REQUEST FOR PROPOSAL 2025-001

PROFESSIONAL CONSULTANT DESIGN SERVICES FOR ADA CURB RAMP REMEDIATION PROJECT NO. 801 0109

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



RELEASE DATE: January 22, 2025

DEADLINE FOR QUESTIONS: February 11, 2025

RESPONSE DEADLINE: February 28, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Moreno Valley REQUEST FOR PROPOSAL

PROFESSIONAL CONSULTANT DESIGN SERVICES FOR ADA CURB RAMP REMEDIATION PROJECT NO. 801 0109

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- D Exhibit 10-O1 Consultant Proposal DBE Commitment
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1. NOTICE TO BIDDERS

1.1. Summary

The City of Moreno Valley is seeking Professional Design Consultant Services for the construction of Americans with Disabilities Act (ADA) compliant directional ramps at 27 proposed intersections for a total of 66 ramps. Sidewalk panels and bottom landing areas will be adjacent to the ADA ramp improvements. One intersection signal upgrade will also be implemented.

You are hereby invited to submit a proposal for providing Professional Design Consultant Services for the Transportation Engineering Division. The selected consultants could be retained to serve the City for a period of six (6) months subject to the approval of the City Council.

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

1.2. Background

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

1.3. Timeline

Due Dates and RFP-Contract Award Schedule

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

RFP Release Date	January 22, 2025
Questions & Answer Deadline	February 11, 2025, 2:00pm
Proposal Due Date	February 28, 2025, 2:00pm

2. GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

<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 60 Days after the due date.

3. PROPOSAL CONTENT

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

3.1. Executive Summary

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

3.2. <u>Technical Proposal</u>

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

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

3.3. Proposed Staff/Team

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

3.4. Required Statements

The Consultant's Proposal shall include the following:

- A. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
- B. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
- C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (if needed) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
- F. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project design schedule are required of both the primary consultant, as well as any sub-consultant. In addition, the applicable construction support services consultant must list the type and number or hours of geotechnical tests being proposed, as well as the type and number of hours of inspection or survey work within the Proposal. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. The construction support services Consultant is not required to provide a Project Schedule with milestones.
- G. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.
- H. A statement that the Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.
- 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 C Non-Collusion Declaration
- B. Exhibit 10-O1 Consultant Proposal DBE Commitment
- C. Exhibit 10-Q Disclosure of Lobbying Activities

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 Design Consultant Services shall have the knowledge of:

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

The proposed staff shall also possess the ability to:

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

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

4.3. Education, Training and Licenses:

Registered Professional Civil Engineer License.

5. SUBMISSION OF PROPOSALS

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

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

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

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

6. EVALUATION AND RANKING OF PROPOSALS

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

7. 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.
- D. Prices shall be negotiated for each mutually exercised optional renewal period.

8. SPECIAL TERMS AND CONDITIONS

8.1. Termination

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

8.2. <u>Public Employees Retirement Law (CalPERS)</u>

- 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 Professional Design Consultant 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. <u>Indemnification</u>

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

9. SCOPE OF SERVICES

9.1. Project Summary

The overall project scope includes the construction of Americans with Disabilities Act (ADA) compliant directional ramps at 27 proposed intersections for a total of 66 ramps. Sidewalk panels and bottom landing areas will be adjacent to the ADA ramp improvements. One intersection signal upgrade will also be implemented. This solicitation is for the Plans, Specifications, & Estimate (PS&E) phase related to this project.

The majority of the selected project locations lie in disadvantaged community tracts, in accordance with the definitions mentioned in this application of qualifiers of such tracts, as results indicate by the CalEnviroScreen 4.0 tool and the Healthy Places Index (HPI) tool. The selected locations are not ADA compliant which makes it difficult for people with disabilities as well as pedestrians of all ages alike to cross safely. The features of an ADA compliant ramp include: compliant slopes (and cross slopes), truncated domes, proper landing area at the top of the ramp, minimum slopes for sidewalks, amongst others. The selected 66 ramps at the locations are not ADA compliant. Benefits of completion of this project includes increased pedestrian safety when crossing as well as a reduction in human error factors by visually informing the motorized vehicles to be alert and/or proceed with caution in the approaching intersection. The visual cues will inform the motorized vehicles to be alert in the approaching intersections for the potential crossing of pedestrians and/or bicyclists. The truncated domes (which are typically a bright yellow color) are able to help to provide these visual cues to drivers that in the intersection that pedestrians including children, elderly and those who may have disabilities may be crossing. As a result of the ADA ramps, the motorized vehicles will proceed slower and be more alert. Pedestrians of all ages will be able to safely reach his or her destination in time and in a safely manner.

9.2. Task Deliverables

This Request for Proposal (RFP) is for the Plans, Specifications, & Estimate (PS&E) phase The Consultant shall prepare all necessary design plans, specification and estimates, etc. so that the City of Moreno Valley is able to proceed to the (CE) Construction Engineering Phase for this project. Additionally, "before" user (Bicycle and Pedestrian) counts shall be conducted. The following information must be documented at each count location: Location Number, Location Description, Count Type: either Pedestrian/Bicycle, Category, Count Method, Quantity, Unit, Begin Date, End Date.

10. LABOR LAWS, PREVAILING WAGE

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

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

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

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

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

11. Vendor Questionnaire

11.1. Required Response Template*

Please download the below documents, complete, and upload.

• A - Required Response Templ...

11.2. Special Provisions*

Please download the below documents, complete, and upload.

• B - Special Provisions.pdf

11.3. Client References*

Please download the below documents, complete, and upload.

• C - Client References.pdf

11.4. Non-Collusion Declaration*

Please download the below documents, complete, and upload.

• Non-Collusion Declaration.pdf

11.5. Please upload Proposal*

11.6. Please upload Cost Proposal*

^{*}Response required

^{*}Response required

^{*}Response required

^{*}Response required

^{*}Response required

^{*}Response required

EXHIBIT B

CONSULTANT PROPOSAL



Building Communities. Improving Lives.

FEBRUARY 28, 2025

City of Moreno Valley

RESPONSE TO RFP 2025-001

ADA Curb Ramp Remediation Project No. 801 0109







Chase Keys, PE

1260 Corona Pointe Court Corona, CA 92879

Direct 951.970.6879. + Office 855.900.4742

ckeys@hrgreen.com







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3.1 Executive Summary

Required Information

HR Green Pacific, Inc., 1260 Corona Pointe Court, Suite 305, Corona, CA 92879, Phone: 855.900.4742, Fax: 713.965.0044, Email: ckeys@hrgreen.com, Website: www.HRGreen.com. HR Green is an employee-owned California Corporation. Some of the corporate officers include: Richard White, President; Jason Poppen, Secretary, Chris Blevins, CFO, and Timothy J. Hartnett, Vice President (authorized to sign for HR Green Pacific, Inc.) Additional corporate officers can be provided if requested. All of the above are authorized to make commitments for our company.

HR Green was founded in 1913 and is celebrating more than 110 years of engineering and design experience. We currently have more than 750 employees with 60+ staff based in Southern California.

Proposal Summary

The Americans with Disabilities Act (ADA) became effective on July 26, 1990. Since that time, municipalities and governing agencies have worked to correct deficiencies in access to public facilities. HR Green has been a driving force in correcting those deficiencies nationwide. Furthermore, **HR Green has remediated** more than 200 ramps in Moreno Valley as part of the Citywide Pavement Rehabilitation Project, completed in 2022.

HR Green plans to utilize the same design team that previously completed the PA/ED phase of the project for the City. Our team has already performed a thorough field review of each individual site and has detailed notes for potential obstructions to provide an accessible design. We have also laid out our idea of the most efficient layout of each ramp. Our advantage is unmatched as we are able to quickly and efficiently obtain detailed topographic survey and immediately begin final design for each individual corner location.

Our team is committed to the on-going and successful implementation of providing the necessary design services listed in the RFP.

WHY HR GREEN IS BEST SUITED TO DELIVER THESE SERVICES

- ▶ Continuity of Project Staff. HR Green previously assisted the City with the completion of the PA/ED phase of this project and helped prepare the documentation submitted to Caltrans Local Assistance to authorize the funding for final design.
- ► We know Moreno Valley's ADA Curb Ramp Remediation Needs. We have recent curb ramp design remediation experience with the City of Moreno Valley, with over 200 ramps remediated as part of the Citywide Pavement Rehabilitation Project completed in 2022.
- Active Transportation Program Proficiency. HR
 Green brings a proven track record in the planning,
 design, and construction management of ATP funded
 projects throughout Southern California. Our team
 has incorporated the same projects desired by the
 City of Moreno Valley to achieve accessibility, multimodal mobility, safety, green infrastructure, equity/
 quality of life, technology smart systems, and resilience
 throughout the country.
- ▶ Unparalleled Project Approval Experience. Broad experience in providing innovative remediation design strategies on ramps and other facilities to maximize available funding to municipalities throughout Riverside County and Southern California.
- Cost Effectiveness of Design. Led by our Project Manager, Chase Keys, PE and engineering design team, we can quickly analyze the existing improvements and design a cost-effective solution for the City. Our engineers and AutoCAD designers are highly skilled at preparing plans that can be incorporated into the City's specifications with minimal review enabling the city to get to bid quickly.
- ➤ Award Winning Roadway Design Track Record.

 We will protect the City's best interests by providing comprehensive, quality, responsive, technically proficient and timely services. You can have confidence that our staff will protect your interests, anticipate your needs, and proactively communicate with you throughout the project approval phase.



3.2 Technical Proposal

Understanding and Approach

HR Green understands that the City wishes to advance the ADA Curb Ramp Remediation Project from the PA/ED phase into final design by completing detailed designs for each of the 27 intersections. Our team previously completed the PA/ED phase and helped the City request the funding to move into final design. As part of our planning efforts, we have identified a total of 90 curb ramps. This is greater than the identified 66 in the RFP due to several of the intersections requiring more than one ramp per corner to provide bi-directional ramps to accommodate crossing in both directions. Designing these accessible facilities is crucial to enhancing pedestrian safety, accessibility, and compliance with the latest ADA standards.

Project Kick-off and Initial Assessment

It is crucial to engage appropriate City staff and other key stakeholders early to gather input and identify site specific concerns. This will also include a thorough review of the City's ADA Transition Plan and any ADA Policy. This phase also includes site specific topographic survey at each location. Since our team has previously completed a detailed site assessment and records research of each individual intersection we can quickly jump into final design after completion of survey. Our previously prepared field notes identified type of existing ramp, proposed ramp type, utilities, landscape, or any other obstruction that need to be considered during design.

Conceptual Design

Our conceptual design phase will mainly include reviewing in detail the previously prepared conceptual layouts of each location. We had previously laid out various ramp types that best fit each particular location. Ramp types include perpendicular, non-perpendicular and skewed perpendicular directional ramps, parallel ramps, diagonal ramps, and blended transitions. Our team, in coordination with City staff will finalize the layout of the most efficient and least impactful ramp types while still meeting the latest ADA guidelines and City Policy.

These refined conceptual layouts will be visual only for City review and approval to move forward to preliminary design. They will identify the type and layout of the ramp with general dimensions while also showing tactile paving and push button locations, if appropriate. These

layouts will also look at multi-modal and traffic calming measures if applicable. Improvements could include raised crosswalks, curb extensions, separate bicycle push buttons, high-visibility markings and signage to make crossings safer and more user friendly. Traffic calming measures, if appropriate, will be discussed in detail with City staff prior to proceeding with any design.

Utility Coordination

We will commence public and private franchise utility coordination efforts immediately after the project begins. We understand the importance of the early identification of any utility relocations needed to accommodate the design of compliant access ramps due to the lengthy time it can take to plan and design the relocations.

HR Green is a member of the USA Dig Alert design service, from which we can download contact information to obtain plans of existing utilities within the project limits. As the City also maintains a list of utility contacts, HR Green will combine that information with what is provided via Dig Alert to complete a comprehensive list of contacts.

Copies of all communication with the utility companies and the utility disposition matrix will be kept throughout the project and will be submitted to the City with each progress submittal.

Pedestrian Push Buttons

When ramps are designed at locations with signalized intersections, the locations of pedestrian push buttons is vital. First, our design will look to preserve the existing push buttons where possible. If relocation is required to provide compliance we will look at the various factors such as proximity to crosswalk, distance from curb face, distance from additional push buttons, clear space around push button, and push button height. We will also provide adequate signage and review the push buttons themselves to meet the latest ADA standards such as auditory and haptic feedback.

Preliminary and Final Design

Based on the approved layouts as part of the conceptual phase we will then move into preliminary and final design. These plans will now include all appropriate elevation, dimension, and slope call outs as well as the reconstruction of necessary roadway intersections, cross



gutters, spandrels, and adjacent sidewalk. We will also identify how these improvements affect adjacent private property improvements and provide details on drainage solutions to prevent water accumulation. The preliminary plans will confirm whether or not the conceptual ramp layouts were feasible to build at each specific location based on site constraints. These plans will validate the ADA compliance and user accessibility at each location.

Cost estimates will be provided at each stage of the design to check that costs are tracking with available City budgets for construction.





Detailed Scope of Services

PHASE 1 – PROJECT MANAGEMENT / COORDINATION / MEETINGS

Upon receipt of the Notice to Proceed, a project kick-off meeting will be held to provide an opportunity for the HR Green design team and City Staff to discuss the goals of the City and the project requirements. Minutes of this and all subsequent meetings will be prepared and document subjects discussed, decisions made, and determine specific action items and their responsible parties. Progress meetings will be held monthly (or at a different frequency as determined by City staff) to discuss design, compare cost estimates with available budgets, and to obtain City feedback/approval on progress made. Progress reports will be prepared monthly to update City staff throughout the design process. In addition, we will coordinate with other affected stakeholders. This phase also includes budget oversight, adherence to scheduling, and general coordination. Up to three in-person meetings are included within this scope.

Phase One Deliverables:

- ► Meeting agendas/minutes
- ► Monthly progress reports
- ► Schedule updates
- ► Invoicing

PHASE 2 – PROJECT RESEARCH AND INVESTIGATION

TASK 2.1 - DOCUMENT RESEARCH

HR Green will work with the City staff to obtain all readily available as-built plans and record maps to aid in the drawing of the project base map exhibits for each intersection. HR Green will also work with the City staff to obtain available maintenance records, striping changes, traffic signal mods, and accident reports related or in close proximity to the listed intersections.

TASK 2.2 – BEFORE BICYCLE AND PEDESTRIAN COUNTS

Counts Unlimited, Inc. will perform "before" user (Bicycle and Pedestrian) counts at the 27 identified locations. Counts will be conducted on one weekday for a two hour AM and two hour PM peak period and one Saturday 2 hour peak period. Bicycle and Pedestrian counts will be conducted with temporarily placed traffic video cameras



at each location and peak time will be determined by user traffic. All traffic counts will be conducted at all locations on the same days. All data collection will comply with the Interim Count Methodology Guidance for Active Transportation Program.

TASK 2.3 - FIELD RECONNAISSANCE

HR Green will perform a thorough field review of each project intersection to gain a good understanding of the existing conditions. The field work will also identify any areas of failed curb/gutter, sidewalk and driveway approach and AC pavement.

This task includes a thorough visual evaluation and preliminary field engineering to determine the most feasible and cost effective remediation strategy for each ramp, as well as any obstructions that may interfere with the compliance of the ramp, such as utilities or signal equipment. We will determine whether the existing ramp needs to be replaced or if it can be modified to be compliant or substantially compliant with ADA standards. Thorough field notes will be provided to the City and saved in the project files.

TASK 2.4 - TOPOGRAPHIC SURVEY

We will first perform control survey based on CCS83 coordinates and establish vertical control based on established City of Moreno Valley or Riverside County bench marks. Detailed topographic survey will then be obtained at each location extending 20' beyond the curb returns. At intersections where all corners are to be replaced we will survey the entire intersection. When less we will survey the crosswalk areas between adjoining corners. Intersections will be included in order to design an accessible pedestrian pathway across each affected roadway. We will then map each location utilizing ROW and centerline records obtained from record maps and assessor's data from Riverside County and reduced field data preparing a 1"=20' topographic map with 1' contour intervals.

Phase Two Deliverables:

- ▶ Before user traffic counts
- ► Topographic survey and base maps
- ► Ramp inventory/evaluation
- ► Field notes with photos

Note: A portion of this Phase 2 scope has been completed as part of our PA/ED phase services.

However, we did not want to delete the scope in its entirety to be compliant with the conditions of the RFP.

PHASE 3 – UTILITY RESEARCH AND NOTIFICATION

HR Green is a member of the USA Dig Alert design service, from which we can download contact information to obtain plans of existing utilities within the project limits. If the City also maintains a list of utility contacts HR Green will combine that information with what is provided via Dig Alert to complete a comprehensive list of contacts.

HR Green will contact this list of potentially affected utilities early in the project using the City's standard utility letter format. If the City does not have a preferred format, HR Green will provide a sample for the City's review and approval. It is important to gather utility information as early as possible to complete the base mapping for the project. All utilities will be shown on the proposed improvement plans.

A total of three utility notification letters will be sent out through the course of the project:

- ► 1st Letter Shortly after the Notice to Proceed is issued requesting utility information
- ➤ 2nd Letter After the completion of the 60% plans to confirm proper location of existing facilities and serve as a "Notice to Prepare to Relocate" if deemed necessary
- ➤ 3rd Letter After completion of 100% plans and serve as the "Notice to Relocate Immediately" if deemed necessary

Copies of all communication with the utility companies and the utility disposition matrix will be kept throughout the project and will be submitted to the City with each progress submittal.

Phase Three Deliverables:

- ▶ Utility notification letters
- ► Copies of utility correspondence
- ▶ Utility coordination matrix



PHASE 4 - ENGINEERING DESIGN

TASK 4.1 - PROJECT PLANS

HR Green staff will combine all the data gathered from Phases 2 and 3, and create and refine the conceptual layouts of each ramp included in our PA/ED deliverables. Ramp types include perpendicular, non-perpendicular and skewed perpendicular directional ramps, parallel ramps, diagonal ramps, and blended transitions. Our team, in coordination with City staff will finalize the layout of the most efficient and least impactful ramp types while still meeting the latest ADA guidelines and City Policy. Conceptual plans will identify the type and layout the ramp with general dimensions while also showing tactile paving and push button locations, if appropriate. These layouts will also look at multi-modal and traffic calming measures if applicable. Improvements could include raised crosswalks, curb extensions, separate bicycle push buttons, high-visibility markings and signage to make crossings safer and more user friendly. Traffic calming measures, if appropriate, will be discussed in detail with City staff prior to proceeding with any design.

After approval of the revised conceptual layouts we will move forward to preliminary design (roughly 60%). These plans will now include all appropriate elevation, dimension, and slope call outs as well as the reconstruction of necessary roadway intersections, cross gutters, spandrels, and adjacent sidewalk. We will also identify how these improvements affect adjacent private property improvements and details on drainage solutions to prevent water accumulation. The preliminary plans will confirm whether or not the conceptual ramp layouts were feasible to build at each specific location based on site constraints. These plans will validate the ADA compliance and user accessibility at each location. Preliminary plans will be submitted for City review and concurrence on the design.

After receiving comments on the 60% plans we will proceed to the final design check plans (roughly 90%). After review and comments we will then proceed to final bid ready construction documents.

Plan sheets will include:

- ► Title Sheet
- Overview Map and Notes
- ► Intersection Detail Sheets (10-scale)
- ► Signal Modification Sheet

TASK 4.2 - SPECIFICATIONS

HR Green will prepare contract documents using the City's template and reference the Standard Specifications for Public Works Construction (Greenbook), Caltrans Standard Specifications, and the CA MUTCD. Any comments from the City on the draft contract documents will be addressed and the final signed and sealed contract documents will be provided for City approval and signature.

TASK 4.3 – OPINION OF PROBABLE CONSTRUCTION COSTS

HR Green will prepare an opinion of probable construction costs for verification of project budget and assistance during the bidding process. Measurements of units will be contained in the specifications with additional detail for lump sum items as necessary. Unit prices will be derived from current bid information on similar work within the area.

Phase Four Deliverables:

- ▶ 30% conceptual plans and cost estimate
- ▶ 60% preliminary design plans and cost estimate
- ▶ 90% check plan design PS&E
- ► Final design PS&E



Quality Assurance and Control Program

HR Green understands that any Quality Assurance (QA) and Quality Control (QC) process relies on more than just a quality product; it relies on the processes and management that it takes to deliver that product. The benefit of this to the City is working with a consultant who has established a Quality Management Plan that is distributed company-wide, streamlining processes and identifying roles on a project-by-project basis.

Tina York, PE, will be the QA/QC Manager for this project with the responsibility of verifying that the QC processes outlined in the Quality Management Plan are adhered to by using an ongoing QA audit process.

Quality Assurance / Quality Control Program Elements

1. Quality Management Plan (QMP)

A QMP will be prepared by the Project Manager and approved by the Quality Manager for each project. It will be reviewed and adopted by the team at the kickoff meeting. This plan will set forth the quality control and assurance procedures to be used, key staff and their roles and schedules for the various reviews to be conducted.

2. Risk Management Plan

A Risk Management meeting will be held and a Risk Management Plan will be prepared. The purpose of this plan is to identify and mitigate technical risks which would endanger the project schedule or budget. This meeting is chaired by the Project Manager assisted by the QM and includes all discipline leads. Example risks include determining acquisition needs, construction costs, and permitting. All three of these can delay the project, but early identification and mitigation will help keep the project moving.

3. Intra-Discipline Check

Ongoing quality control checking of documents will be the responsibility of the Task Leaders in accordance with the project QMP. The Task Leader will perform the check or assign an experienced member of the designer's discipline to complete the check. In addition, a QA review will take place prior to contract submittals to affirm the QC procedures have been followed.

4. Inter-Discipline Reviews

These reviews focus on coordination between disciplines, interference checks and systems integration. This review would take place before each submittal and be performed by senior technical staff with experience in multiple disciplines.



5. Constructibility / Value Engineering Review

Prior to each contractual submittal, a Constructibility/ value engineering review will take place. This review is performed by construction staff and focuses on construction methods and techniques to identify problems and optimize schedule and cost.

6. Peer Reviews

Prior to the conceptual design completion submittal, a peer review will be performed by a senior engineer not previously involved with the project. The focus of this review will include key elements as well as mitigation issues from the Risk Management Plan.

Each team member has specific quality assurance responsibilities; however, the primary responsibility for quality assurance rests with the Project Manager. The project manager is responsible for client communications, acts as the liaison among the project team members, and is responsible for meeting the project schedule.



Related Experience

City of Rancho Cucamonga Miscellaneous ADA Ramp Improvements



In conjunction with several street improvement projects over the last couple of years, nearly **150 ADA access ramps were removed and replaced to comply with current ADA standards**. This included topographic survey of each ramp with a detailed design included all relevant grade/ elevation information to aid the contractor during construction. The plans also include the replacement

Romeo David Associate Engineer

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of ADA push buttons to confirm they were properly placed and compliant.

Design Completed: 2020

"I would like to express our sincere appreciation to HR Green for their contribution to delivering Civil Design project plans to our Engineering Department. We thank HR Green for their professionalism and experience in providing Civil Design for various projects. We highly recommended the HR Green team to anyone who looks for a guaranteed quality of service level."

Romeo David Associate Engineer City of Rancho Cucamonga

City of Pomona

Pomona Transit Center ADA Improvements



The Pomona Transit Center covers more than 11.5 acres of varying ADA facilities, such as street sidewalks, raised and elongated driveways, curb return ramps, stairs and wheelchair ramps, that serve bus, train, and vehicular pedestrian traffic, train platforms and train crossings. More than 50 non-compliant ADA issues needed to be rectified.

Matt Pilarz Principal Civil Engineer

City of Pomona 505 South Garey Avenue Pomona, CA 91766

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The City has engaged HR Green to provide full plan preparation for remediation of all non-compliance ADA issues within the 11.5 acre Pomona Transit Center (TC) campus. This work involves coordination with Union Pacific Railroad, Amtrak, and Omni-Bus agencies to address ROW and extent of improvements with other projects that are in the design/construction phase. The City is also incorporating surface street improvements and road rehabilitation where needed throughout the TC (3) most impacted streets: Main Street, Commercial Street, and N. Thomas Street. The project is set to start construction in August of 2024.

This project will bring the Pomona TC campus in compliance with current ADA regulations and interface with existing and future improvements being constructed by the City, Amtrak, and Omni-Bus. Replacement of block lengths of sidewalk and driveways, reconfiguration and regrading of ADA parking stalls and wheelchair ramps will greatly enhance the accessibility and usability for all pedestrians and vehicular traffic throughout the campus.



City of Jurupa Valley Mission Boulevard ADA Improvements



HR Green was hired to evaluate the existing **ADA facilities along Mission Boulevard between** San Sevaine Way and Valley Way. This involved a detailed field reconnaissance to evaluate the compliance of each ramp, potential for utility conflicts, signing/striping improvements needed, and whether or not survey and detailed designs would be necessary.

Rod Butler City Manager

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In addition, we provided a detailed cost estimate for each location. In the end, this

early evaluation led to the preparation of bid documents to upgrade 51 individual ramps at 20 intersections along the corridor. Notes were provided for each ramp identifying the type and case of existing ramp, any visible conflicts, necessary signing or striping adjustments, and the proposed ramp type. All ramps referenced Caltrans Standard Plans. Our scope also involved the survey and detailed design of ramps that could not easily reference a standard plan as part of a future construction budget once budget allowed.

Rod Butler, City Manager, City of Jurupa Valley

City of Diamond Bar Area 2 ADA Curb Ramp Improvements



HR Green was responsible for the design and reconstruction of 16 residential neighborhood ADA **curb ramps**. The City is naturally hilly which creates challenges when trying to achieve ADA compliance at the corner of two very steep streets. The design team performed thorough field reviews of each ramp to identify existing grades and utilities and private improvements that could conflict with the construction

Fabian P. Aoun, PE **Associate Engineer**

City of Diamond Bar 21810 Copley Dr.

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of each ramp. A data table was then prepared which instructed the contractor which type of ramp to construct based on the Standard Plans for Public Works Construction (SPPWC) as well as any other

improvements that would be required.

[&]quot;The City of Jurupa Valley continues to be very pleased with the services that we are receiving from HR Green. HR Green provides highly competent and experienced staff at reasonable hourly rates. In an active and fast-growing city like Jurupa Valley, being able to supplement our internal team with well-managed contract staff makes us all the more effective in serving our residents and the development community.'

Resource Allocation Matrix

HR GREEN - RESOURCE ALLOCATION MATRIX

PROJECT NAME: ADA CURB RAMP REMEDIATION PROJECT NO. 801 0 109 HRG PROJECT NUMBER: 2502108

CLIENT: CITY OF MORENO VALLEY
CLIENT CONTACT: TBD
PROJECT MANAGER: CHASE KEYS

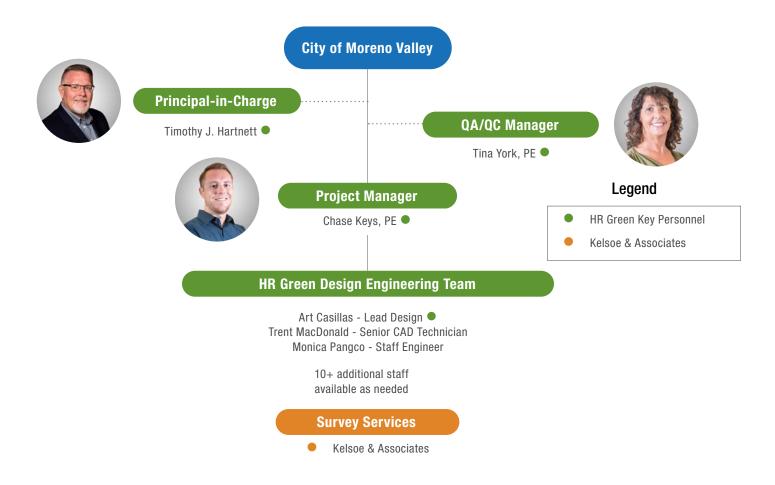


		828	2	70	30	100	208	418
TASK	DESCRIPTION OF TASK	Total Hours	PIC	PROJ MGR	QA/QC	LEAD DSNR	PROJ DSNR	STAFF ENGR II
TASK 1	PROJECT MANAGEMENT, COORDINATION, AND MEETINGS	66	2	40	4	20	0	0
TASK 2	PROJECT RESEARCH AND INVESTIGATION	32	0	0	0	0	16	16
2.1	Document Research	12					4	8
2.2	Before Bicycle and Pedestrian Counts	0						
2.3	Field Reconnaissance	16					8	8
2.4	Topographic Survey	4					4	
TASK 3	UTILITY RESEARCH AND NOTIFICATION	42	0	2	0	8	16	16
TASK 4	ENGINEERING DESIGN	688	0	28	26	72	176	386
4.1	Improvement Plans	610		24	24	48	160	354
	Title Sheet							
	Index Sheet and Notes							
	Intersection Detail Sheets							
	Signal Modification Sheet							
4.2	Technical Specifications	34		2		16		16
4.3	EOPC	44		2	2	8	16	16

3.3 Proposed Staff / Team

Organizational Chart

Your primary point of contact is **Chase Keys**, **PE**, our assigned **Project Manager**. Chase will see that all resources are allocated to your projects as needed, serve as part of our QA/QC team, and is available for requested meetings with the City. His resume and work experience, along with that of the rest of the Project Team, is found on the following pages. Any additional necessary staff changes will be approved by the City. Resumes for our Key Personnel begin on the next page.



HR Green Key Personnel (not included in page count)



Chase Keys, PE Project Manager

Chase brings comprehensive experience in CIP Project/Program Management, design management, plan review, and construction management of municipal public improvement projects. His experience includes a multi-faceted involvement with Engineering and Public Works Departments as well as NPDES compliance operations. Types of projects include roads, drainage, water, sewer, traffic, and parking lots. Chase has prepared grant applications for federal, state, and regional funding and processed paperwork through departments of transportation and regional transportation agencies for those grant funded projects. Moreover, he has served as resident engineer/construction manager for complex construction projects. In a staff augmentation role, he has served as CIP Program Manager for 5+ Cities to help deliver a broad array of CIP projects.

SELECTED PROJECT EXPERIENCE

- ▶ Project Manager, ADA Curb Ramp Remediation Project, City of Moreno Valley
- ▶ Project Manager, Citywide Pavement Rehabilitation Project, City of Moreno Valley
- ▶ Project Manager, Mission Boulevard ADA Improvements, City of Jurupa Valley
- ▶ Project Manager, Citywide Pavement Rehabilitation, City of Jurupa Valley
- ▶ Project Manager, Church Street ADA Improvements, City of Rancho Cucamonga
- ▶ Project Manager, 2019/20 Sidewalk and ADA Ramps, City of Hemet
- ▶ Project Manager, 2020/21 ADA Improvements, City of Hemet



EXPERIENCE
30+ Years
EDUCATION
BS, Engineering Design

Timothy Hartnett Principal-in-Charge

Tim serves as HR Green's President for our Municipal Services Business Line, responsible for delivering on-call engineering, staff augmentation, and Building & Code services to 50+ municipalities and counties across the country. Over the past 30+ years, Tim has provided ongoing municipal engineering services to key municipalities, guiding them through periods of extreme growth. He has provided subdivision and site improvement review/approval process from concept plan through the final plat in accordance with the municipality's Municipal Code, Engineering Standards, applicable development agreements, and annexation agreements. He supports strategic decision-making by presenting information to boards and committees, facilitating public engagement discussions, meeting with developers, and informing residents and business owners of project schedules. Tim has considerable experience performing critical services such as grants and funding procurement, construction observation, general engineering advisory services, water and wastewater master planning, capital involvement planning and implementation, road programs, and staff augmentation support. Tim also acts as the lead contact between HR Green clients and the various design/construction inspection staff members executing all projects within the communities he represents.



EXPERIENCE
10 Years
EDUCATION
BS, Civil Engineering
REGISTRATION /
LICENSE
EIT, CA #149135

CERTIFICATIONS

OSHA Safety Course

Art Casillas Lead Design

Art has more than 10 years of professional experience as a designer, construction manager, and project engineer. He has been involved with roadway pavement rehabilitation, traffic signal improvements, street widening, and ADA accessibility projects and worked with Caltrans for encroachment permits. He has managed several capital improvement projects and provided services to various public agencies including the Cities of Walnut, San Gabriel, Covina, La Verne, and Hemet.

Art has experience with negotiating contract change orders with the interest of the customer in mind. He works to develop a strong relationship with the agency and the contractors to facilitate smooth communication and construction progress. In addition, Art has comprehensive knowledge of contract documents including specifications, plans and State regulations.

SELECTED PROJECT EXPERIENCE

- ▶ Lead Designer, ADA Curb Remediation Project, City of Moreno Valley
- ▶Lead Designer, Accessible Sidewalk and ADA Ramps, City of Hemet
- ▶ Lead Designer, Holt Avenue Corridor Improvements, City of Pomona
- ▶Lead Designer, Citywide Pavement Rehabilitation, City of Hemet



EXPERIENCE
30+ Years
EDUCATION
Bachelor of Science, Civil Engineering
REGISTRATION

Registered Civil Engineer.

Tina York, PE QA/QC Manager

Tina has 30+ years of experience focusing on project management, civil engineering, civil plan review, site grading and drainage design, and review of hydrology and hydraulics studies. She has also performed construction inspection for municipalities. Having overseen plan review services for 30+ agencies, she has customized plan review reports and tracking logs, checklists, and budgetary worksheets for tracking inspection costs. Tina has also managed a web-based plan check tracking system to give agency staff 24/7 project status and implemented electronic plan checking to enhance communication, reduce review times, and save money.

SELECTED PROJECT EXPERIENCE

- ▶ Project Manager, Engineering Plan Review, City of Moreno Valley
- **DON-Site Development Services Management, City of Jurupa Valley → On-Site Development Services Management**
- ▶ Project Manager, Plan Review Services, 50+ clients nationwide

CA #46367

HR Green Subconsultant (not included in page count)



EXPERIENCE 30+ Years **EDUCATION**

Southern California Surveyors Joint Apprenticeship Committee Rancho Santiago College land surveying program Riverside City College land surveying program

REGISTRATION / LICENSE

California Professional Land Surveyor: LS 6957

Bob Kelsoe, PLS (Kelsoe & Associates)

Survey Support

Bob is the president of Kelsoe & Associates, Inc. and has more than 30 years of experience in the land surveying profession. He is a licensed land surveyor in the States of California and Nevada, and is in charge of the firm's land surveying activities.

Prior to joining Kelsoe & Associates, Bob worked for California Corridor Constructors as a project surveyor on the San Joaquin Hills Transportation Corridor. He was responsible for the layout and calculation of more than 30 bridges and grading of approximately 12 miles of new freeway. In addition, he created the company's quality control/quality assurance program.

Mr. Kelsoe has extensive experience in both performing and supervising surveys for public agencies. As a project surveyor for Fuscoe, Williams, Lindgren and Short, he worked closely with the California Department of Transportation (Caltrans) on detailed topographic surveys and second order geodetic control. He also performed and supervised surveys for the Los Angeles County Transportation Commission on the Metro Green Line and the Army Corps of Engineers on the lower Santa Ana River reconstruction.

SELECTED PROJECT EXPERIENCE

- San Joaquin Hills Transportation Corridor
- **Caltrans District 7 "On-Call" Survey Services Caltrans District 7 "On-Call" Survey Services**
- **▶Los Angeles Metro Green Line**
- **⊳** San Dimas Target Center



3.4 Required Statements

- A. This RFP shall be incorporated in its entirety as a part of HR Green's Proposal.
- B. This RFP and HR Green's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by HR Green and the Mayor or City Manager of Moreno Valley.
- C. HR Green'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. Please see the separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" that contains 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. Please see our Technical Proposal including HR Green's 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. Please see Page 9 for our Resource Allocation Matrix.
- G. Please see our subconsultant information and qualifications included with our staff resumes (not included in page count).
- H. HR Green understands that we will not change subconsultants without written permission from the City.
- I. Please see our Cost Proposal for our Not-to-Exceed"
- J. HR Green 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. Not Applicable.
- L. Please see our Cost Proposal for our Rates for this project.
- M. HR Green will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- N. HR Green will comply with all federal laws and regulations 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. HR Green 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. (Please see potential Exceptions) All relevant records shall be retained for at least three years.
- P. HR Green 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. HR Green 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. HR Green 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

NONCOLLUSION DECLARATION

(To be executed by Bidder and Submitted with Bid)

The undersigned declares:

I am the Vice President of HR Green Pacific, Me party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on $\frac{2/28/20}{6}$ [city], $\frac{CA}{CA}$ [state].

By:

(signature)

Printed Name: Timothy J. Hartnett

Title: Vice President, HR Green Pacific, Inc.

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Moreno Valley		2. Contract DBE Goal: To Be Deta	ermined						
3. Project Description: ADA Curb Remediation	Project								
4. Project Location: Within City of Moreno Valle	ey Limits								
5. Consultant's Name:		6. Prime Certified DBE:							
	T	T							
7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	on	10. DBE %					
N/A									
Local Agency to Complete this	Section								
17. Local Agency Contract Number:		11. TOTAL CLAIMED DBE PARTI	CIDATION	%					
18. Federal-Aid Project Number:	11. TOTAL CLAIMED DBE FARTI	CIPATION	/0						
Consultant's Ranking after Evaluation:		IMPORTANT: Identify all DBE firms being claimed for credit,							
Local Agency certifies that all DBE certifications are this form is complete and accurate.	regardless of tier. Written confirmation of each listed DBE is required.								
	00. D. I	Tirothy J. Harkett 12. Preparer's Signature	$\frac{2/28/2}{13 \text{ Pote}}$	025					
21. Local Agency Representative's Signature	22. Date	Timothy J. Hartnett	13. Date 855 90	e 00.4742					
23. Local Agency Representative's Name	24. Phone	14. Preparer's Name 15. Phone Vice President, HR Green Pacific, Inc.							
25. Local Agency Representative's Title		16. Preparer's Title	<u> </u>						

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

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



LPP 18-01

Page 1 of 2 January 2019

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: 2. Status of Fe	ederal Action: 3. Report Type:							
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 4. Name and Address of Reporting Entity Prime X Subawardee Tier, if known	·							
Congressional District, if known	Congressional District, if known							
6. Federal Department/Agency:	7. Federal Program Name/Description:							
	CFDA Number, if applicable							
8. Federal Action Number, if known:	9. Award Amount, if known:							
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)							
(attach Continuation S	heet(s) if necessary)							
12. Amount of Payment (check all that apply) \$\text{UNKNOWN} \text{actual} \text{planned} 13. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature Value 15. Brief Description of Services Performed or to be per	14. Type of Payment (check all that apply) a. retainer b. one-time fee c. commission d. contingent fee e deferred f. other, specify erformed and Date(s) of Service, including							
officer(s), employee(s), or member(s) contacted, for	Payment Indicated in Item 12:							
· —	n Sheet(s) if necessary)							
16. Continuation Sheet(s) attached: Yes 17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress	No Signature: Timothy J. Hartnett Print Name: Timothy J. Hartnett							
semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject	Title: Vice President, HR Green Pacific, Inc.							
to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Telephone No.: 855.900.4742 Date: 2/28/2025							
	Authorized for Local Reproduction							
Federal Use Only:	Standard Form - LLL							

Distribution: Orig- Local Agency Project Files



Page 1 May 8, 2013

Appendix: Additions or Exceptions to the City's RFP

HR Green Pacific, Inc. currently holds several contracts with the City of Moreno Valley. The sample contract provided contains language that we believe should be modified or clarified to be more specific to the services being delivered. Based on our review, we believe revisions will provide greater clarity regarding contractual obligations as well as compliance with state law requirements, which will benefit both parties. If selected, HR Green would like the opportunity to work with the City to develop the proposed agreement and address specific issues. Please see the specific sections below. We are prepared to discuss these matters immediately upon selection to confirm that no time is lost and that the proposed work can be carried out in a timely manner.

- Indemnification.
- a. Design Professional Services. To the fullest extent permitted by law, including but not limited to Civil Code Section 2782.8, in performing "design professional services" as defined in Section 2782.8, the Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority (MVHA), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent, reckless, or willful misconduct in the performance of or failure to perform the work or other obligations of the Consultant under this RFP and/or related Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence, active negligence, or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees; and does not apply to any passive negligence of City unless caused at least in part by Consultant.
- 20. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, fully completed and detailed project-related documents which shall upon payment in full of all amounts owed to the Consultant under the Agreement become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

- 21. (b) In the event of termination due to failure of Consultant to satisfactorily perform in the professional standard of care and accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.
- (c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.
- applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subCONSULTANT that, after a due diligent inquiry, Consultant and the respective subCONSULTANT(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subCONSULTANTs to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

Deductibles and Self-Insured Retentions

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

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



EXHIBIT C

<u>CITY - SERVICES TO BE PROVIDED</u> <u>TO CONSULTANT</u>

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

EXHIBIT D

TERMS OF PAYMENT

- 1. The Consultant's compensation shall not exceed \$169,490.00.
- 2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/biz-lic.
- 3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date.

 The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at:

TechInfo-CapProj@moval.org.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

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

- 5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services

performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

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

HR GREEN - FEE PROPOSAL DETAIL - R2

PROJECT NAME: ADA CURB RAMP REMEDIATION PROJECT NO. 801 0109
HRG PROJECT NUMBER: 2502108
CLIENT: CITY OF MORENO VALLEY
CLIENT CONTACT: TBD



	CT MANAGER: CHASE KEYS																PACIFIC
							TOTAL HOURS	•	1	66	20	102	184	374	747		
	COST PER HOUR/UNIT (CHARGE-OUT RATE)								300.00	\$ 255.00	\$ 250.00	\$ 195.00	\$ 190.00	\$ 140.00			
						TC	OTAL LABOR COST	\$ 3	300.00	\$ 16,830.00	\$ 5,000.00	\$19,890.00	\$ 34,960.00	\$ 52,360.00			
	TOTAL PROJECT COSTS	s \$	129,340.00	\$ 1,650.00	\$ 38,500.00	\$	169,490.00										
					0.0023	319468	0.130122159	0.038657801	0.15378073	0.270295346	0.404824494	0%	0%				
								Hart	tnett	Keys	York	Casillas	MacDonald	Pangco/MacDonald	EXPE	NSES	
TASK	DESCRIPTION OF TASK	La	bor Task Total	ODC Task Total	Subs Task Total		Task Total	P	IC	PROJ MGR	QA/QC	LEAD DSNR	PROJ DSNR	STAFF ENGR II	Reimbursables	Sub	
															Total	Total	Subs
TASK 1	PROJECT MANAGEMENT, COORDINATION, AND MEETINGS	\$	14,400.00			\$	14,900.00		1	40	0	20	0	0	500.00	-	
TASK 2	PROJECT RESEARCH AND INVESTIGATION	\$	3,680.00	\$ 150.00	\$ 38,500.00	\$	42,330.00	(0	0	0	0	12	10	150.00	38,500.00	
2.1	Document Research	\$	940.00	\$ 100.00	\$ -	\$	1,040.00						2	4	100.00		
2.2	Before Bicycle and Pedestrian Counts	\$	-	\$ -	\$ -	\$											
2.3	Field Reconnaissance	\$	1,980.00		\$ 38,500.00	\$	40,530.00						6	6	50.00	38,500.00	Kelsoe
2.4	Topographic Survey	\$	760.00		\$ -	\$	760.00						4				
	UTILITY RESEARCH AND NOTIFICATION	\$	7,350.00		\$ -	\$	7,350.00		0	2	0	8	16	16	-	-	
TASK 4	ENGINEERING DESIGN	\$	103,910.00	·	\$ -	\$	104,910.00	(0	24	20	74	156	348	1,000.00	-	
4.1	Improvement Plans	\$	90,300.00	\$ 1,000.00	\$ -	\$	91,300.00			20	20	48	140	316	1,000.00		
	Title Sheet	\$		-	-	\$	-										
	Index Sheet and Notes	\$		-	-	\$	-										
	Intersection Detail Sheets	\$	-	-	-	\$	-										
	Signal Modification Sheet	\$		-	-	\$	-										
4.2	Technical Specifications	\$	5,870.00		-	\$	5,870.00			2		16		16			
4.3	EOPC	\$	7,740.00	-	-	\$	7,740.00			2		10	16	16			

EXHIBIT E

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:

\$1,000,000 per occurrence for bodily injury and property damage \$1,000,000 per occurrence for personal and advertising injury \$2,000,000 aggregate for products and completed operations \$2,000,000 general aggregate

2. Automobile Liability:

\$1,000,000 per accident for bodily injury and property damage

3. Employer's Liability:

\$1,000,000 each accident for bodily injury \$1,000,000 disease each employee \$1,000,000 disease policy limit 4. Professional Liability (Errors and Omissions):

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

<u>Umbrella or Excess Insurance</u>

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

<u>The Workers' Compensation insurance policy</u> is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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