

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
FOR MORENO VALLEY SUPPLEMENTARY SAFETY IMPROVEMENT PLAN - PHASE II
PROJECT NO. 810 0024**

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

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as Moreno Valley Supplementary Safety Improvement Plan - Phase II. Project No. 810 0024.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "A" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$668,435.00 in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

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

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

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

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0024**

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

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

SPECIAL PROVISIONS

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

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

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

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

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0024

veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

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

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

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability,

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0024**

mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

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

14. Indemnification.

(a) Design Professional Services.

To the fullest extent permitted by law, including but not limited to Civil Code Section 2782.8, in performing design professional services, Consultant shall indemnify, defend, and hold harmless the City, the Moreno Valley Community Services District ("CSD"), and the Moreno Valley Housing Authority ("Housing Authority"), their officers, officials, employees, agents and volunteers from any and all liability, claims, demands, damages, costs (including reasonable attorney's fees), or injuries to any person (including injury to Consultant's employees) arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, subconsultants, or anyone under its control in the performance of professional services under this Agreement. This indemnity obligation specifically does not apply to liability arising from (1) the sole negligence, (2) active negligence, or (3) willful misconduct of the City, CSD, or Housing Authority.

(b) Non-Design Professional Services and Construction Work.

For all services that are not design professional services and for any construction-related work, Consultant shall indemnify, defend, and hold harmless the City, CSD, and Housing Authority, their officers, officials, employees, agents and volunteers from any and all liability, claims, demands, damages, costs (including reasonable attorney's fees), injuries to any person (including injury to Consultant's employees), stop payment notices, direct and indirect job site losses, and losses of any kind arising from

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0024**

or connected with the performance of the work, including but not limited to defective workmanship, non-compliance with Contract Documents, or damage to adjacent properties. This indemnity obligation does not apply to liability arising from the sole negligence or willful misconduct of the indemnified parties.

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

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.

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

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0024**

California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by Consultant to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.

Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, Consultant shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either Consultant or City files an appeal or court challenge, Consultant and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

This section shall survive termination or expiration of this Agreement.

15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit E** or as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subconsultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include,

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0024**

without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

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

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

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

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0024**

be a waiver of any other provision herein.

17. Prevailing Wage Requirements.

(a) Consultant and all subconsultants shall comply with California Labor Code §§ 1720-1861 regarding payment of prevailing wage rates for covered work. Consultant shall pay not less than prevailing wage rates as determined by the Director of Industrial Relations. Consultant shall post applicable wage determinations at each project site.

(b) For contracts over \$30,000, Consultant shall comply with apprentice employment requirements under Labor Code § 1777.5. Consultant shall be responsible for compliance with apprentice requirements by all subconsultants.

(c) Consultant shall maintain accurate payroll records in compliance with Labor Code § 1776, including employee names, addresses, social security numbers, work classifications, straight time and overtime hours worked, and actual wages paid. Consultant shall certify and submit payroll records to the City or Division of Labor Standards Enforcement upon request.

(d) Consultant acknowledges that failure to pay prevailing wages will subject Consultant to penalties under Labor Code §§ 1775 and 1813. The City may withhold contract payments to cover unpaid wages and penalties.

(e) Pursuant to Labor Code § 1725.5, Consultant and all subconsultants performing covered work must be registered with the Department of Industrial Relations (DIR). Consultant shall verify subconsultant DIR registration prior to subcontracting. This Project is subject to DIR compliance monitoring and enforcement.

(f) Consultant shall include these requirements in all subcontracts for covered work and ensure subconsultant compliance.

18. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0024**

or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

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

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

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

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0024**

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

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

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

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

21. A City representative shall be designated by the City and a Consultant representative shall

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0024**

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

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

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

24. The City and the Consultant agree, that to the extent permitted by law, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties, both during the term of this Agreement and after its expiration or termination; provided, however, that nothing in this Section shall restrict the City's ability to disclose records as required by the California Public Records Act (Government Code § 6250 et seq.) or other applicable law.

25. (a) Consultant shall comply, and require its subconsultants to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0024**

conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subconsultant that, after a due diligent inquiry, Consultant and the respective subconsultant(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subconsultants to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subconsultants performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subconsultants shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0024**

Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

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

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

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

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

28. Supplementary General Provisions. (For projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by Consultant for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

a) Consultant shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event Consultant violates or breaches terms of the Agreement.

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0024

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 810 0024

- k) Consultant shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- l) Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- m) Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

29. Waiver of Civil Code Section 1542 and CalPERS-Related Disclosures.

Consultant expressly waives any and all rights and benefits conferred by Section 1542 of the California Civil Code, which provides:

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

Consultant's waiver is intended to extend to any and all claims, known or unknown, arising out of or relating to this Agreement, including but not limited to any claims of entitlement to benefits under the California Public Employees' Retirement System (CalPERS) arising from alleged misclassification as an employee. Consultant acknowledges that it has had the opportunity to seek the advice of legal counsel regarding the meaning and effect of this waiver.

Consultant further agrees to disclose in writing to the City the identity of any persons performing services under this Agreement who are retirees receiving CalPERS retirement benefits, prior to such persons performing any work. Consultant shall ensure compliance with all applicable CalPERS rules, laws, and regulations regarding post-retirement employment.

31. Authority to Execute.

Each person signing this Agreement represents and warrants that he or she has full authority to bind the party on whose behalf the signature is made, and that all necessary approvals for such execution have

been obtained.

SIGNATURE PAGE FOLLOWS

DRAFT

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

City of Moreno Valley

Willdan Engineering

BY: _____
Brian Mohan, City Manager

Date

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

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

EXHIBIT A

SCOPE OF SERVICES

DRAFT

REQUEST FOR PROPOSAL

2024-063

MORENO VALLEY SUPPLEMENTARY SAFETY IMPROVEMENT PLAN, PHASE II PROJECT NO. 810 0024

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



RELEASE DATE: November 5, 2024

DEADLINE FOR QUESTIONS: November 19, 2024

RESPONSE DEADLINE: December 10, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Moreno Valley
REQUEST FOR PROPOSAL

Moreno Valley Supplementary Safety Improvement Plan, Phase II Project
No. 810 0024

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

Attachments:

A - Required Response Template

B - Special Provisions

C - Client References

D - Non-Collusion Declaration

E - Sample Consultant Agreement for Project Specific Services 810 0024

F - Sample Certificate of Insurance and Requirements

1. NOTICE TO BIDDERS

1.1. Summary

The City of Moreno Valley is requesting solicitations to enhance the Action Plan that is currently in the works of being developed by providing supplementary safety improvements to the plan. The City is interested in improving the safety by adding to the Action Plan which is currently in the works of being developed by improving traffic safety for the following modules: Commercial Vehicle Network Safety, Safety Improvements at Signalized Intersections, and School Route and Pedestrian Safety. The first module proposes to develop a Commercial Vehicle Network Safety Plan. The City's current plan was developed five years ago. This is critical because the City of Moreno Valley has since then developed many new warehouses and other developments. Some of the existing roadways do not have the capacity to handle trucks and their loads. Additionally, new developments requiring trucks will need to abide by AB 98 requirements. The second module involves Signalized Intersection Improvements. The purpose of this is to reduce rear ended collisions with green band via interconnected traffic signals/ITS development. This is important because according to the National Highway Traffic Safety Administration, 21% of crashes and 24% of all fatalities and injuries related to motor vehicle collisions occur at signalized intersections. Furthermore, traffic signals play a key role in enhancing safety. Adequate traffic signal coordination must be enforced at all traffic signals. Hence, a traffic signal fiber network plan with appropriate countermeasures must be developed. The final module for this proposed project involves safety improvements for schools and school routes for increased pedestrian safety. The goal of this module is to provide aid to troubled schools that need the assistance that are located within the City.

You are hereby invited to submit a proposal for providing Professional Consultant Services for the Transportation Engineering Division. The selected consultants could be retained to serve the City for a period of Twelve (12) Months subject to the approval of the City Council.

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	November 5, 2024
Questions & Answer Deadline	November 19, 2024, 2:00pm
Proposal Due Date	December 10, 2024, 2:00pm

2. GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. PROPOSAL CONTENT

The Consultant's Proposal shall be no more than 10 pages, excluding executive summary, resumes, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration.

3.1. Executive Summary

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

3.2. Technical Proposal

Technical Proposal shall include, but not be limited to, the following items:

- A. Proposer should describe in detail their approach and understanding of all necessary tasks and steps involved in the project;
- B. Include a list of deliverables;
- C. Related experience including relevant experience date, name of agency, and Reference name/contact information;
- D. A resource allocation matrix (exclude cost info)

3.3. Proposed Staff/Team

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

3.4. Required Statements

The Consultant's Proposal shall include the following:

- A. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
- B. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
- C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

- D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (if needed) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
- F. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project design schedule are required of both the primary consultant, as well as any sub-consultant. In addition, the applicable construction support services consultant must list the type and number or hours of geotechnical tests being proposed, as well as the type and number of hours of inspection or survey work within the Proposal. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. The construction support services Consultant is not required to provide a Project Schedule with milestones.
- G. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.
- H. A statement that the Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.
- I. A statement that all charges for Consultant (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
- J. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
- K. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
- L. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. An itemized cost breakdown for the work described herein must be submitted in a separate file, entitled Cost file, as part of the Consultant's Proposal submittal. All extra work will require prior approval from the City.
- M. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

- N. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
- O. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
- P. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
- Q. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- R. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

3.5. Required Forms

- A. Attachment A – Non-Collusion Affidavit
- B. Exhibit 10-O1 – Consultant Proposal DBE Commitment
- C. Exhibit 10-Q - Lobbyist Disclosure
- D. Non-Collusion Declaration

3.6. Cost Proposal

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

Cost Proposal shall include, but not be limited to, the following items:

- A. Proposer should provide a Cost Proposal that includes all costs associated with the delivery of this project;
- B. A rate schedule aligned with titles in the resource allocation matrix in Technical Proposal;
- C. The City will use a "Cost-Plus-Fixed-Fee" method to pay for professional services related to this project; therefore, Proposer shall submit Cost Proposal;
- D. The general Scope of Services outlined herein is only provided as a guide in this Request for Proposals;

- E. Proposer should provide a detailed Scope of Services in their submitted Technical Proposal as necessary to reflect the method and procedure in which they intend to provide the required professional services, consistent with the general Scope of Services;
- F. The Cost Proposal must be identical to the detailed Scope of Services included as part of the Proposer's Technical Proposal.

The proposer is solely responsible for "on time" submission of their electronic proposal.

4. PROSPECTIVE BIDDER QUALIFICATIONS

4.1. Prospective Bidder Qualifications

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

4.2. Minimum Qualifications:

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

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

The proposed staff shall also possess the ability to:

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

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

4.3. Education, Training and Licenses:

Registered Professional Civil Engineer License.

5. SUBMISSION OF PROPOSALS

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

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

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

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

6. EVALUATION AND RANKING OF PROPOSALS

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

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Firm's General Experience and Qualification Information 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.	Points Based	20 (20% of Total)
2.	Experience of Key Personnel Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.	Points Based	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 prospective bidder's selected. City may make multiple awards.
- B. Award is contingent upon the successful negotiation of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing prospective bidder's unless an agreement is reached. If contract negotiations cannot be concluded successfully, City may negotiate a contract with the next best qualified prospective bidder's or withdraw the RFP. In the event City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.
- C. Prices are firm fixed prices during each contract period.
- D. Prices shall be negotiated for each mutually exercised optional renewal period.

8. SPECIAL TERMS AND CONDITIONS

8.1. Termination

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

8.2. Public Employees Retirement Law (CalPERS)

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

8.3. Indemnification

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

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

9. LABOR LAWS

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.

10. SCOPE OF SERVICES

10.1. Scope of Services

The City is interested in expanding further missing components of the Local Roadway Safety Plan (LRSP) thereby adding to the Action Plan which is currently in the works of being developed by improving traffic safety for the following modules:

- Commercial Vehicle Network Safety
- Safety Improvements at Signalized Intersections
- Safety Improvements for Three Schools

The first module proposes to develop a Commercial Vehicle Network Safety Plan. The City's current truck route map was developed years ago and thus is outdated. This is critical because the City of Moreno Valley has since then developed many new warehouses and other developments. An anticipated development that will produce more semi-truck traffic volumes is that of Highland Fairview (a real estate development company proposing the World Logistics Center project that will create a world-class business park for the City that is specifically designed to attract American and international companies who demand high-tech logistics facilities). The impacts of such proposed development amongst others will need to be evaluated. Additionally, new truck routes will most likely have to be added to the existing and outdated truck route map. Some of the existing roadways do not have the capacity to handle trucks and their loads. Safety passage through the City and to load and unload locations for semi-trucks is essential for business and for the wellbeing of the community members, children near schools, the elderly, and pedestrians/bicyclists alike. Company drivers and owner-operators must know which routes to take upon entry to the City to minimize any sort of potential liability driving a big rig brings. The Final Report is to include a chapter on Circulation Element of truck route(s). The City of Moreno Valley's *Circulation Element* will need to be updated to include the following in accordance to AB 98:

- Identify and establish specific travel routes for the transport of goods, materials, or freight for storage, transfer, or redistribution to safely accommodate additional truck traffic and avoid residential areas and sensitive receptors; and
- Maximize the use of interstate or state divided highways as preferred routes for truck routes. The county or city must also maximize use of arterial roads, major thoroughfares, and predominantly commercially oriented local streets when state or interstate highways are not utilized.

While keeping in mind that truck routes must comply with:

- Major or minor collector streets and roads that predominantly serve commercially oriented uses must be used for truck routes only when strictly necessary to reach existing industrial zones;
- Trucks must be routed via transportation arteries that minimize exposure to sensitive receptors; and
- On and after January 1, 2028, all proposed development of a logistics use development must be accessible via arterial roads, major thoroughfares, or roads that predominantly serve commercially oriented uses. For purposes of the circulation element, local roads shall be considered to predominantly serve commercial uses if more than 50 percent of the properties fronting the road within 1,000 feet are designated for commercial or industrial use according to the local zoning ordinance.

Consult with the Department of Transportation and the California Freight Advisory Committee for technical assistance. The Circulation Element must:

- Provide for posting of conspicuous signage to identify truck routes and additional signage for truck parking and appropriate idling facility locations;
- Make truck routes publicly available in geographic information system (GIS) format and share GIS maps of the truck routes with warehouse operators, fleet operators, and truck drivers;

- Provide opportunities for the involvement of citizens, California Native American Indian tribes, public agencies, public utility companies, and civic, educational, and other community groups through public hearings and any other means the planning agency deems appropriate; and
- Make a diligent effort to achieve public participation of all economic segments of the community in the development of the changes required by the bill.

Therefore, proper planning must be taken on behalf of the City so that commercial vehicle truck routes are properly established and enforced to ensure the safety of all motorized users and pedestrians on the roads.

The second module involves Safety Improvements at Signalized Intersections. Final module (task) deliverables for this module include the development of countermeasures for high accident City of Moreno Valley signalized intersections and the development of a fiber network master plan. The purpose of this is to reduce rear ended collisions with green band via interconnected traffic signals/ITS development. Traffic safety at signalized intersections must be evaluated to determine the different causes of accidents at specific intersections via traffic signal coordination in order to reduce rear end collisions. This is important because according to the National Highway Traffic Safety Administration, 21% of crashes and 24% of all fatalities and injuries related to motor vehicle collisions occur at signalized intersections. Furthermore, traffic signals play a key role in enhancing safety. There are various countermeasures that can be employed at a particular signalized intersection in accordance with the Federal Highway Administration (FHWA). FHWA has a total of 28 countermeasures that are strategies that are effective in reducing roadway fatalities and serious injuries. These countermeasures are strategies that are designed for all road types and such strategies are proposed to be employed at the city's signalized intersections. Precise countermeasures would vary by location and accordingly would be catered to each location based on the most needed safety strategy. Proven safety countermeasures are sorted by category. Adequate traffic signal coordination must be enforced at all traffic signals. Hence, a traffic signal fiber network plan must be developed. The City currently does not have a complete nor planned fiber network so traffic signal coordination can't occur properly. A fiber optic network connects cameras and other communications systems with the traffic signals. This proposed fiber-optic network would allow for each traffic signal to communicate and transmit real-time traffic conditions to local operations centers. In turn this would enable improved signal timing. In the same regard, traffic congestions will be reduced, safety will be greatly increased, and accident rates will be greatly reduced. In order to reduce the number of collisions, the City of Moreno Valley needs the fiber network to be laid out along the frontage of every roadway. The City currently has some frontages where the fiber network is present, but others do not and the City does not know where each case prevails. An investigation of every manhole in the City will have to be explored in order to tabulate the following information for all City street frontages: if fiber is present, if fiber exists, then the number of fibers must be counted, and ownership of fiber – i.e. City of Moreno Valley, Moreno Valley Utility (MVU), IT, Caltrans, etc. These in field items will be analyzed utilizing best engineering knowledge to plan the traffic signal fiber network (ITS network). The deliverable for this module will be a Citywide traffic signal fiber master plan report. A fiber optic network connects cameras and other communications systems with the traffic signals. Technology is everchanging and is always improving. As traffic camera resolutions improve and collect more data, higher-bandwidth networks are essential to handle additional data load and the distance from the light signal to the control center. This proposed fiber-optic network would allow for each traffic signal to communicate and transmit real-time traffic conditions to local operations centers. In turn this would enable improved signal timing. In the same regard, traffic congestions will be reduced, safety will be greatly increased, and accident rates will be greatly reduced. Overall, this would bring nothing but positive results to the community members of the City of Moreno Valley.

The final module for this proposed project involves safety improvements for three schools for increased pedestrian safety. The goal of this module is to provide aid to the three schools that need their safety improved that are located within the City. One school having issues is that of Sunnymead Elementary located on Dracaea Avenue east of Heacock Street where analysis is needed to improve pedestrian safety during drop-off and pick up; consideration of proposed safety strategies may include addition of a crossing guard and/or traffic control. Specific area analysis is to take place to select the best proposed solution for implementation for safety remediation. A second school with safety issues is that of the relocation of

Rainbow Springs to the District's old Moreno Elementary site. Discussions with district staff regarding moving the crossing guard are to take place along with other safety issues and proposed solutions. A third identified school needing safety improvements is that of Cloverdale Elementary. There have been many requests and petitions (ongoing for several years) by the community member/parents to provide a crossing guard at this school. This option, amongst additional possible safety solutions, must be analyzed. District staff has advised City staff to meet on site to discuss possible safety solutions. They have advised to meet at 7:15 am (PST) as this is school morning drop-off time and that they would preferably like to meet at the corner of Tuscola Street and Palm Meadows Court. It is especially critical for the City to make these improvements since oftentimes in these areas, community members do not have access to motorized transportation means.

The expected final deliverable to be submitted to the City of Moreno Valley, is a plan (report) with all three modules (individual reports) incorporated into one final report: commercial vehicle network safety plan, traffic signal fiber master plan, and school safety improvements plan for the concerned three schools. Each individual module, however, is standalone and independent of one another. Thus, tasks related to each individual module can be worked on concurrently and findings can be input into its separate report which will be combined with the other modules for the final *Moreno Valley Roadway Safety Improvements in Three Areas Plan* (report) deliverable.

11. PAYMENT TO CONSULTANT

- A. This work is to be performed for a “Not-to-Exceed Fixed Fee.”
- B. The Consultant shall provide a “Payment Schedule” indicating the fee for individual tasks with a “Not-to-Exceed Fixed Fee” which shall be the sum of all tasks.
- C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.
- D. The City will pay the Consultant for work completed as identified in the Payment Schedule.
- E. Progress payments shall be based on tasks performed as identified in the Payment Schedule. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.
- F. Sub-categorization of tasks is permitted to better define the task for payment.
- G. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the “Not-to-Exceed Fixed Fee.”
- H. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall have supporting documentation presented at the time payment is requested.
- I. The City will pay the Consultant for all acceptable services rendered in accordance with the “Agreement for Professional Consultant Services.”
- J. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the “Agreement for Professional Consultant Services,” an “Amendment to the Agreement” will be executed between the City and Consultant.
- K. Payment will be based on hourly rate for work completed associated with each applicable task as identified in the consultant’s proposal.

12. Vendor Questionnaire

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

Please download the below documents, complete, and upload.

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

*Response required

12.2. [Project Proposal*](#)

Please upload project proposal.

*Response required

12.3. [Cost proposal*](#)

Please upload cost proposal.

*Response required

EXHIBIT B

CONSULTANT PROPSAL

DRAFT



June 4, 2025

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

Subject: Revised Proposal for RFP 2024-063, Moreno Valley Supplementary Safety Improvement Plan, Phase II Project No. 810 0024

The City of Moreno Valley is seeking a professional consultant to enhance the Action Plan that is currently in the works of being developed by providing supplementary safety improvements to the plan. Since the inception of the Highway Safety Improvement Program (HSIP), **Willdan Engineering (Willdan)** has been involved in all types of projects that focus on the main objectives of reducing collisions and improving safety for all roadway users. Our proposed team offers:

- **Highly Skilled Project Management.** **Wes Pringle, PE**, will serve as Project Manager. He has over 34 years of experience as a Transportation Engineer for the City of Los Angeles, where he worked with the Bureau of Engineering on implementing the current street standards and the adopted Mobility Plan. He also worked with development projects in establishing Transportation Demand Management strategies that improve the pedestrian, transit, and biking experience in the City. Mr. Pringle represented LADOT at City Planning Subdivision Public Hearings and Community Meetings and reviewed access and circulation plans for building permit applications, parcel maps, and tract maps. He also developed a traffic modeling report for the western region of the City of Los Angeles, the Western Transportation Studies District. Additionally, he has prepared funding applications for several projects including a pedestrian grade crossing over the Metro Blue Line and the Wilshire Boulevard Streetscape. He also worked with the LA Harbor Department on truck traffic management and the construction of the Alameda Corridor. Mr. Pringle is a Member of the Institute of Transportation Engineers (ITE), a guest lecturer of Transportation Engineering at the University of Southern California, and an Editor of ITE's Expert Witness Council Newsletter.

Jeffrey Lau, PE, TE, ENV SP, Willdan's proposed Principal-in-Charge, possesses over 22 years of traffic design and transportation planning experience. Mr. Lau oversees Willdan's traffic engineering group and manages design projects for a variety of cities and counties throughout California. He is responsible for the analysis, coordination, and design of various projects, including the preparation of plans, specifications, and estimate (PS&E) for traffic design projects such as traffic signals, signing and striping, street lighting, and construction traffic control. Mr. Lau has assisted clients in preparing grant funding applications for the HSIP and Active Transportation Plan (ATP) programs and recommending candidate projects. He is intimately familiar with developing safety projects utilizing countermeasures from Caltrans' Local Roadway Safety Manual that feature competitive benefit/cost ratios. During the previous two cycles of HSIP Call for Projects, Mr. Lau spearheaded the development of 21 successful HSIP grant applications that were awarded over \$17.4 million in funding.

- **LRSP-Experienced Project Team.** Willdan is committing four high-performing full-time staff to the City's LRSP project that have over 60 years of combined experience. Wes Pringle, PE, will serve as Project Manager and will be the City's primary contact and day-to-day contact administrator. Mr. Jeffrey Lau, PE, TE, ENV SP will serve as Principal-In-Charge and Quality Assurance Manager and shall be responsible for ensuring staffing resources are available to keep the project on schedule and will implement Willdan's quality assurance plan for the project. Nicolle Spann, PE, TE, and Emilio J. Murga, EIT, will serve as Technical Support

- **Traffic Engineering Expertise.** Willdan's traffic engineering experience and expertise cover all facets of traffic engineering and planning, including city traffic engineering, traffic analysis, design, and management. In addition to our proven expertise in traditional design services such as signing, striping, traffic signal, street lighting, and traffic control, our traffic engineers are proficient in traffic impact analysis and evaluation of traffic control devices, traffic operations, and intelligent transportation system (ITS) strategies. Willdan's traffic engineers are experts in conducting traffic surveys and data collection, investigating motorist and vehicle characteristics, identifying, and making recommendations on traffic safety, optimizing traffic signal timing, and evaluating highway operations.
- **Knowledge of the City of Moreno Valley.** Our work with the City began in 1983 and has continued to this day, spanning over 40 years of service – 72 contracts to date including planning, civil and traffic engineering design, building and safety and financial services.
- **Technical Competence.** Our corporate-wide bench of over 1,700 staffing resources encompasses licensed and certified technical experts and specialists in traffic engineering, transportation planning, traffic operations, traffic safety, and civil engineering. The breadth and diversity of the firm's expertise enables our team experts to draw upon the considerable experience of the firm – maximizing efficiency, productivity, and quality in meeting project schedules and budgets. Our proposed team brings extensive experience in transportation planning and traffic engineering projects with services similar to the City's scope of work.

Willdan sincerely appreciates this opportunity to assist the City with the enhancement of their Supplementary Safety Improvement Plan. I am an officer empowered by Willdan to sign this proposal and thereby commit Willdan to the obligations contained in the RFP response. Willdan accepts and has no proposed exceptions, alterations or amendments to the Scope of Services or other requirements of the City's RFP, including the Sample Agreement for Professional Consultant Services. If there are any questions regarding this proposal, please contact me by phone at (562) 368-4848, or by email at vmunoz@willdan.com.

Respectfully submitted,

WILLDAN



Vanessa Munoz, PE, TE
President and CEO





► Table of Contents

Executive Summary	i
About Willdan	i
Traffic Engineering and Study Expertise	i
 Technical Proposal	 1
Project Understanding	1
Project Approach	1
Work Plan	2
Deliverables	5
Quality Assurance and Quality Control (QA/QC)	5
LRSP Experience and Other Safety Reports	6
Experience with the City of Moreno Valley	7
Related Experience	7
Resource Allocation Matrix	9
Proposed Staff/Team	10
Key Personnel	10
Technical Support Team	11
Subconsultant	11
 Required Statements	 I
Required Forms	III
Attachment A – Required Response Form	IV
Attachment B – Special Provisions	IX
Attachment C – Client References	XI
Attachment D – Non-Collusion Declaration	XII
Exhibit 10-O1 – Consultant Proposal DBE Commitment	XIII
Exhibit 10-Q - Lobbyist Disclosure	XIV
Appendix	XV
Resumes	XV





Executive Summary

About Willdan

Willdan Engineering (Willdan), a California Corporation, is part of Willdan Group, Inc. (WGI), a NASDAQ publicly traded Delaware Corporation and nationwide firm serving more than 800 public agencies and private-sector clients. Founded in 1964 and headquartered in Anaheim, California, Willdan was originally established as a civil engineering firm, specializing in providing solutions for our public agency clients. Today, Willdan has over 1,500 employees operating out of 50+ offices located throughout the United States.

Authorized Person Contact Information

Vanessa Munoz, PE, TE
President and CEO
650 E. Hospitality Lane, Suite 400
San Bernardino, CA 92408
(562) 368-4848
vmunoz@willdan.com

Willdan Engineering

- Willdan Engineering
- California Corporation
- Publicly Owned
- 60 Years in Business/Experience
- 1700+ Employees / 50+ Offices

We have supported the implementation of community visions through engineering, construction management, inspection, planning, building safety, and staff augmentation services. Willdan has completed various types of projects for over 98 percent of the cities and counties in California.

Willdan's corporate-wide capabilities include a full range of civil and structural engineering, land planning, financial and economic consulting, geology and geotechnical engineering, environmental health and safety, and energy efficiency solutions consulting services. We provide professional services in all phases of Public Agency activities from project development, grant funding application assistance

and administration, site analysis, and conceptual development to final design, construction management, observation, and project close-out.

Willdan Staff of Experts

- | | |
|--|---|
| <ul style="list-style-type: none">▪ Construction Inspection and Support▪ Assessment Engineering▪ Building Safety Services▪ Computer-Aided Analysis and Design▪ Drainage and Flood Control▪ Environmental Planning▪ Geographical Information System (GIS)▪ Geotechnical/Geological Engineering▪ Highway and Freeway Engineering | <ul style="list-style-type: none">▪ Landscape Architecture▪ Program and Construction Management▪ Public Agency Engineering and Management▪ Right of Way Engineering▪ Structural Engineering▪ Traffic and Transportation▪ Urban and Regional Planning▪ Water and Wastewater |
|--|---|

Traffic Engineering and Study Expertise

Willdan has prepared a variety of traffic safety, parking, neighborhood traffic management, traffic impact, school area, pedestrian/cyclist safety, traffic calming, suggested route to school, signal timing, and traffic circulation studies; engineering and traffic surveys; and project study reports throughout California for client cities, Caltrans, other agencies, and private developers. Willdan's staff is well experienced in presenting traffic studies at traffic commission, planning commission, City Council, and other Public hearings.

While serving as City Traffic Engineers, our staff have performed reviews of traffic studies as part of their daily routine. Most of these studies are development related and include traffic impact, parking demand, and traffic circulation. Reviews often include providing conditions of approval. Other traffic study reviews include project study reports, traffic management plans, traffic signal warrant analyses, and traffic signal timing and coordination analyses.





ACTION BY UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
WILLDAN ENGINEERING
November 26, 2024

The undersigned, constituting all the members of the board of directors of Willdan Engineering, acting pursuant to the authority of Corporations Code Section 307(b), hereby take the following actions by unanimous written consent:

BE IT RESOLVED, that Vanessa Munoz, PE, TE, President, CEO, Director of Design Engineering for Willdan Engineering, is hereby authorized to submit a proposal to the City of Moreno Valley for RFP 2024-063 for the Moreno Valley Supplementary Safety Improvement Plan, Phase II Project No. 810 0024

BE IT FURTHER RESOLVED, that Vanessa Munoz, PE, TE, President, CEO; Director of Design Engineering for Willdan Engineering is authorized and approved to bind the firm, with signatures, to any contract resulting from this proposal, attested to by Cathaleen D. Steele, Assistant Secretary.

BE IT FURTHER RESOLVED, that the Board takes this action to be effective on the date first written above.

Dated: November 26, 2024

Michael A Bieber, Sole Director

ATTEST:

Cathaleen D. Steele, Assistant Secretary





Technical Proposal

Project Understanding

The City of Moreno Valley is requesting engineering services from a qualified consulting firm to enhance the Traffic Safety Action Plan that is currently under development by providing supplementary safety improvements to the plan. There are three areas of concern to be addressed in the LRSP addendum. The first item is to develop a Commercial Vehicle Network Safety Plan. This plan will evaluate the existing and newly developed land uses that are heavily truck dependent and determine if the existing truck routes are adequate to handle the current and anticipated truck traffic. Resulting in recommended modifications to the current routes or the introduction of new routes. The second task will be to study the signalized intersections in the City and reduce rear end collisions at high incident locations. In addition, a fiber optic master plan will be developed to provide interconnect to signals, cameras, and other communication functions together to provide signal coordination and other benefits. The third task is an analysis of, and recommended safety measures for pedestrians at two city schools. This analysis will include recommendations and improvements for safe and efficient pick-up and drop-off of students.

- **Commercial Vehicle Network Safety.** The first module includes the development of a Commercial Vehicle Network Safety Plan since the City has developed many new warehouses and other developments since the current plan was developed five years ago. Some of the existing roadways do not have the capacity to handle trucks and their loads. Additionally, new developments requiring trucks will need to abide by AB 98 requirements.
- **Safety Improvements at Signalized Intersections.** The purpose of this module is to reduce rear-end collisions with green band via interconnected traffic signals/ITS development. This is important because, according to the National Highway Traffic Safety Administration, 21% of crashes and 24% of all fatalities and injuries related to motor vehicle collisions occur at signalized intersections. Furthermore, traffic signals play a key role in enhancing safety. Adequate traffic signal coordination must be enforced at all traffic signals. Hence, a traffic signal fiber network plan with appropriate countermeasures must be developed.
- **School Route and Pedestrian Safety.** The goal of this module is to provide safety and circulation improvements for two schools and provide recommendations to enhance the pick-up and drop-off operation for these schools located within the City.

Project Approach

Willdan’s overall approach to developing the Supplemental Safety Improvement Plan, Phase II involves first evaluating a policy to evaluate truck traffic and truck routes in the City and recommend improvements. Second, analyzing the crash history of traffic signals and identifying rear end collision incidents to recommend improvements and propose a fiber optic network master plan to interconnect the signal system. Third, recommend school route and pedestrian safety enhancements for two specific area schools. These three areas are addressed specifically below.

Commercial Vehicle Network Safety	This evaluation will examine how truck traffic is currently routed throughout the City. The goal of which will be to analyze the existing truck route plan and recommend improvements to serve the changing dynamics of the recent and future warehouse and industrial development in the City. These recommendations could also include new truck routes to better serve changes that may have developed since the original truck route map was developed. Any of the current or proposed routes will be able to safely accommodate semi-truck traffic. The final report will include a chapter for the City of Moreno Valley’s Circulation element in accordance with AB 98.
Safety Improvements at Signalized Intersections	The second task will focus on increasing safety at signalized intersections throughout the City. Specifically, the plan will be to increase signal synchronization through the implementation of a fiber optic network that will interconnect the City’s signals, cameras, and other communication devices associated with traffic control. Providing better coordination for vehicle traffic at signals will provide safer conditions and reduce rear end collisions. Additionally, a system of interconnected traffic devices allows for better monitoring of real-time conditions on the roadways.
School Route and Pedestrian Safety	The third task involves safety improvements at two City of Moreno Valley Schools. Each school has been working with the City to improve pedestrian safety, particularly in coordination with the pick-up and drop-off times. Improvements will be developed by working with the school officials and extensive collection of data and observations of each school.





Work Plan

Willdan will furnish all services detailed below as required and necessary to develop the City's Supplemental Safety Improvement Plan, Phase II in accordance with specified guidelines.

Task 1 - Project Management

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

- A project kick-off meeting will be scheduled within the first 2 weeks after the award of the contract. Major aspects of the project will be discussed including plan goals, City expectations, the role of the consultant and stakeholders, communication protocol, progress reporting, scheduling, and invoicing, key milestones, and what defines success for this project. The project development team (PDT) consisting of City staff and Willdan team members will be identified to maintain consistent communication throughout the project.
- In addition to the kick-off meeting, Willdan will attend as-needed virtual PDT meetings to discuss the project progress, upcoming tasks, completed tasks and issues requiring PDT assistance in problem-solving issues such as schedule or budget concerns.
- Willdan will coordinate with City staff to determine if public meetings are needed. If found necessary, we will attend two public meetings where trends, and proposed countermeasures will be discussed and will give stakeholders the opportunity to share concerns with the project team of locations with safety concerns and their input on proposed countermeasures.
- Willdan will prepare and distribute meeting agendas and minutes for all project meetings.
- Develop and monitor a critical path method project schedule using Microsoft Project software. The schedule will identify each task, start, and end dates, and duration. The schedule will be updated monthly and submitted with the progress report.
- Ensure that the Supplementary Safety Improvement Plan, Phase II, including all recommended safety measures, meets all applicable Federal, State, and Local requirements, in anticipation of future grant funding opportunities.

Task 2 – Commercial Vehicle Network Safety

Willdan will analyze the current and anticipated truck traffic circulation based on truck traffic volume and existing and future development of warehouses, industrial, and similar land use developments that generate heavy truck traffic.

The results of the analysis of collisions, truck traffic, and future development will inform the final report with recommendations on the existing and proposed truck routes throughout the City. The final report will include a chapter covering the City of Moreno Valley's Circulation element of truck routes. The document will be developed in accordance with AB 98. Following the guidelines of AB 98 where the routes should go, what classification of roadways should be used, the land use zoning, the signage used, the distribution of information regarding the routes, involvement of stakeholders and all community representatives, and extensive input from the economic segments of the community. The analysis will include the following:

- New Truck Route Identification
 - Identify a truck volume threshold for pavement design
 - Review bike lane conflicts with truck routes
 - Review and address truck parking throughout the City's public right of way
 - Identify and establish new truck route maps
 - Recommendations of truck route sign locations
- Public Outreach and Stakeholder Involvement
 - Hold public hearings to gather input and information from the public and stakeholders
 - Make final truck route maps available to the public through GIS
- Moreno Valley's Circulation Element Update - The update will include the new established truck route maps

All of the subtasks under the commercial vehicle network safety analysis will be documented to form the basis of an addendum to the Local Roadway Safety Plan document, titled "Commercial Vehicle Network Safety Action Plan". The Plan





will include an introduction, background, discussion of the commercial vehicle network safety and recommendations, AB-98 legislation, truck route identification, and summarize outreach involvement. Willdan will prepare the plan in accordance with all Caltrans and Federal Highway Administration requirements. Electronic files of the Draft Safety plan will be submitted to City Staff for review. Willdan will assist the City in circulating the Draft to identified stakeholders. A comment matrix will be made to ensure all comments are incorporated into the Final Plan.

Willdan will prepare a PowerPoint presentation to support City staff in presenting the Commercial Vehicle Network Safety Action Plan to the City Council and the Public Safety Committee. As mentioned in Task 1, Willdan will attend a kick-off meeting in addition to progress meetings and public meetings (as needed) while preparing the Commercial Vehicle Network Safety Amendment to the City's Local Roadway Safety Plan.

Task 3 – Safety Improvements at Signalized Intersections

Traffic Signal Crash Analysis and Mitigation Plan:

Intersection crash data will be analyzed to identify intersection crash trends and identify signalized intersection locations and mitigations that should be given the highest priority. Willdan will perform a comprehensive collision analysis of all 190 signalized intersections throughout the City and will prepare an existing conditions assessment of each location. The analysis will utilize the 5-year collision data obtained by Willdan. The analysis will include considerations of crash factors, systemic safety analysis, priority safety strategies, infrastructure safety projects, and behavioral safety strategies. The collision analysis will include, but not be limited to:

- Document traffic patterns, roadway features, traffic volumes, crash type, driver factors, and environmental conditions with special attention directed to mid-block crosswalks.
- Identify high-collision signalized intersections to pinpoint causes of collisions, including highest occurring crash types, crash factors and injury severity.
- Evaluate results of crash data and existing conditions analysis to identify collision patterns and common collision types within City.
- Conduct a detailed analysis of all 200 signalized locations identified in the analysis. These locations will include a deeper analysis of the existing conditions, documenting the traffic patterns, roadway features, traffic volumes, crash type, driver factors, and environmental conditions with special attention directed to mid-block crosswalks.
- Propose recommended improvements for each signalized location based on the detailed collision and existing conditions analysis.

Roadway characteristics will be evaluated to determine if they contributed to potential causes of the crash patterns identified during the collision analysis task. Based upon the collision analysis and roadway data, a list of potential safety countermeasures that best fit the road, traffic, and safety conditions at specific locations will be developed rather than offering a generic list of possible improvements. The City's intersections, crosswalks, and traffic control devices will be individually evaluated to document traffic patterns, roadway features, traffic volumes, crash history, and environmental conditions that may pose a risk to future collisions.

Fiber Optic Master Plan:

In this task Willdan will develop a fiber optic network master plan to connect the City's traffic signals, cameras and all other ancillary communication devices. Currently, Moreno Valley has some fiber optic network connections but needs an overall master plan. The development of this master plan will allow for greater signal coordination to provide progression along the City's roadways. Better signal synchronization and signal timing has been identified by the National Highway Traffic Safety Administration as a measure to increase safety and reduce collisions, for example rear end collisions. This system will also provide real-time information of traffic conditions that allows for faster reactions to congestion and emergencies.

III- Top Intersection and Corridor Spotlight

3- Florence Avenue at Woodruff Avenue

The signalized intersection of Florence Avenue at Woodruff Avenue has the third highest weighted collision rate in the City of Downey with 15 collisions occurring in a 4-year study period, 2 resulting in fatalities. The 2 fatal crashes involved unsafe speeding and automobile right of way. 60% (9) of the collisions were broadside collisions no collisions involving left turning movements. No collisions involved pedestrians while one of the collisions involved a bicycle.

Existing Conditions

Figure III-3 illustrates the intersection of Florence Avenue at Woodruff Avenue. The following list identifies the existing condition of the intersection.

- The traffic signal hardware is currently in good condition
- The school crosswalk striping is faded
- A crossing guard helps students cross the intersection during school start and release times
- Florence Avenue has protected-permissive traffic signal phasing



Figure III-3: The signalized intersection of Florence Avenue at Woodruff Avenue

Recommended Improvements

- Improve intersection striping and signage.
- Upgrade Signal Timing to implement a Leading Pedestrian Interval (LPI)
- Conduct a traffic study to identify if protected or protected-permissive left turn phasing on all approaches is appropriate. Based on crashes alone, the warrant is not met.



In order to develop a fiber optic master plan, we need to understand the City's existing fiber optic and ITS infrastructure. Willdan's subconsultant, Crosstown Electrical & Data (Crosstown), will conduct field investigations to verify and field locate existing traffic signal equipment including signal controllers, communications components, and ITS equipment located at the City's 200 traffic signal locations. Crosstown will also locate and field verify any existing fiber optic infrastructure, making sure to identify the ownership. All of the field inventory results will be summarized and included as part of the fiber optic master plan.

Willdan will also conduct meetings with the various City departments to understand their current and future fiber optic demands. These interactive meetings the City departments will help guide the development of the fiber optic master plan. The master plan will be developed with a goal of redundancy and efficiency of the fiber optic network and an outlook of 20 years. The project team will also research autonomous and connected vehicle technologies to insure the fiber optic master plan includes provisions for their capabilities in the future. This task may also include discussions with automotive manufacturers on their future technologies and how the City of Moreno Valley can align with their vision.

Signalized Intersections Supplemental Safety Improvement Plan Report

All of the subtasks under the safety improvements at signalized intersections will be documented to form the basis of an addendum to the Local Roadway Safety Plan document, titled "Safety Improvements at Signalized Intersections Plan Report". The Plan will include an introduction, background, discussion of the safety improvements at signalized intersections analysis and recommendations, and a summary of the fiber optic master plan with the actual plan included as an appendix. Willdan will prepare the plan in accordance with all Caltrans and Federal Highway Administration requirements. Electronic files of the Draft Safety plan will be submitted to City Staff for review. Willdan will assist the City in circulating the Draft to identified stakeholders. A comment matrix will be made to ensure all comments are incorporated into the Final Plan.

Willdan will prepare a PowerPoint presentation to support City staff in presenting the Safety Improvements at Signalized Intersections to the City Council and the Public Safety Committee. As mentioned in Task 1, Willdan will attend a kick-off meeting in addition to progress meetings and public meetings (as needed) while preparing the Safety Improvements for Signalized Intersections Amendment to the City's Local Roadway Safety Plan.

Task 4 – School Route and Pedestrian Safety

The third task is to address school safety concerns at two schools located within the City. At each school there are issues concerning pick-up/drop-off operations and pedestrian access. For each school location, Willdan will conduct a site visit to each school to observe school pick-up and drop-off operations and solicit feedback from school staff regarding pedestrian safety, circulation, and traffic issues. Willdan will also collect average daily traffic counts with speed profiles, pedestrian counts, and observational data for each school during the daily drop-off and pick-up operation. Based on the data and feedback received, Willdan will develop recommended improvements to address the concerns raised by the school community. Willdan's recommendations will be shown on conceptual exhibits along with preliminary cost estimates that will be incorporated into the final report. In general, Willdan will address the issues at the following two schools:

- **Hidden Springs Elementary** is located on Hidden Springs Drive between Greenridge Drive and Country Crest Drive. At this school there are circulation challenges with vehicle and pedestrian access during the drop-off and pick-up operations. Willdan will collect data, work with school officials, and investigate the existing conditions at the school. Utilizing this background information, we will recommend safety measures and improvements that will benefit the safe access to this school.
- **Valley View High School** is located on Nason Street between Eucalyptus Avenue and Dracaea Avenue. Loading and Unloading of students takes place on campus with vehicles entering on Nason Street and exiting on Dracaea Avenue. There is also a loading/unloading zone on Eucalyptus Avenue. Willdan will meet with school staff and discuss the issues and propose appropriate solutions. We will collect volume, speed, and video surveillance data to analyze the existing pick-up and drop-off operation. We will recommend safety measures and improvements that will benefit the safe access to this school.

All of the subtasks under the safety improvements for two schools will be documented to form the basis of an addendum to the Local Roadway Safety Plan document, titled "School Route and Pedestrian Safety Plan Report". The Plan will include an introduction, background, discussion of the safety improvements for two schools analysis and recommendations, conceptual exhibits, cost estimates, warrant analysis (if any), and summary of school feedback received. Willdan will prepare the plan in accordance with all Caltrans and Federal Highway Administration requirements. Electronic files of the Draft Safety plan will be submitted to City Staff for review. Willdan will assist the City in circulating the Draft to identified stakeholders.





Willdan will prepare a PowerPoint presentation to support City staff in presenting the School Route and Pedestrian Safety to the City Council and the Public Safety Committee. As mentioned in Task 1, Willdan will attend a kick-off meeting in addition to progress meetings while preparing the School Route and Pedestrian Safety Amendment to the City's Local Roadway Safety Plan.

Deliverables

Task	Deliverables
1. Project Management	<ul style="list-style-type: none"> Meeting agendas and minutes for all meetings Project Schedule
2. Commercial Vehicle Network Safety	<ul style="list-style-type: none"> Detailed analysis summary of existing and proposed truck routes. Circulation Element Update Electronic Submittal of Draft Commercial Vehicle Network Safety Plan Electronic files of the Final Commercial Vehicle Network Safety Plan Electronic files of PowerPoint Presentation
3. Safety Improvements at Signalized Intersections	<ul style="list-style-type: none"> Map of existing and proposed traffic signal equipment. Crash analysis and mitigation report at 190 traffic signals List of prioritized safety projects at signalized intersections Map with existing and proposed fiber optic network and master plan List of existing and proposed communication equipment Electronic Submittal of Draft Safety Improvements at Signalized Intersections Plan Electronic files of the Final Safety Improvements at Signalized Intersections Plan Electronic files of PowerPoint Presentation
4. School Route and Pedestrian Safety	<ul style="list-style-type: none"> Draft and Final Countermeasure recommendations for the schools Electronic Submittal of Draft School Route and Pedestrian Safety Plan Electronic files of the Final School Route and Pedestrian Safety Plan Electronic files of PowerPoint Presentation

Quality Assurance and Quality Control (QA/QC)

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

Project Controls



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

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



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





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



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



Quality Assurance and Quality Control procedures are critical to ensuring sound engineering practices and quality deliverables are produced for our clients. Willdan operates daily under a company-wide Quality Assurance/Quality Control (QA/QC) Program. In accordance with Willdan’s QA/QC Manual, a QA/QC officer is assigned to every contract. As part of his daily responsibilities, Mr. Farhad Iranitalab, PE, TE, is the assigned QA/QC officer for this project and will provide quality assurance oversight. Typical QA/QC activities include assigning the appropriate technical staff to the project, selecting the proper technical project approach, establishing a project schedule that meets internal Willdan and City deadlines, and determining the proper level of QA/QC review. Many of these QA/QC activities have already been discussed as part of this proposal preparation. Project-specific QA/QC activities will be planned at the beginning of a project.

The four levels of QA/QC review for project deliverables include:

- Level 1 – Peer review only
- Level 2 – Peer review and editorial review (documents)
- Level 3 – Peer review, editorial review, and professional engineer review
- Level 4 – All elements of Level 3 plus additional reviews by specific technical experts

The two major components of the QA/QC review are communication and technical reviews. A Level 2 QA/QC review will be performed on the LRSP to ensure the Plan is reasonably organized, text and presentation are understandable and easy to follow, any required formats are followed and there are no grammatical or spelling errors. This level of QA/QC review will also ensure the Plan satisfies the required deliverables identified in the Scope of Work. A Level 3 QA/QC review will be performed specifically as it relates to the technical issues of the B/C ratio calculations and determining if the proposed countermeasures are sound and appropriate.

LRSP Experience and Other Safety Reports

History and Experience Providing the Requested Services

Willdan offers the full range of services for LRSP and related projects, including traffic engineering and transportation planning, including field investigations, traffic data collection and analysis, traffic impact studies and analyses, engineering, and traffic survey implementations and recertifications, traffic designs, and overall project management. Our team is experienced in safety analysis methodologies for LRSPs and has been involved with this specific type of planning and reporting since the advent of the systemic safety analysis report – the predecessor to the local roadway safety plan. Our expertise has been enhanced through his participation in preparing – and overseeing the preparation of – grant funding applications for HSIP and ATP funding.

The following table lists our most recent LRSP, SSAR and HSIP grant application projects for city clients.

Local Road Safety Plan	▪ City of Moreno Valley	▪ City of Bell	▪ City of Downey
	▪ City of Inglewood	▪ City of Lakewood	▪ City of Rolling Hills Estates
	▪ County of Napa	▪ City of Paramount	▪ City of La Puente



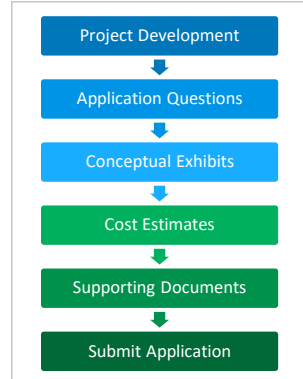


Systemic Safety Analysis Report	<ul style="list-style-type: none"> City of La Cañada Flintridge City of West Covina City of Ridgecrest
Other Safety Reports	<ul style="list-style-type: none"> City of Bellflower Traffic Calming Policy City of Rolling Hills Estates Traffic Calming Policy City of Pico Rivera Traffic Calming Handbook City of Paramount Traffic Calming Studies City of La Puente Safety Studies City of Bell Traffic Calming Studies

Willdan offers expertise in funding sources to assist our clients with obtaining available funding for current and future capital improvement projects. Our team offers vast knowledge of local/state/federal funding availability, along with administration and procurement requirements, for a wide variety of funding sources. Willdan's staff members have prepared numerous funding and competitive grant applications for various client cities. The applications generally require extensive research to investigate facilities and existing conditions, soliciting support from local civic groups, and completing a detailed cost estimate for project implementation.

Willdan proposes our proficiency in grant writing and selecting winning projects as highlighted below.

- Submittals have a greater than 68 percent award rate on competitive state and federal grants
- 25 grant applications were prepared for clients during the Highway Safety Improvement Program (HSIP) Cycle 10 Call for Projects in 2020 with 20 applications being selected for funding – an 80 percent success rate totaling \$17,816,700
- Clients have been awarded over \$100 million in federal/state and local grants over the past five years



Experience with the City of Moreno Valley

Willdan has been providing professional consulting services to the City of Moreno Valley since 1999. We have provided traffic engineering, civil engineering, plan check, building and safety, planning, geotechnical, financial consulting, and federal compliance services. [Willdan has recently provided updates to the City's Local Roadway Safety Plan \(LRSP\) in 3 Areas shown in the reference project below.](#)

Related Experience

Client references have been provided for a representative sampling of Willdan's clients/projects. We encourage the City to contact the listed agencies to verify Willdan's commitment to excellence, project schedules, and project budgets.

Roadway Safety Plan in 3 Areas

City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552	Contact: Wei Sun, TE, PTOE, City Traffic Engineer (951) 413-3140 weis@moval.org
Total Construction Cost: \$481,700 (fee)	Year Completed: On-going
Project Team: Wes Pringle, Nicole Spann, Jeffrey Lau, Emilio Murga	
Services Provided Preparation of a Traffic Calming Plan, Truck Safety Analysis and Burro Vehicle Collision Safety Study	

Willdan has been developing the Safety Improvements in Three Areas addendum to the LRSP. First evaluating a policy to implement roundabouts and speed cushions (humps) as part of an overall traffic calming plan for the City. Second, obtaining truck traffic volumes, reviewing the City's truck crash history on an aggregate basis to identify high-risk roadway characteristics rather than looking at high-collision concentration locations through site analysis, and evaluating the current truck routes. In particular, the truck traffic along Sunnymead Boulevard has been studied for recommended safety improvements. Third, reviewing the crash history of cars versus burros in the northern part of the city to identify the best areas to recommend measures to decrease incidents.





Local Roadway Safety Plan

City of Downey

11111 Brookshire Avenue
Downey, CA 90241

Contact: Ed Norris, Deputy Director of Public Works Director
(562) 904-7110
enorris@downeyca.org

Total Construction Cost: \$56,933 (fee) **Year Completed:** 2022

Project Team: Nicolle Spann, Jeffrey Lau, Emilio Murga

Services Provided Preparation of a Local Roadway Safety Plan

Willdan prepared an LRSP for the City of Downey. The draft report was completed and shared for review by the project stakeholders. The plan evaluated crash history on an aggregate basis to identify high-risk roadway characteristics, rather than looking at high-collision concentration locations through site analysis. TIMS and SWITRS were used for the collision analysis. With a population of 114,400, Downey had a 6-year crash history of 5,557 Citywide crashes between 2015 and 2020. Willdan set up virtual meetings with stakeholders from the public works department, planning department, enforcement, fire department, and school district to identify collision hot spot locations and location-appropriate countermeasures and projects throughout the City. The evaluation helped identify safety projects within the City and prioritize countermeasures across the entire system. The results of the evaluation identified safety projects within the City that can be used to apply for future funding consideration through the HSIP and other safety program applications. The LRSP developed a prioritized list of 5 safety projects with competitive benefit-cost ratios that were included in HSIP Cycle 11 applications. The project was completed on time and within budget. In 2024, Willdan prepared an updated LRSP for the City of Downey and proposed new projects based on the new crash data that were included in HSIP Cycle 12 applications.

LAWA ITS

City of Inglewood

One Manchester Boulevard
Inglewood, CA 90301

Contact: Peter Puglese, City Traffic Engineer
(310) 412-5333
ppuglese@cityofinglewood.org

Total Construction Cost: \$11,364,550 **Year Completed:** 2022 (design)

Project Team: Kevin Custado

Services Provided Preparation of Plans, Specifications and Estimate and Construction support

Willdan provided engineering design and system integration for the preparation of plans specifications and estimates (PS&E) for the LAWA ITS Improvements at various locations throughout the City of Inglewood. The project limits include Century Boulevard from La Cienega Boulevard to Van Ness Avenue and La Cienega Boulevard from Florence Avenue to Century Boulevard. The design generally consisted of installing 6 Changeable Message Signs (CMS) at various locations, traffic signal modifications at 21 locations including but not limited to 2070 ATC controller cabinet upgrades with ethernet switches, video detection, advanced loop detection, CCTV cameras, main fiber optic hub, and fiber optic communications equipment. The design also included installation of 15,800 linear feet of 2 - 288 SMFO fiber optic cable and conduit system along Century Boulevard from La Cienega Boulevard to Van Ness Avenue and 6,600 linear feet of new 2 - 288 SMFO fiber optic and conduit system on La Cienega Boulevard from Florence Avenue to Century Boulevard including new fiber optic ITS hubs at La Cienega Boulevard/Manchester Boulevard and Century Boulevard/Crenshaw Boulevard. The project included coordination with multiple jurisdictions. Coordination comprised of City of Los Angeles for traffic signal modifications, County of Los Angeles for traffic signal modifications and Caltrans for encroachment permits at the signalized intersections along I-405 freeway. The Willdan team was comprised of Willdan Engineering, who performed the design by preparing the PS&E for the project and Kimley Horn and Associates Inc, who performed the ITS integration and fiber assignment component for the project.

Local Roadway Safety Plan

City of Paramount

16400 Colorado Avenue
Paramount, CA 90723

Contact: Adriana Figueroa, Director of Public Works
(562) 220-2100
afigueroa@paramountcity.com

Total Construction Cost: \$73,600 (fee) **Year Completed:** 2022

Project Team: Nicolle Spann, Jeffrey Lau, Emilio Murga

Services Provided Preparation of a Local Roadway Safety Plan and Grant Funding Administration





Willdan developed a citywide LRSP to systemically analyze and identify safety problems and develop recommendations for safety improvements in the City of Paramount. This evaluation identified safety collision hot spots in the City, developed countermeasures to address those hot spot locations, and packaged together systemic projects that are turn-key for future HSIP applications. TIMS and SWITRS were used for the collision analysis. With a population of 54,400, Paramount had a 5-year crash history of 2,974 Citywide crashes between 2017 and 2021. Citywide trends and mitigation measures were identified and presented to the project stakeholders. We performed a thorough evaluation of the top 10 intersection and corridors, which helped identify spot location projects and identify trends that developed into systemic Citywide projects.

Paramount has been awarded \$581,900 in HSIP Cycle 10 funding using two projects that were identified early-on in the LRSP development process. Following the completion of the LRSP, two projects were submitted for HSIP Cycle 11, hoping to win the City over \$1 million in HSIP Cycle 11 funds. The project was completed on time and within budget.

Resource Allocation Matrix

CITY OF MORENO VALLEY SUPPLEMENTAL SAFETY IMPROVEMENT PLAN, PHASE II PROPOSED PROJECT HOURS Revised 6/4/2025

SUMMARY TASK	WILLDAN ENGINEERING									Estimated Hours
	Deputy Director of Engineering	Traffic Engineer II	Design Manager	Senior Engineer II	Associate Engineer II	GIS Analyst II	Assistant Engineer IV	Assistant Engineer III	Administrative Assistant II	
Task 1 - Project Management										
Project Management	16.0	80.0	20.0	20.0						136.0
Project Kick-off Meeting	2.0	2.0	2.0	2.0				2.0		10.0
Project Team Meetings		10.0	10.0	10.0				10.0	4.0	44.0
Subtotal	18.0	92.0	32.0	32.0	0.0	0.0	0.0	12.0	4.0	190.0
Task 2 - Commercial Vehicle Network Safety										
Review Truck Movements, Parking, and Bike Conflicts		8.0		32.0				16.0		56.0
Evaluate & Revise Truck Route Plan	2.0	16.0		56.0		40.0		36.0		150.0
Prepare Update to Circulation Element	2.0	8.0		32.0				24.0	2.0	68.0
Commercial Vehicle Supplemental Safety Improvement Plan Report	2.0	20.0		20.0				8.0	4.0	54.0
Prepare City Council & Public Safety Committee Presentations	2.0	16.0		16.0					8.0	42.0
Subtotal	8.0	68.0	0.0	156.0	0.0	40.0	0.0	84.0	14.0	370.0
Task 3 - Safety Improvements at Signalized Intersections										
Review Existing Information			20.0		20.0		20.0			60.0
Traffic Signal Crash Analysis		2.0		20.0				40.0		62.0
Intersection Crash Mitigations (200 Locations)	4.0	20.0		40.0				96.0		160.0
Develop Recommended Safety Projects	4.0			40.0				20.0		64.0
Inventory Existing Fiber Optic Infrastructure			180.0							180.0
Prepare Citywide Fiber Optic Network Plan	20.0		140.0		160.0	60.0	100.0		4.0	484.0
Safety Improvements at Signalized Intersections Plan Report	4.0	8.0	40.0	16.0	8.0		80.0	8.0	4.0	168.0
Prepare City Council & Public Safety Committee Presentations	4.0	16.0	16.0		16.0				8.0	44.0
Subtotal	36.0	30.0	396.0	116.0	204.0	60.0	200.0	164.0	16.0	1222.0
Task 4 - School Route and Pedestrian Safety										
Review Existing Conditions For Each School		16.0		4.0				4.0		24.0
Collision Data Analysis & Data Collection		8.0		4.0				8.0		20.0
Develop Safety Recommendations For Schools	2.0	32.0		32.0			32.0	40.0		138.0
School Route and Pedestrian Safety Plan Report	2.0	20.0		20.0				8.0	4.0	54.0
Prepare City Council & Public Safety Committee Presentations	2.0	16.0		16.0					8.0	42.0
Subtotal	6.0	92.0	0.0	76.0	0.0	0.0	32.0	60.0	12.0	278.0
TOTAL (Tasks 1 thru 4)	68.0	282.0	428.0	380.0	204.0	100.0	232.0	320.0	46.0	2060.0



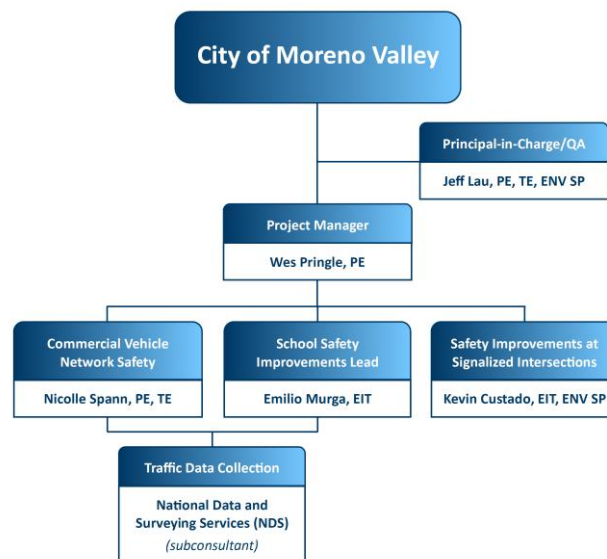


Proposed Staff/Team

The team proposed for the City's project has directly relevant experience in reviewing and conducting traffic collision analyses and recommending proper countermeasures; transportation planning; preparing safe route to school plans and active transportation plans; pedestrian and bicycle studies, traffic operations studies and traffic control devices studies; neighborhood traffic management, traffic impact studies and mitigation measures. As contract city staff, they regularly review and prepare traffic impact studies and prepare assessment letters and conditions of development. As part of the process, we evaluate the feasibility of mitigation measures proposed by developers and require modifications as needed. Our involvement extends to presenting our findings to Commissions and Councils. Willdan's success has been built around our ability to communicate with, receive input from, and satisfy the needs of the client, stakeholders, advisory groups, decision-makers, and the community.

Since many of our staff members have served in a public agency management capacity or have public agency employment backgrounds, we are very familiar with the unique processes and policies of public agencies. This familiarity allows our staff members to execute projects that meet public agency staffs', Commissions', and Councils' goals and generate public acceptance.

Willdan's team has directly relevant experience in reviewing and conducting traffic collision analyses and recommending proper countermeasures; preparing LRSPs; transportation planning; preparing safe route to school plans and active transportation plans; pedestrian and bicycle studies, traffic operations studies and traffic control devices studies; neighborhood traffic management, traffic impact studies and mitigation measures. As contract city staff, they regularly review and prepare traffic impact studies and prepare assessment letters and conditions of development. As part of the process, they evaluate the feasibility of mitigation measures proposed by developers and require modifications as needed. This involvement extends to presenting our findings to Commissions and Councils.



Organization chart depicting the roles and communication among our proposed project team

Key Personnel

For our key personnel, we have selected individuals with extensive expertise and directly related experience to ensure that services provided adhere to company-wide policies including the quality and integrity of project deliverables and team performance. They are supported by a talented technical support team ready to implement successful project delivery. The project manager selected to serve the City is a highly qualified individual with the task-to-talent match to meet stated goals.

Principal-in-Charge / Quality Assurance Manager

Jeffrey Lau, PE, TE will serve as **Principal-in-Charge and Quality Assurance Manager**. His background involves extensive experience with traffic engineering and transportation planning. He is experienced in traffic safety analysis and is currently managing the development of LRSPs for the Cities of Downey, La Puente, Paramount, and County of Napa. He has also prepared similar Systemic Safety Analysis Reports (the precursor of the Local Road Safety Plan) for the Cities of La Cañada Flintridge, West Covina, and Ridgecrest. Mr. Lau has assisted these clients by preparing grant funding applications for the HSIP and ATP programs and recommending candidate projects. He is intimately familiar with developing safety projects utilizing countermeasures from Caltrans' Local Roadway Safety Manual that feature competitive benefit/cost ratios. During the previous HSIP Cycle 10 Call for Projects, Mr. Lau spearheaded development of twenty successful HSIP grant applications that were awarded over \$17 million in funding.

Project Manager

Wes Pringle, PE, will serve as **Project Manager**. He has over 34 years of experience as a Transportation Engineer for the City of Los Angeles, where he worked with the Bureau of Engineering on implementing the current street standards and the adopted Mobility Plan. He also worked with development projects in establishing Transportation Demand Management





strategies that improve the pedestrian, transit, and biking experience in the City. He has worked with multiple development projects on implementing traffic calming elements to prevent impacts to neighboring communities. He has worked on truck management plans with the Los Angeles Harbor Department and worked on the Alameda Corridor project. Mr. Pringle represented LADOT at City Planning Subdivision Public Hearings and Community Meetings and reviewed access and circulation plans for building permit applications, parcel maps, and tract maps. He also developed a traffic modeling report for the western region of the City of Los Angeles, the Western Transportation Studies District. Mr. Pringle is a Member of the Institute of Transportation Engineers (ITE), a guest lecturer of Transportation Engineering at the University of Southern California, and an Editor of ITE's Expert Witness Council Newsletter.

Technical Support Team

Willdan's key personnel will be supported by a talented technical support team ready to implement successful project delivery.

Support Team	Credentials	Experience
Nicolle Spann, PE, TE <i>Senior Engineer</i> 11 Years of Experience	<ul style="list-style-type: none"> Traffic Engineer, California No. 2933 Civil Engineer, California No. 91787 	<ul style="list-style-type: none"> Managed teams for the preparation of LRSPs, HSIP grant applications, and traffic calming policies Knowledgeable in traffic engineering safety studies, citywide collision analysis, countermeasure development, and traffic calming applications.
Emilio Murga, EIT <i>Assistant Engineer</i> 8 Years of Experience	<ul style="list-style-type: none"> Engineer-in-Training, California No. 162881 	<ul style="list-style-type: none"> Knowledgeable in preparing HSIP grant applications and LRSPs Experience with preparing traffic studies including engineering and traffic surveys, stop sign and traffic signal warrants, and traffic calming
Kevin Custado, EIT, ENV SP <i>Design Manager</i> 11 Years of Experience	<ul style="list-style-type: none"> Engineer-in-Training, California No. 153964 Envision Sustainability Professional No. 45402 	<ul style="list-style-type: none"> Knowledgeable in ITS infrastructure and planning Experience in preparing plans, specifications and estimates for ITS and traffic signal projects

Subconsultant

Willdan will be enhancing our in-house capabilities of our own staff with one subconsultant. National Data and Surveying Services (NDS) will be providing data collection services.

National Data & Surveying Services (NDS) was founded in 1989 to deliver accurate and cost-effective solutions to our client's traffic, transit, and GIS/GPS data collection needs. NDS is one of the largest traffic data collection firms in the nation, with an outstanding team of well over 100 professional full-time employees. NDS has experienced staff working throughout the State of California that have been trained thoroughly on turning movement counts, bicycle/pedestrian/non-motorized counts, volume/class/speed average daily traffic counts, occupancy counts, driveway counts, spot speed counts, travel time counts, origin-destination counts, queue counts, parking inventory/occupancy/turnover counts, delay counts, gap counts, saturation flow rate counts, and video data collection.

NDS Recent Similar Projects Completed

City of Ontario

303 East B St, Ontario, CA 91764
Mauricio Diaz, Principal Engineer
(909) 395-2123

City of Malibu

23825 Stuart Ranch Rd, Malibu, CA 90265
Arthur Aladjadjian, PW Superintendent
(310) 456-2486 ext. 235

City of Upland

1370 N Benson Ave, Upland, CA 91786
Ponce Yambot, Principal Engineer
(909) 931-4235

Proposed Staff/Team Resumes

Willdan has provided our staff/team resumes in the appendix of this submittal.





Required Statements

A.	A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.	Willdan agrees that the 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.	Willdan agrees that the RFP and Willdan's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when the Agreement is fully executed by Willdan 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."	Willdan agrees that our services to be provided and our fees will be in accordance with the City's RFP. Willdan does not have any 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.	Willdan does not have any additions or exceptions to the City's Request for Proposal.
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.	Willdan's qualifications applicable to this project including the names, qualifications, and proposed duties of Willdan'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 Willdan's staff should become unavailable, Willdan may substitute other staff of at least equal competence only after prior written approval by the City.
F.	A resource allocation matrix 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.	Willdan has provided a resource allocation matrix with our proposal. The resource allocation matrix lists detailed tasks in rows, and the appropriate individual (Job Title Only), as well as the number of hours that these individuals will be working on each task listed, included in adjacent columns. The resource allocation matrix and the project design schedule for Willdan and our sub-consultant are included in this submittal. Willdan's proposed scope of services does not include geotechnical services so no hours will be provided for geotechnical tests, inspection, or survey work.
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.	Willdan has provided our sub-consultant's qualifications applicable to this project, including a list 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.	Willdan acknowledges and understands that Willdan will not be allowed to change the sub-consultant without written permission from the City.
I.	A statement that all charges for Consultant (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with, and made a part of said Consultant's Proposal.	All charges for Willdan Engineering's services are a "Not-to-Exceed Fee," which includes conservatively estimated reimbursable expenses, as submitted with, and made a part of, Willdan'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.	Willdan will document and provide the results of the work to the satisfaction of the City. This may include the 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.	Willdan will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior to, during, or after the construction work.
L.	A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. An itemized cost breakdown for the work described herein must be submitted in a separate file, entitled Cost file, as part of the Consultant's Proposal submittal. All extra work will require prior approval from the City.	Willdan has provided a copy of our hourly rate schedule that will be used in invoicing for progress payments and for extra work incurred that is not part of this RFP. Willdan has provided an itemized cost breakdown for the work described in this submittal in a separate file, titled Cost file, as part of Willdan's Proposal submittal. Willdan agrees that all extra work will require prior approval from the City.
M.	A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.	Willdan will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
N.	A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state, or local laws or regulations the strictest shall be adhered to.	Willdan agrees that all federal laws and regulations will be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state, or local laws or regulations the strictest 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.	Willdan will allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records will be retained for at least three years.
P.	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.	Willdan will comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
Q.	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.	Willdan will comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
R.	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.	Willdan offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 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.





Required Forms

- Attachment A – Required Response Template
- Attachment B – Special Provisions
- Attachment C – Client References
- Non-Collusion Affidavit
- Exhibit 10-O1 – Consultant Proposal DBE Commitment
- Exhibit 10-Q - Lobbyist Disclosure
- Non-Collusion Declaration





Attachment A – Required Response Form

I. Company Information: Name, Contracts, History, Scope of Services

Please provide the following information about your company:

A. Company Legal Name, Address, phone, fax, email website	Willdan Engineering 650 E. Hospitality Lane, Suite 400 San Bernardino, CA 92408	Phone: (909) 386-0200 Fax: N/A www.willdan.com
B. Prior company names (if any) and years in business; mergers, buyouts, etc.	Willdan Associates (1964-1999)	Willdan (1999-2008)
C. Organizational Structure	California Corporation	
D. Names and titles of the principal owner(s)	Willdan is a publicly owned business	
E. Person(s) authorized to make commitments for your company	Vanessa Munoz, PE, TE President and CEO	(562) 368-4848 vmunoz@willdan.com
F. Company history, experience, years in business for current company name	Willdan has been providing engineering services for the past 60 years.	
G. Annual company revenues for the last three fiscal years	FY 2021: \$353,755,000 FY 2022: \$429,138,000 FY 2023: \$510,095,000	
H. Tax ID number	95-2295858	
I. The Complete scope of services offered by your company	<p>Willdan Engineering (Willdan), a California Corporation, is part of Willdan Group, Inc. (WGI), a NASDAQ publicly traded Corporation and nationwide firm serving more than 800 public agencies and private sector clients. Founded in 1964 and headquartered in Anaheim, California, Willdan was originally established as a civil engineering firm, specializing in providing solutions for our public agency clients. Today, Willdan has over 1,700 employees operating out of 50+ offices located throughout the United States. We have supported the implementation of community visions through engineering, construction management, inspection, planning, building safety, and staff augmentation services. Willdan has completed various types of projects for over 98 percent of the cities and counties in California.</p> <p>Willdan's corporate-wide capabilities include a full range of civil and structural engineering, land planning, financial and economic consulting, geology and geotechnical engineering, environmental health and safety, and energy efficiency solutions consulting services. We provide professional services in all phases of Public Agency activities from project development, grant funding application assistance and administration, site analysis, and conceptual development to final design, construction management, observation, and project close-out.</p>	
J. The number of clients (including governmental) served in past and present	Over 2,100 clients	
K. Special qualification	<p>Traffic Engineering and Study Expertise</p> <p>Willdan has prepared a variety of traffic safety, parking, neighborhood traffic management, traffic impact, school area, pedestrian/cyclist safety, traffic calming, suggested route to school, signal timing, and traffic circulation studies; engineering and traffic surveys; and project study reports throughout California for client cities, Caltrans, other agencies, and private developers. Willdan's staff is well experienced in presenting traffic studies at Traffic Commission, Planning Commission, City Council, and other public hearings.</p>	





	While serving as City Traffic Engineers, our staff have performed reviews of traffic studies as part of their daily routine. Most of these studies are development related and include traffic impact, parking demand, and traffic circulation. Reviews often include providing conditions of approval. Other traffic study reviews include project study reports, traffic management plans, traffic signal warrant analyses, and traffic signal timing and coordination analyses.
L. <i>Contracts Terminated for cause, pending litigation or legal issues.</i>	Willdan Engineering has normal workers compensation, auto, and liability litigation in the course of our daily operation and none of the litigation materially impacts the financials of our company or will impact the performance of this agreement.
II. Resources: Staffing, Facilities, Equipment	
A. <i>Names and Titles of key management personnel</i>	Jeffrey Lau, PE, TE, ENV SP – Deputy Director of Engineering Wes Pringle, PE – Project – Traffic Engineer II
B. <i>Team to be assigned for these services.</i>	Nicolle Spann, PE, TE Emilio J. Murga, EIT Kevin Custado, EIT, ENV SP
C. <i>Qualifications of specific individuals who will work on the project.</i>	<p>Weston Pringle, PE – Project Manager Registered Professional Engineer, Civil Engineering, State of California No. 56856 Certified Building Plans Examiner, State of California No. 10072182 Transportation Engineer, City of Los Angeles Department of Transportation 34 Years of Experience</p> <p>Nicolle Spann, PE, TE – Technical Support (Commercial Vehicle Network Safety) Traffic Engineer, California No. 2933 Civil Engineer, California No. 91787 11 Years of Experience</p> <p>Emilio Murga, EIT – Technical Support (School Safety Improvements) Engineering-in-Training, California No. 162881 8 Years of Experience</p> <p>Kevin Custado, EIT, ENV SP – Technical Support (Safety Improvements at Signalized Intersections) Engineer-in-Training, California No. 153964 Envision Sustainability Professional No. 45402 11 Years of Experience</p>
D. <i>Amount of time and involvement of key personnel who will be involved in respective portions of the project.</i>	1,418 hours for all key personnel
E. <i>Resumes of all team members; provide only names and titles only; attach current resumes to proposal.</i>	Jeffrey Lau, PE, TE, ENV SP – Deputy Director of Engineering Wes Pringle, PE – Project – Traffic Engineer II Nicolle Spann, PE, TE – Senior Engineer II Emilio J. Murga, EIT – Assistant Engineer III Kevin Custado, EIT, ENV SP – Design Manager Ruben Gallego (NDS) – Data Collection
F. <i>Current number of employees: Full-time and part-time employees.</i>	1,700+
G. <i>Annual turnover rate of staff.</i>	Voluntary: 16% Overall: 20%





H. <i>Names of any subcontractor's you propose to use for our contract. Provide only names here; fill in the details on City-provided Subcontractor's List.</i>	National Data & Surveying Services
I. <i>Facilities that would be utilized to perform the required work.</i>	Willdan office: 650 E. Hospitality Lane, Suite 400, San Bernardino, CA 92408
J. <i>Equipment that would be utilized to perform the required work.</i>	Computers with engineering software and traffic data collecting equipment.

III. Required Services: Meeting or Bettering these Requirements

A. <i>Ability to perform specific tasks as outlined in the RFP.</i>	Our Proposal will demonstrate Willdan's full-service capabilities to provide engineering services for the City of Moreno Valley and our deep experience and commitment to high quality and customer satisfaction. Throughout our 60-year history, Willdan has served as a full-service, multidisciplinary firm specializing in municipal engineering and planning services along with a full complement of support disciplines necessary for executing small, medium, and large, complex projects. Willdan's core competencies are in direct alignment with the traffic engineering services identified for the City's Supplementary Safety Improvement Plan, Phase II Project. These services and in-house support disciplines encompass transportation planning, traffic safety analysis, traffic and ITS design, safety studies, and data collection. Serving public agencies on transportation projects is the cornerstone of Willdan's business. Our project team members have past experience working together on numerous transportation and traffic safety projects and possess expertise with the latest developments in safety technologies, construction methods, and application techniques.
B. <i>Reasonableness of your fee to do the work.</i>	Willdan strives to develop costs for our engineering services that are in line with industry cost standards; are competitive, based on technical competence and price; and are of similar quality and detail to industry standards. We combine this with a customer service approach that is driven by our strong desire to deliver superior results for our clients. Willdan's project managers are experts in assigning and managing just the right numbers of staff with the required levels of expertise to consistently achieve high quality on our projects. Through continuous improvement, we develop efficient practices that rely heavily on technology – including tools to conduct remote site audits and collaborative online document reviews – that have maintained maximum efficiency during the pandemic. As a result, we consistently deliver our projects with high customer satisfaction and within the original cost estimate.
C. <i>Current resources to meet or better all task and timeline requirements herein.</i>	Willdan's bench of staffing resources encompasses licensed and certified technical experts and specialists in traffic engineering and transportation planning. The breadth and diversity of the firm's expertise enables our team of experts to draw upon the considerable experience of the firm – maximizing efficiency, productivity, and quality in meeting project schedules and budgets. Our proposed team brings extensive experience in transportation projects with traffic safety analysis similar to the City's scope of work.
D. <i>Additional resources that might be needed to meet or better all task and timeline requirements of this request.</i>	No additional resources will be needed as Willdan is a full-service engineering consultant firm that can provide all of the services being requested in-house and has partnered with National Data and Surveying Services to provide data collection.
E. <i>How quickly could you provide additional, extra trained staff if requested by City for additional</i>	With over 350 staff members located in 16 California engineering offices and over 1,700 employees in 56+ offices nationwide, Willdan has the strength of staffing





<i>work beyond the original scope of services?</i>	resources and available in-house disciplines to provide comprehensive services and disciplines for any additional work beyond the original scope of services. These technical resources can be called upon at a moment's notice to provide additional support for this project.
F. <i>How quickly can you begin providing services if awarded the contract?</i>	Once a contract is fully executed and a Notice-to-Proceed (NTP) has been issued, Willdan has the availability and staffing resources to start this project immediately. Our proposed project manager, Mr. Wes Pringle, would be able to schedule a project kick-off meeting with City staff within one (1) week of receiving the NTP.
G. <i>Details of any improvement or upgrades your firm has designed or implemented.</i>	Willdan has been providing professional consulting services to the City of Moreno Valley since 1999. We have provided traffic engineering, civil engineering, plan check, building and safety, planning, geotechnical, financial consulting, and federal compliance services. Willdan is currently working on preparing Moreno Valley's Safety Plan in Three Areas and has also recently provided traffic engineering design services for three (3) HSIP funded traffic signal projects.

IV. Demonstrated and Technical Experience

Please describe your company's:

A. <i>Demonstrated record of success on work previously performed.</i>	Willdan has performed excellent on providing engineering services, having served over 90 percent of all California public agencies – including highly relevant project contracts with the cities of Moreno Valley, Inglewood, and Downey that are presented in our reference projects. Willdan and our proposed subconsultant have demonstrated superior performance working together on many similar projects in recent years. Willdan fosters and instills a corporate culture of Customer-First among our staff and in our day-to-day work environment. This is why our clients continue to select Willdan for their transportation/traffic engineering contracts — many for over 20 years.
B. <i>Specific method and techniques to be employed on the project or problem.</i>	Willdan has completed over 30,000 traffic engineering and transportation planning projects. We are experts in traffic engineering and transportation planning and bring a comprehensive vision to design implementable, forward-thinking engineering solutions that utilize technological innovations and lead the industry. We will draw upon these lessons learned and past performance successes and innovations to propose efficiencies and procedural innovations to the Scope of Work that are in the best interest of the City.

V. Work Plan

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to:

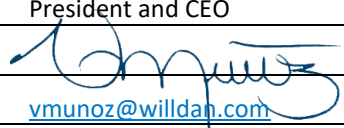
A. <i>How will you schedule professional and staff to ensure milestones and deadlines are met?</i>	<p>Mr. Pringle will promote team communication, collaboration, and proper documentation in managing all project phases. He will prepare a work plan that provides definitive directions to the project team as agreed to by the City during the initial kick-off meeting. The plan will address staffing and assignments, scope of work, deliverables, budget, and schedule with milestones.</p> <p>The schedule will be updated monthly to reflect actual and forecasted completions. Mr. Pringle will monitor all project progress weekly to anticipate and forecast potential issues and develop an advanced strategy to proactively mitigate problems before they impact the schedule. He will keep City staff informed of the overall schedule, including advanced notification of any necessary adjustments or actions to keep the project on track. Our approach to allocating resources and managing the schedule is outlined below.</p>
--	--





	<ul style="list-style-type: none"> Assign staff with the appropriate level of expertise that can develop and deliver submittals correctly the first time and avoid costly rework Ensure project requirements are clearly understood by all team members and reinforced through frequent team communications and meetings Develop thorough meeting minutes and hold team accountable for deadlines Identify issue(s) and assign extra support and effort if schedule indicates project elements need adjustments Create a detailed project schedule that outlines all tasks, including quality assurance and control efforts and tasks to be performed by City staff – with completion dates necessary to achieve the schedule goal Consistently use project tracking tools, such as issues logs, decision logs, monthly progress reports, and schedule updates Frequently update City staff on task progress and discuss corrective measures to maintain schedule
B. <i>Provide required response time to the urgent services requests.</i>	Willdan recognizes that effective, ongoing cooperative communication between all parties over the course of any assignment is essential to successful project completion. This communication starts with regular correspondence, teleconference discussions, and meetings with City staff seeking direction on issues that may arise and keeping City staff apprised of the project. Clear and concise progress updates are provided. Emails and teleconferences are utilized whenever possible and appropriately to minimize City staff time spent in meetings.
C. <i>How you will make up for workhours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.</i>	If it is determined that a project is falling behind schedule, Task Leads meet with the respective team members, identify the problem, and ensure that extra support and effort are expended to bring the project back on schedule. Willdan will keep City staff informed of the overall schedule, including advanced notification of any necessary adjustments or actions to remain on track. Task Leads will monitor all progress on a weekly basis. As a full-service, national, multi-disciplinary corporation, Willdan has a large reserve of talent to draw from if the need for backup is required to ensure the timely response to unforeseen situations. This back-up staff creates flexibility in our organization to provide the necessary resources to support a project to help bring it back on schedule.
D. <i>Provide any other relevant information that you believe would benefit City for the requested services.</i>	The fundamental goal of the Willdan team is to provide the City with the highest level of support in completing the requested services – customer satisfaction is our No. 1 Priority!

Submitted by:

Company Name: Willdan Engineering
 Contact Name: Vanessa Munoz, PE, TE
 Title: President and CEO
 Signature: 
 Email: vmunoz@willdan.com
 Phone: (562) 368-4848
 Date: December 10, 2024





Attachment B – Special Provisions

Attachment B: Special Provisions


All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM:	Willdan Engineering
SIGNATURE:	
PRINT NAME:	Vanessa Munoz, PE, TE
TITLE:	President and CEO

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | No exceptions taken |
| <input type="checkbox"/> | Exception taken to the scope of work or specifications |
| <input type="checkbox"/> | Exception taken to indemnification and insurance requirements |
| <input type="checkbox"/> | Exception to proposed contract language |
| <input type="checkbox"/> | Other |






Please explain any of the checked items:

N/A

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: Willdan Engineering DATE: 12/4/2024

BUSINESS ADDRESS: 650 E. Hospitality Lane, Suite 400, San Bernardino, CA 92408

SIGNATURE OF REPRESENTATIVE: 
BY: Vanessa Munoz, PE, TE TITLE: President and CEO

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

Vanessa Munoz, PE, TE President and CEO	Kate Nguyen Secretary
Willdan Engineering 2401 E. Katella Avenue, Suite 300 Anaheim, CA 92806	Willdan Engineering 2401 K. Katella Avenue, Suite 300 Anaheim, CA 92806





Attachment C – Client References

Willdan Engineering

1. Client's Company Name	City of Downey
Client Address	11111 Brookshire Avenue, Downey, CA 90241
Contact Name	Ed Norris
Contact's Title	Deputy Director of Public Works Director
Contact's Telephone & Fax	Phone: (562) 904-7110 Fax: N/A
Contact's Email	enorris@downeyca.org
Scope of Services/Products Provided	Preparation of a Local Roadway Safety Plan
Project Completion Date & Value	Date: 2022 Value: \$56,933 (fee)
2. Client's Company Name	City of Bellflower
Client Address	16600 Civic Center Drive, Bellflower, CA 90706
Contact Name	Len Gorecki
Contact's Title	Assistant City Manager/ Director of Public Works
Contact's Telephone & Fax	Phone: (562) 804-1424 ext. 2259 Fax: N/A
Contact's Email	lgorecki@bellflower.org
Scope of Services/Products Provided	Preparation of Traffic Calming Program
Project Completion Date & Value	Date: 2020 Value: \$174,000 (fee)
3. Client's Company Name	City of Rolling Hills Estates
Client Address	4045 Palos Verdes Drive North, Rolling Hills Estates, CA 90274
Contact Name	David Wahba
Contact's Title	Community Development/Public Works Director
Contact's Telephone & Fax	Phone: (310) 377-1577, ext. 103 Fax: N/A
Contact's Email	davidw@rollinghillsestatesca.gov
Scope of Services/Products Provided	Preparation of a Local Roadway Safety Plan and Grant Funding Administration
Project Completion Date & Value	Date: 2022 Value: \$76,100 (fee)
4. Client's Company Name	City of Inglewood
Client Address	One Manchester Boulevard, Inglewood, CA 90301
Contact Name	Peter Puglese
Contact's Title	City Traffic Engineer
Contact's Telephone & Fax	Phone: (310) 412-5333 Fax: N/A
Contact's Email	ppuglese@cityofinglewood.org
Scope of Services/Products Provided	Preparation of LAWA ITS Traffic Signal Communication Design
Project Completion Date & Value	Date: 2018 – 2022 Value: \$589,335 (fee)
5. Client's Company Name	City of Paramount
Client Address	16400 Colorado Avenue, Paramount, CA 90723
Contact Name	Adriana Figueroa
Contact's Title	Director of Public Works
Contact's Telephone & Fax	Phone: (562) 220-2100 Fax: N/A
Contact's Email	afigueroa@paramountcity.com
Scope of Services/Products Provided	Preparation of a Local Roadway Safety Plan and Grant Funding Administration
Project Completion Date & Value	Date: 2022 Value: \$73,600 (fee)





Attachment D – Non-Collusion Declaration

NONCOLLUSION DECLARATION

(To be executed by Bidder and Submitted with Bid)

The undersigned declares:


President Willdan

I am the and CEO of Engineering, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 12/4/2024 [date], at Anaheim [city], CA [state].

By: 
(signature)

Printed Name: Vanessa Munoz, PE, TE

Title: President and CEO






Exhibit 10-O1 – Consultant Proposal DBE Commitment

Local Assistance Procedures Manual

Exhibit 10-O1
Consultant Proposal DBE Commitment

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Moreno Valley, CA 2. Contract DBE Goal: TBD
3. Project Description: Moreno Valley Supplementary Safety Improvement Plan, Phase II Project No. 810 0024 (RFP No. 2024-063)
4. Project Location: Moreno Valley, California
5. Consultant's Name: Willdan Engineering 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
		To be determined if necessary	TBD
Local Agency to Complete this Section 17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ _____ Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ 21. Local Agency Representative's Signature 22. Date _____ 23. Local Agency Representative's Name 24. Phone _____ 25. Local Agency Representative's Title		11. TOTAL CLAIMED DBE PARTICIPATION TBD % IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature 12/10/2024 _____ 13. Date Vanessa Munoz, PE, TE (562) 368-4848 14. Preparer's Name 15. Phone President and CEO 16. Preparer's Title	

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

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

LPP 18-01

 Page 1 of 2
 January 2019




Exhibit 10-Q - Lobbyist Disclosure

Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

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: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
---	---	---

4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 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) (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)
--	--

12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____
--	---

13. Form of Payment (check all that apply): <input checked="" type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____	15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)
--	---

16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
---	--

Federal Use Only:	Signature: <u>Willdan is a publically traded</u> Print Name: <u>company and does not engage in</u> <u>lobbying activities.</u> Title: _____ Telephone No.: _____ Date: _____ Authorized for Local Reproduction Standard Form - LLL
--------------------------	--

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

LPP 13-01

 Page 1
 May 8, 2013



Appendix

Resumes





Weston S. Pringle III, PE

Traffic Engineer II

Project Role: Project Manager

EDUCATION

*BS, Civil Engineering,
California Polytechnic
University, Pomona,
California*

PROFESSIONAL CERTIFICATIONS

*Registered Professional
Engineer, Civil
Engineering, State of
California No. 56856*

*Certified Building Plans
Examiner, State of
California No. 10072182*

*Transportation
Engineer, City of Los
Angeles Department of
Transportation*

34 YEARS OF EXPERIENCE

Wes Pringle has over 34 years of experience as a Transportation Engineer for the City of Los Angeles, where he worked with the Bureau of Engineering on implementing the current street standards and the adopted Mobility Plan. He also worked with development projects in establishing Transportation Demand Management strategies that improve the pedestrian, transit, and biking experience in the City. Mr. Pringle represented LADOT at City Planning Subdivision Public Hearings and Community Meetings and reviewed access and circulation plans for building permit applications, parcel maps, and tract maps. He also developed a traffic modeling report for the western region of the City of Los Angeles, the Western Transportation Studies District. Mr. Pringle is a Member of the Institute of Transportation Engineers (ITE), a guest lecturer of Transportation Engineering at the University of Southern California, and an Editor of ITE's Expert Witness Council Newsletter.

Relevant Project Experience

Roadway Safety Improvements in Three Areas, City of Moreno Valley, CA. Project Manager. Willdan is currently working on enhancing the current LRSP to focus on data and improvements in traffic calming, truck traffic and safety, and burro crossing. Mr. Pringle has been leading the effort to organize all three safety improvement plans. He has been providing guidance on the direction of the approach to each study and has been reviewing the draft reports prior to submittal.

Traffic Signal Warrant Study for Paramount Blvd at Maxine St, City of Pico Rivera, CA. Project Manager. Willdan prepared a traffic signal warrant study for the intersection of Paramount Blvd and Maxine St to determine if a new traffic signal is warranted for installation. The location did not meet traffic signal warrants, so Willdan recommended improvements to enhance safety at the intersection.

Traffic Analysis of Greenspot Road between Club View Drive and Santa Paula Street, City of Highland, CA. Project Manager. Willdan is providing traffic engineering services for an analysis of the traffic circulation on Greenspot Road between Club View Drive and Santa Paula Street. The City was concerned with possible ways to mitigate speeding on Greenspot Road including a possible reduction in the posted speed limit. The analysis also included a traffic signal warrant analysis of the intersection of Greenspot Road and Alta Vista and an analysis for a protected left turn signal phase for eastbound Greenspot Road at Weaver Street. As part of the analysis, Willdan collected traffic data, reviewed collision history, and performed a field review of existing conditions.

Uncontrolled Marked Crosswalk Analysis, City of Lakewood, CA. Project Engineer. The City of Lakewood requested an analysis of uncontrolled marked crosswalks throughout the City. The analysis included 28 uncontrolled marked crosswalks on major arterials, collectors, and local roadways. Willdan gathered 24-hour and peak period turning movement counts at each location. Willdan also analyzed reported collision histories. Willdan conducted field reviews of the 28 locations gathering existing conditions information including roadway widths, striping, signing, curb markings, etc. The information gathered was used to determine what additional traffic controls - pavement markings, signs, flashing beacons, Stop controls, traffic signals, etc. - might be necessary to address conditions with respect to maintenance needs or CA MUTCD standards. This project was conducted in 2 Phases: Phase 1 - Data Collection; Phase 2 - Analysis.



Jeffrey Lau, PE, TE, ENV SP

Deputy Director – Engineering

Project Role: Principal-in-Charge/QA Manager

EDUCATION

*BS, Civil Engineering,
California State
Polytechnic University,
Pomona, CA*

PROFESSIONAL CERTIFICATIONS

*Civil Engineer, California
No. 83887*

*Civil Engineer, Colorado
No. 56366*

*Civil Engineer,
Washington No. 58065*

*Civil Engineer, Arizona
No. 70072*

*Traffic Engineer,
California No. 2835*

*Civil Engineer, Texas No.
140012*

*Civil Engineer, Nevada
No. 28303*

*Civil Engineer,
Minnesota No. 59453*

*Envision Sustainability
Professional No. 45376*

22 YEARS OF EXPERIENCE

Jeffrey Lau is an accomplished engineer for multi-discipline and multi-agency traffic and transportation projects such as traffic signals, signing and striping, street lighting, and construction traffic control. He oversees transportation design for Willdan's traffic engineering group and manages a variety of large- to small-scale projects. His responsibilities include the coordination, analysis, and design of various transportation projects, such as the preparation of plans, specifications, and estimates (PS&E); field investigations; and traffic data collection. He has also assisted with traffic impact studies and analyses, plan reviews, and engineering and traffic survey updates. Jeffrey's extensive hands-on traffic engineering background encompasses designs for 400+ new and modified traffic signal installations, street lighting inventories for master plans, lighting design plans, street lighting conversions, and street lighting LED upgrades.

Jeffrey understands the importance of meeting schedules and developing the most cost-efficient projects to meet budgetary constraints. He has assisted clients with developing grant funding applications for various local, state, and federal grant programs – successfully securing funding through the Active Transportation Program (ATP) and the Highway Safety Improvement Program (HSIP).

Relevant Project Experience

Local Roadway Safety Plan, City of Downey, CA. Project Manager. Willdan prepared a Local Roadway Safety Plan (LRSP) for the City of Downey. The plan evaluated crash history on an aggregate basis to identify high-risk roadway characteristics, rather than looking at high-collision concentration locations through site analysis. TIMS and SWITRS were used for the collision analysis. With a population of 114,400, Downey had a 6-year crash history of 5,557 Citywide crashes between 2015 and 2020. Willdan set up virtual meetings with stakeholders from the public works department, planning department, police department, fire department, and school district to identify collision hot spot locations and location-appropriate countermeasures and projects throughout the City. The evaluation helped identify safety projects within the City and prioritized countermeasures across the entire system. The results of the evaluation identified safety projects within the City that can be used to apply for future funding consideration through the HSIP and other safety program applications. The draft report was completed and shared for review by the project stakeholders. Feedback provided by the stakeholders was incorporated into the Final LRSP document. The LRSP developed a prioritized list of 5 safety projects with competitive benefit cost ratios that were used to develop HSIP Cycle 11 grant funding applications.

Paramount Boulevard Traffic Signal Upgrades and Safety Enhancements Project, City of Downey, CA. Project Manager. Willdan provided professional traffic engineering services for the Paramount Boulevard Traffic Signal Upgrades and Safety Enhancements Project, from Gardendale Street to Telegraph Road. The project included conducting an environmental analysis, performing a traffic safety assessment, preparation of design plans, specifications, and estimates (PS&E), and the timing chart preparation for the installation of traffic signal upgrades and safety enhancements at thirteen (13) signalized intersections.



EDUCATION

BS, Civil Engineering,
California State
Polytechnic University,
Pomona, CA

PROFESSIONAL CERTIFICATIONS

Traffic Engineer,
California No. 2933

Civil Engineer, California
No. 91787

Civil Engineer, New
Mexico No. 26862

Civil Engineer, Arizona
No. 74660

11 YEARS OF EXPERIENCE

Nicolle Spann, PE, TE

Senior Engineer

Project Role: Commercial Vehicle Network Safety

Nicolle Spann is a Senior Engineer with Willdan who specializes in traffic engineering investigations, transportation planning, and grant funding applications. She is knowledgeable in transportation engineering processes and their application to operating systems. Nicolle is experienced in traffic impact analyses, roadway safety studies, engineering and traffic surveys, traffic calming analysis, warrant analysis, preparing LRSPs, signing, and striping design, and traffic signal design. She is well-versed in the understanding and application of guidelines set forth in the Highway Capacity Manual (HCM), a publication of the Transportation Research Board (TRB) of the National Academies of Sciences, Engineering, and Medicine in the United States, and the California Manual on Uniform Traffic Control Devices (CA MUTCD) – the standard for traffic signs, road surface markings, and traffic signals in the U.S. state of California.

Nicolle has vast experience in applying to and has been awarded \$77M+ for client cities from federal, state, and local grant applications including the Highway Safety Improvement Program (HSIP), the Active Transportation Program (ATP), Metro Call for Projects, and Urban Greening. She stays up to date on upcoming grant programs and is proactive in understanding new grant opportunities.

Relevant Project Experience

Ms. Spann has developed citywide safety plans to identify safety problems, collision hot spot locations, identify systemic trends, and develop recommendations for safety improvements. The LRSP provided each jurisdiction with an opportunity to proactively correct high collision or problem locations and prevent local road fatalities and injuries. A list of intersections and corridors with the most high-severity collisions was identified and a closer analysis was presented for each of the top intersections and corridors. From the analysis and input from project stakeholders, countermeasures were identified and prioritized to reduce future potential collisions at the high-risk locations. Project estimates were developed for each proposed project and funding sources were matched with each project based on the competitiveness of the project.

Ms. Spann has experience serving as the project manager or deputy project manager working with various agencies on the following Local Road Safety Plan/Systemic Safety Analysis Report projects.

- City of Bell (2021)
- City of Downey (2022, 2024)
- City of Inglewood (2022)
- City of La Canada Flintridge (2018, 2024)
- City of La Puente (2022)
- City of Lakewood (2022)
- City of Paramount (2022)
- City of Ridgecrest (2019)
- City of Rolling Hills Estates (2022)
- City of West Covina (2018)
- County of Napa (2020)

Roadway Safety Improvements in Three Areas, City of Moreno Valley, CA. Technical Support. Willdan is currently working on enhancing the current LRSP to focus on data and improvements in traffic calming, truck traffic and safety, and burro crossing. Ms. Spann has been leading the truck traffic and safety portion of the safety improvements in three areas. This involved communication with the City, review, and recommendations on Sunnymead regarding conflicts with the center median, and data collection and analysis of truck related crashes and daily traffic volumes throughout the City to identify and recommend truck routes.

HSIP Cycle 11 Grant Application, City of Paramount, CA. Prepare Highway Safety Improvement Project (HSIP) Cycle 11 grant application for school crosswalk improvements.



EDUCATION

*BS, Civil Engineering,
California State
University, Fullerton*

*Civil Engineering,
California State
University, Northridge*

PROFESSIONAL CERTIFICATIONS

*Engineering-in-Training,
California No. 162881*

8 YEARS OF EXPERIENCE

Emilio J. Murga, EIT

Assistant Engineer III

Project Role: School Safety Improvements

Emilio Murga is a Willdan Engineering assistant engineer with 5 years of experience. He has prepared plans for street projects and environmental and construction documentation. His significant contribution to engineering and traffic studies for numerous Southern California cities includes analysis of radar speed data, collision data, and average daily traffic to effectively update citywide speed limits.

Relevant Project Experience

Local Road Safety Plan, City of Bell, CA. Willdan developed a citywide LRSP in accordance with all California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA) requirements to systemically analyze and identify safety problems and develop recommendations for safety improvements. The LRSP looks at crash history on an aggregate basis to identify high-risk roadway characteristics, rather than looking at high-collision concentration locations through site analysis. This evaluation identified potential safety projects within the City and prioritized countermeasures across a system. The evaluation results will identify safety projects within the City for future funding consideration through the HSIP and other safety program applications. The City established the LRSP to help develop and prioritize traffic safety improvements citywide using measures including participation with the various “Es” stakeholders (Engineering, Education, Emergency Services, and Enforcement). The LRSP provided the City with an opportunity to proactively correct high collision or problem locations and prevent local road fatalities and injuries.

Engineering & Traffic Survey, City of Los Alamitos, CA. Willdan provided professional traffic engineering services for an Engineering and Traffic Survey on 17 street segments citywide.

HSIP Cycle 10 Grant Application, City of Lakewood, CA. Prepare Highway Safety Improvement Project (HSIP) Cycle 10 grant application for traffic signal improvements.

HSIP Grant Applications, City of Bell, CA. Willdan provides professional grant writing services to the City to prepare two grant applications for the HSIP Cycle 10 Call for Projects.

HSIP Grant Applications, County of Napa, CA. Willdan provided professional traffic engineering services for the preparation of two HSIP Cycle 10 grant applications. The County requested the preparation of HSIP grant funding applications to be prepared for safety projects identified through the development of the County’s LRSP. Willdan and County staff have been working together to develop competitive HSIP candidate projects under the LRSP scope of work.

All Way Stop Warrant Analysis, City of Bell, CA. Willdan provided professional traffic engineering services to perform an All-Way Stop Warrant Analysis for the intersection of Walker Avenue and Randolph Street.



EDUCATION

BS, Civil Engineering,
California Polytechnic
State University,
Pomona

PROFESSIONAL CERTIFICATIONS

Engineer-in-Training,
California No. 153964

Envision Sustainability
Professional No. 45402

11 YEARS OF EXPERIENCE

Kevin N. Custado, EIT, ENV SP

Design Manager

Project Role: Safety Improvements at Signalized Intersections

Kevin N. Custado specializes in traffic engineering investigations and planning and is knowledgeable in highway engineering processes and their application to operating systems. He is experienced in geometric design of transportation projects, including alignment reconfiguration, quantity estimates, plan and profile generation using AASHTO and Caltrans design manuals, and coordinating with other disciplines.

Mr. Custado clearly conveys design intent in engineering drawings and specifications and has developed a thorough understanding of construction methods and issues that arise as engineering drawings and specifications are translated into the constructed product.

Relevant Project Experience

Los Angeles World Airports (LAWA) ITS Improvements, City of Inglewood, CA. Project Manager. Willdan provided engineering design and system integration for the preparation of plans specifications and estimates (PS&E) for the LAWA ITS Improvements at various locations throughout the City. The project limits include Century Boulevard from La Cienega Boulevard to Van Ness Avenue and La Cienega Boulevard from Florence Avenue to Century Boulevard. The design generally consisted of installing 6 Changeable Message Signs (CMS) at various locations, traffic signal modifications at 21 locations including but not limited to 2070 ATC controller cabinet upgrades with ethernet switches, video detection, advanced loop detection, CCTV cameras, main fiber optic hub, and fiber optic communications equipment. The design also included installation of 2 - 288 SMFO fiber optic cable and conduit system along Century Boulevard from La Cienega Boulevard to Van Ness Avenue and on La Cienega Boulevard from Florence Avenue to Century Boulevard including new fiber optic ITS hubs at La Cienega Boulevard/Manchester Boulevard and Century Boulevard/Crenshaw Boulevard.

Centinela Avenue Street Improvements and Traffic Signal Modifications HSIP Cycle 8, City of Inglewood, CA. Traffic Engineering Design Task Leader. Willdan provided design services for the preparation of PS&E. The HSIP segment of the project involved installing raised median islands and protected left-turn phasing and upgrading traffic signals between La Cienega Boulevard and La Brea Avenue. The SB1-funded improvements entailed improvements between La Cienega Boulevard and Florence Avenue and involved reconstructing curb and gutter, resurfacing with asphalt-rubber hot-mix; reconstructing damaged and uplifted concrete sidewalk; installing access curb ramps in compliance with ADA requirements; installing landscaping along the parkway; signing and striping; street lighting; and fiber optic interconnects. Both project segments were designed simultaneously and bid as one construction package with two separate bid schedules.

Lakewood Boulevard Pedestrian and Signal Improvements, City of Downey, CA. Traffic Engineering Designer. Willdan is providing professional traffic engineering design services for the City's Traffic Signal Safety Improvement Project at 12 Intersections that is funded through HSIP Cycle 11 grant program. The proposed traffic signal improvements will provide advanced dilemma zone detection and upgrade of existing signal hardware including 12" LED vehicle heads, back plates & mountings, and LED lighting. In addition to the above detailed improvements, the project will remove existing pedestal mounted median signals and install new signal mast arm poles at the two (2) intersections of Paramount Boulevard at Del Amo Boulevard and Carson Street.



EDUCATION

BS, Criminology,
University of California,
Irvine

17 YEARS OF EXPERIENCE



Ruben Gallego

National Data & Surveying Services (NDS)
Southern California Area Manager

Project Role: Data Collection

Ruben Gallegos brings over 17 years of successful management experience leading diverse teams in various environments. His expertise includes field operations, project coordination and scheduling/employee management. Ruben has successfully managed thousands of turning movement counts, automatic traffic recorder counts, spot speed radar surveys, and has also assisted in the successful coordination and collection of specialized studies throughout Southern California.

Relevant Project Experience

LADOT (Los Angeles Department of Transportation). Since 2005, NDS has been conducting various traffic counts directly for LADOT on an as-needed basis. This includes the Congestion Management Program (CMP) Highway Monitoring Program for the City of Los Angeles as well as the 2014 “Dress Rehearsal” for the Broadway Streetscape Project. NDS is currently one of the main traffic data providers for LADOT. Annual data collection includes:

- 300 turning movement counts with detailed classification (cars, heavy trucks, buses, pedestrians defined by age class, and bicycles)
- 500 automatic traffic recorder counts
- 500 pedestrian screenline studies
- Additional spot speed radar, and parking studies as needed

City of Santa Ana, CA. NDS was awarded the Traffic Counting Services contract consisting of the following annual data collection requirements:

- 175 automatic traffic recorder counts
- 75 turning movement counts
- 25 spot speed surveys
- 5 pedestrian counts

City of Burbank, CA. NDS was awarded the Traffic Counts contract consisting of the following annual data collection requirements:

- 50 turning movement counts (vehicles, pedestrians, and bicycles)
- 20 school pedestrian classification counts (school-aged vs. adult-aged)
- 50 volume automatic traffic recorder counts
- 30 volume & speed automatic traffic recorder counts

EXHIBIT C

CITY - SERVICES TO BE PROVIDED TO CONSULTANT

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

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$668,435.00.
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.

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

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

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

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

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

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

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



June 4, 2025

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

Subject: Revised Cost Proposal for RFP 2024-063, Moreno Valley Supplementary Safety Improvement Plan, Phase II Project No. 810 0024

Willdan Engineering is pleased to submit our cost proposal to the City of Moreno Valley for consultation to enhance the Action Plan that is currently in the works of being developed by providing supplementary safety improvements to the plan.

The attached Cost Proposal includes all costs associated with the delivery of this project. We have included a rate schedule that aligns with the resource allocation matrix in our Technical Proposal.

Willdan sincerely appreciates this opportunity to assist the City with the enhancement of their Supplementary Safety Improvement Plan. I am an officer empowered by Willdan to sign this proposal and thereby commit Willdan to the obligations contained in the RFP response. Willdan accepts and has no proposed exceptions, alterations or amendments to the Scope of Services or other requirements of the City's RFP, including the Sample Agreement for Professional Consultant Services. If there are any questions regarding this proposal, please contact me by phone at (562) 368-4848, or by email at vmunoz@willdan.com.

Respectfully submitted,
WILLDAN



Vanessa Munoz, PE, TE
President and CEO



**CITY OF MORENO VALLEY
SUPPLEMENTAL SAFETY IMPROVEMENT PLAN, PHASE II
PROPOSED PROJECT FEE
Revised 6/4/2025**

SUMMARY TASK	WILLDAN ENGINEERING									Estimated Hours	Expenses	NDS (Subconsultant)	Crosstown (Subconsultant)	Estimated Cost
	Deputy Director of Engineering	Traffic Engineer II	Design Manager	Senior Engineer II	Associate Engineer II	GIS Analyst II	Assistant Engineer IV	Assistant Engineer III	Administrative Assistant II					
	\$255.00	\$241.00	\$205.00	\$210.00	\$198.00	\$185.00	\$180.00	\$169.00	\$123.00					
Task 1 - Project Management														
Project Management	16.0	80.0	20.0	20.0						136.0	\$ -	\$ -	\$ -	\$ 31,660.00
Project Kick-off Meeting	2.0	2.0	2.0	2.0				2.0		10.0	\$ -	\$ -	\$ -	\$ 2,160.00
Project Team Meetings		10.0	10.0	10.0				10.0	4.0	44.0	\$ -	\$ -	\$ -	\$ 8,742.00
Subtotal	18.0	92.0	32.0	32.0	0.0	0.0	0.0	12.0	4.0	190.0	\$ -	\$ -	\$ -	\$ 42,562.00
Task 2 - Commercial Vehicle Network Safety														
Review Truck Movements, Parking, and Bike Conflicts		8.0		32.0				16.0		56.0	\$ -	\$ -	\$ -	\$ 11,352.00
Evaluate & Revise Truck Route Plan	2.0	16.0		56.0		40.0		36.0		150.0	\$ -	\$ -	\$ -	\$ 29,610.00
Prepare Update to Circulation Element	2.0	8.0		32.0				24.0	2.0	68.0	\$ -	\$ -	\$ -	\$ 13,460.00
Commercial Vehicle Supplemental Safety Improvement Plan Report	2.0	20.0		20.0				8.0	4.0	54.0	\$ -	\$ -	\$ -	\$ 11,374.00
Prepare City Council & Public Safety Committee Presentations	2.0	16.0		16.0					8.0	42.0	\$ -	\$ -	\$ -	\$ 8,710.00
Subtotal	8.0	68.0	0.0	156.0	0.0	40.0	0.0	84.0	14.0	370.0	\$ -	\$ -	\$ -	\$ 74,506.00
Task 3 - Safety Improvements at Signalized Intersections														
Review Existing Information			20.0		20.0		20.0			60.0	\$ -	\$ -	\$ -	\$ 11,660.00
Traffic Signal Crash Analysis		2.0		20.0				40.0		62.0	\$ -	\$ -	\$ -	\$ 11,442.00
Intersection Crash Mitigations (200 Locations)	4.0	20.0		40.0				96.0		160.0	\$ -	\$ -	\$ -	\$ 30,464.00
Develop Recommended Safety Projects	4.0			40.0				20.0		64.0	\$ -	\$ -	\$ -	\$ 12,800.00
Inventory Existing Fiber Optic Infrastructure			180.0							180.0	\$ -	\$ -	\$ 250,000.00	\$ 286,900.00
Prepare Citywide Fiber Optic Network Plan	20.0		140.0		160.0	60.0	100.0		4.0	484.0	\$ -	\$ -	\$ -	\$ 95,072.00
Safety Improvements at Signalized Intersections Plan Report	4.0	8.0	40.0	16.0	8.0		80.0	8.0	4.0	168.0	\$ -	\$ -	\$ -	\$ 32,336.00
Prepare City Council & Public Safety Committee Presentations	4.0		16.0	16.0					8.0	44.0	\$ -	\$ -	\$ -	\$ 8,452.00
Subtotal	36.0	30.0	396.0	116.0	204.0	60.0	200.0	164.0	16.0	1222.0	\$ -	\$ -	\$ 250,000.00	\$ 489,126.00
Task 4 - School Route and Pedestrian Safety														
Review Existing Conditions For Each School		16.0		4.0				4.0		24.0	\$ 503.00	\$ -	\$ -	\$ 5,875.00
Collision Data Analysis & Data Collection		8.0		4.0				8.0		20.0	\$ -	\$ 4,700.00	\$ -	\$ 8,820.00
Develop Safety Recommendations For Schools	2.0	32.0		32.0			32.0	40.0		138.0	\$ -	\$ -	\$ -	\$ 27,462.00
School Route and Pedestrian Safety Plan Report	2.0	20.0		20.0				8.0	4.0	54.0	\$ -	\$ -	\$ -	\$ 11,374.00
Prepare City Council & Public Safety Committee Presentations	2.0	16.0		16.0					8.0	42.0	\$ -	\$ -	\$ -	\$ 8,710.00
Subtotal	6.0	92.0	0.0	76.0	0.0	0.0	32.0	60.0	12.0	278.0	\$ 503.00	\$ 4,700.00	\$ -	\$ 62,241.00
TOTAL (Tasks 1 thru 4)	68.0	282.0	428.0	380.0	204.0	100.0	232.0	320.0	46.0	2060.0	\$ 503.00	\$ 4,700.00	\$ 250,000.00	\$ 668,435.00

Notes

Any staff classifications not shown will be billed per Willdan Engineering's 2025-2026 Schedule of Hourly Rates.



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 limit⁴.
4. Professional Liability (Errors and Omissions):

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

Umbrella or Excess Insurance

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

1. City, CSD, 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 City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant’s insurance coverage shall be primary and no contribution shall be required of City.

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

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

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.

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

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

Acceptability of Insurers

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

Verification of Coverage

Consultant shall furnish City with all certificates 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.