULTANT WITHOUT WRITTEN PERMISSION FROM THE CITY.

HGA acknowledges and understands that the sub- consultant cannot be changed without prior written permission from the City.

(I) A STATEMENT THAT ALL CHARGES FOR CONSULTANT (CONSTRUCTION) SERVICES IS A "NOT-TO-EXCEED FEE" WHICH MUST INCLUDE CONSERVATIVELY ESTIMATED REIMBURSABLE EXPENSES, AS SUBMITTED WITH AND MADE A PART OF SAID CONSULTANT'S PROPOSAL.

HGA acknowledges that all charges for Consultant (construction) services are a "Not-to-Exceed Fee," which includes conservatively estimated reimbursable expenses, as submitted with and made a part of this 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.

HGA will document and provide the results of the work to the satisfaction of the City, which may include the preparation of field and final reports, or similar evidence demonstrating the 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.

HGA will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior to, 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.

HGA has included the Consultant's hourly rate schedule, which is part of this Proposal for invoicing progress payments and extra work and an itemized cost breakdown is submitted in a separate "Cost File." All extra work will require prior approval from the City.

(M) A STATEMENT THAT THE CONSULTANT WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, AGE, DISABILITY, SEXUAL ORIENTATION, GENDER IDENTITY, OR ANY OTHER PROTECTED CLASS.

HGA affirms that it will not discriminate against any employee or applicant for employment based on race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity, or any other protected class.

(N) A STATEMENT THAT ALL FEDERAL LAWS AND REGULATIONS SHALL BE ADHERED TO NOTWITHSTANDING ANY STATE OR LOCAL LAWS AND REGULATIONS. IN A CASE OF CONFLICT BETWEEN FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS THE STRICTEST SHALL BE ADHERED TO.

HGA acknowledges that all federal laws and regulations shall be adhered to, regardless of any state or local laws and regulations. In the case of a conflict between federal, state, or local laws, the strictest will be followed. (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.

HGA agrees to allow all authorized federal, state, county, and City officials access to the place of work, books, documents, papers, fiscal records, payroll materials, and other relevant contract records related to this project. All relevant records will 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.

HGA agrees to comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), the implementing regulations (29 CFR Section 1, 5), any amendments, and the California Labor Code. This includes adhering to the "Federal Labor Standards Provisions," "Federal Prevailing Wage Decision," and State of California prevailing wage rates, as applicable.

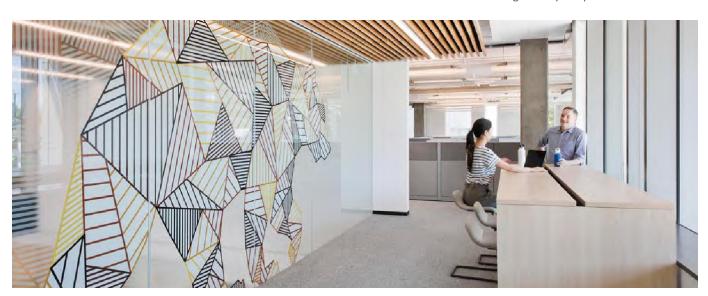
(Q) A STATEMENT THAT THE CONSULTANT SHALL COMPLY WITH THE COPELAND ANTI-KICKBACK ACT (18 USC 874) AND THE IMPLEMENTATION REGULATION (29 CFR 3) ISSUED PURSUANT THERETO, AND ANY AMENDMENTS THEREOF.

HGA agrees to comply with the Copeland Anti- Kickback Act (18 USC 874) and the implementing regulations (29 CFR 3) issued pursuant thereto, as well as 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.

HGA 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 become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.



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REQUIRED FORMS

Hammel, Green and

The undersigned declares:

NONCOLLUSION DECLARATION

(To be executed by Bidder and Submitted with Bid)

I am theIn-Charge of Abrahamson, Inc., 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

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 2/20/25 [date], at Santa Monica [city], California [state].

Ву:	W-H-
	(signature)
Printed Name:	Fielding Featherston
Principal - Ir Title:	n - Charge

NAME OF BIDDER: Psomas

Prime Contractors shall be governed by the provisions of the Subletting and Subcontracting Fair Practices Act (California Public Contract Code § 4100 *et seq.*), Bidders shall designate and submit their Bids, the name, business location (city), and portion of the work (type of work) of each subcontractor required to be listed. Starting July 1, 2014, California Assembly Bill 44 will **require** the inclusion of the California contractor license number for each subcontractor. The City may request that the three (3) lowest Bidders submit the additional information identified in this form within 24 hours after the City's written request.

Do not list alternate subcontractors for the same work. If a Bidder fails to specify a subcontractor or lists more than one subcontractor for any portion of the work in excess of one-half (1/2) of one percent (1%), Bidder shall be deemed to have agreed that it is fully qualified to perform and will perform that portion of the Work itself. No Prime Contractor shall substitute any person as subcontractor in place of the subcontractor listed nor shall any subcontract be assigned or transferred except as provided for in the Subletting and Subcontracting Fair Practices Act.

Prime Contractors in violation of any of the provisions of the Subletting and Subcontracting Fair Practices Act are subject to possible cancellation of the Contract and monetary penalties as well as disciplinary action by the Contractors State License Board.

NAME Jeremy Johnson	CSLB and CADIR 1000010904
TELEPHONE (661) 219-6000	PORTION (TYPE) OF WORK:: Civil Engineering
ADDRESS 1650 Spruce Street, Suite 400	BID AMOUNT % OF ITEM TOTAL BID
CITY, ZIP Riverside, CA 9250	TBD

NAME OF BIDDER: <u>Agency Artifact, INC</u>

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	CA RLA # 6666	
Landsca	PORTION (TYPE) OF WORK:: Landscape Architecture, Professional Services only	
BID ITEM NOS.	AMOUNT	% OF TOTAL BID
	Landsca Services BID ITEM	Services only BID AMOUNT ITEM

NAME OF BIDDER: AMA Group	
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NAME Christopher Carson (AMA Group)	CSLB and CADIR N/A
TELEPHONE (310) 846-4666 PORTION (TYPE) OF MEP	
ADDRESS 2155 Campus Drive – Suite 220	BID AMOUNT % OF TOTAL NOS. BID
CITY, ZIP , El Segundo, CA 90245	N/A N/A N/A

NAME	OF BIDDER:	TENCO Solar Inc.	

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NAME	CSLB and CADIR
Your Solar Plans	NA
TELEPHONE	PORTION (TYPE) OF WORK::
844-PV-ELITE	Engineering
ADDRESS	BID AMOUNT % OF
3000 East Birch Street, Suite 201,	ITEM TOTAL BID
CITY, ZIP	\$19,310.00 50
Brea, 92821	

NAME Static Steel	CSLB and CADIR 1073361
TELEPHONE	PORTION (TYPE) OF WORK::
928-378-8444	Structural Engineering
ADDRESS 3623 Crossings Dr Suite 314	BID AMOUNT % OF TOTAL NOS. BID
CITY, ZIP Prescott, AZ 86305	\$19,310.00 50

6

ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL

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(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.

HGA confirms that the City's proposed language is acceptable.

8.4.1 on page 16 of the RFP: 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 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 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.

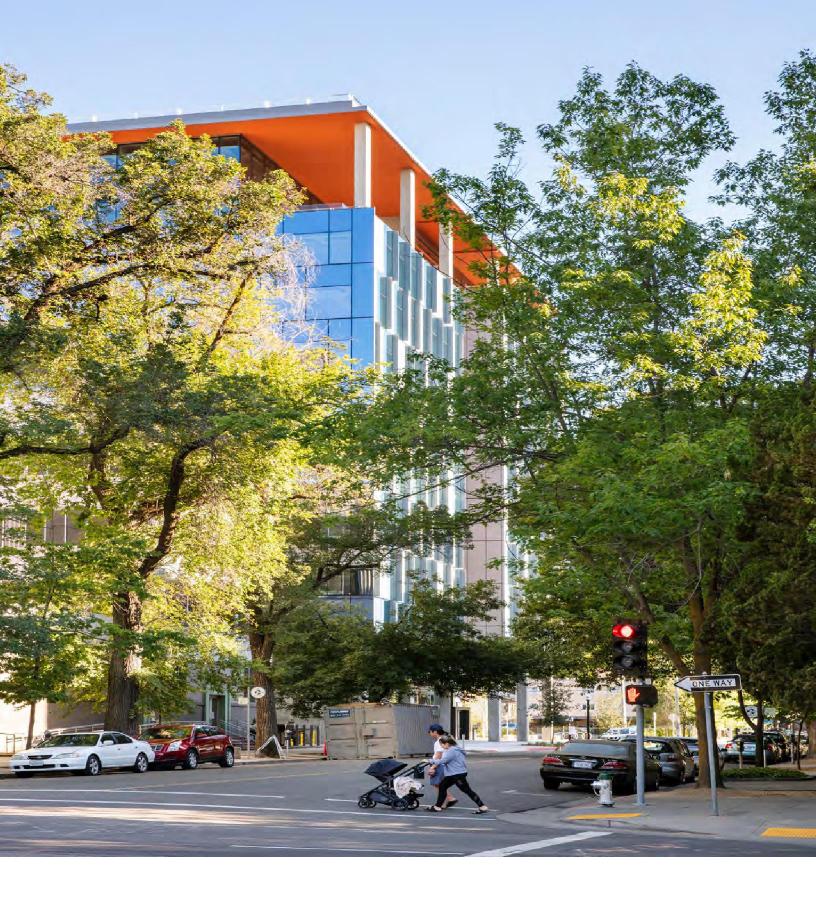




EXHIBIT B

CITY RESPONSIBILITIES

The City of Moreno Valley is responsible for the following:

- A. Providing requests for service, access to sites to perform evaluations for estimates and/ or project work, and coordinating site visits;
- B. Providing purchase orders or other written authorization to confirm the approval of work;
- C. Providing materials when the scope of work so indicates; and
- D. Funding all required City permits, excluding a City of Moreno Valley business license.

EXHIBIT C

TERMS OF PAYMENT

- 1. The Vendor's compensation shall not exceed \$375,889.00.
- 2. The Vendor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaininga City of Moreno Valley business license are located at: https://moval.gov/departments/financial-mgmt-svcs/svc-biz-license.html
- 3. The Vendor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been completed. The Vendor will submit all original invoices to Accounts Payable staff at Accounts Payable@moval.org
 - a. Accounts Payable questions can be directed to (951) 413-3073.
 - b. Copies of invoices may be submitted to MVU at mvuinvoices@moval.org or calls directed to (951) 413-3500.
- 4. The Vendor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf
- 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 Vendor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
- 7. <u>Reimbursement for Expenses</u>. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.
- 8. <u>Maintenance and Inspection</u>. Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
- 9. Non-Performance Damages/Penalties. The Vendor has agreed to non-performance damages/penalties with respect to Vendor's failure to complete the Work within the Agreement Time intervals and/or frequencies as set forth in this agreement and/or in the Scope of Work, or as directed by the City. For each of the categories set forth hereinabove, the penal sum of 1% of the total amount remaining to be paid to Vendor under this Agreement per working day will be assessed for each working day the non-performance remains uncorrected. If non-performance damages/penalties are to be assessed, the Vendor will be notified immediately by written email, facsimile transmission, letter, or by telephone. The Vendor will not be assessed non-performance damage/penalties for delays caused by the City or are deemed outside the Vendor's control by the City.

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

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

City may at any time deduct non-performance damages/penalties as are payable hereunder from money due or to become due to Vendor, or pursue any other legal remedy to collect such non-performance damages/penalties from Vendor and/or its Insurance, Surety, etc.. Neither the City's failure or delay in deducting non-performing damages/penalties from payments otherwise due Vendor, nor City's failure or delay in

notifying Vendor of the accrual of non-performance damages/penalties, shall be deemed a waiver of City's right to non-performance damages/penalties.

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

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

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