

**AGREEMENT FOR PROFESSIONAL CONSULTANT
GEOTECHNICAL AND MATERIAL TESTING SERVICES FOR
CITYWIDE PAVEMENT REHABILITATION PROGRAM FY 26/27 TO FY 30/31
(ARTERIAL AND COLLECTOR STREETS)
PROJECT NO. 801 0097**

This Agreement is made and entered into this _____ day of _____ 2022 (“Effective Date”) by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Koury Engineering & Testing, Inc.**, a California corporation, hereinafter described as "Consultant."

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the professional services hereinafter described as "Geotechnical and Material Testing Services for the Citywide Pavement Rehabilitation Program FY 26/27 to FY 30/31 (Arterial and Collector Streets) Project" hereinafter described as "PROJECT"; and

WHEREAS, the City has determined the Geotechnical and Material Testing Services involve 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 has requested the Consultant to perform such Geotechnical and Material Testing Services for Capital Projects Division of the Public Works Department; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional services as required, 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 SERVICES

1. The services are to perform geotechnical and material testing for the construction of the PROJECT for compliance with construction drawings, specifications, applicable quality control standards, and applicable codes and regulations.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit B attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposals (Exhibit A) 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 \$236,700.00 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 Exhibits A and B in accordance with the start date as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through **December 30, 2023**, 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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

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

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

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor 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 veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

(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, 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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District (“CSD”), the Moreno Valley Housing Authority (“Housing Authority”) and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor 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.

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 subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

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

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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

of any services by the subcontractor.

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 be a waiver of any other provision herein.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

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

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

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

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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

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.

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

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

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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

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 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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

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, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors 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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant’s subcontractors 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 subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors 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. Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

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

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

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

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

Koury Engineering & Testing, Inc.

BY: _____

BY: _____

Mike Lee, City Manager

Name: _____

TITLE: _____
(President or Vice President)

Date

Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head
_____ Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

- Enclosures: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Services to be Provided to Consultant
Exhibit "D" – Terms of Payment
Exhibit "E" – Insurance Requirements

EXHIBIT "A"

City of Moreno Valley



Request for Proposals
Professional Geotechnical and Material Testing Services

Project No. 801 0097

Citywide Pavement Rehabilitation Program (FY 2026/27 to FY 2030/31)
(Arterial and Collector Streets)

Proposal Due Date:

September 13, 2022 at 2:00 pm, PST

Submit proposal online at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=24660>

Contact:

Capital Projects Division

Email: techinfo-capproj@moval.org

Phone: (951) 413-3130

I. Invitation

You are hereby invited to submit a Proposal for Geotechnical and Material Testing Services for Project No. 801 0097 for the City of Moreno Valley. Interested parties may register and download copies of the Request for Proposal (RFP) via City's online vendor portal at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=24660>

To download proposal packages and submit proposals, **prospective proposers will be required to pay an online usage download fee of \$0.00**. All documents associated with this RFP will be downloadable after the fee has been paid. Once the proposer downloads any documents relative to a solicitation, that proposer's name will appear on the Prospective Bidders List.

Proposals shall be submitted electronically (in PDF format) utilizing the above City's vendor portal.

NOTE: The proposer shall submit a separate electronic file for their technical proposal and a separate electric file for cost proposal.

The proposer is solely responsible for "on time" submission of their electronic proposal. The City will only consider proposals that have been transmitted successfully and have been issued an ebid confirmation number with a time stamp from the Bid Management System indicating that bid was submitted successfully. Transmission of proposals by any other means will not be accepted. Proposer shall be solely responsible for informing itself with respect to the proper utilization of the proposal 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 proposer to successfully submit an electronic proposal shall be at the proposer's sole risk and no relief will be given for late and/or improperly submitted proposals. Proposers experiencing any technical difficulties with the proposal submission process may contact PlanetBids directly at (818) 992-1771. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the proposal submission deadline.

II. Schedule of Important Dates

The following dates are critical in order to have the required services start in mid-July 2022.

	DATE	EVENT
1	September 13, 2022	Proposal due date
2	September 30, 2022	Proposals Review and Consultant Selection Complete
3	October 4, 2022	Service Contract Award by City Council
4	November 1, 2022	Start of Service

III. Scope of Services

The City of Moreno Valley seeks the submission of proposals to provide Geotechnical and Material Testing Services for the Citywide Pavement Rehabilitation Program (Project No. 801 0096) for the Capital Projects Division from interested and qualified proposers. The geotechnical and material testing services shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations.

This project provides pavement rehabilitation and preservation for approximately 67 arterial and collector street segments throughout the City. The work includes the reconstruction of a number of access ramps within repaving limits; localized pavement repairs; application of Type 2 slurry seal; removal and replacement of asphalt pavement surfaces; installation of permanent traffic video detectors; and reestablishment of traffic striping and signs. The project includes base bid work items and additive bid work items with a total of 150 working days for the Contractor to complete the construction.

Please refer to project's Contract Documents (Attachment D) and Construction Plans (Attachment E) for more information.

The consultant is to provide the following material sampling and testing services for conformance with the project specifications. The required services involved in this project are summarized as follows:

Pre-production Testing of Slurry Seal - Testing of slurry seal mix design which is to be reviewed by a registered Civil Engineer or Geotechnical Engineer; mix design conformance testing on the aggregate, emulsion, and accelerator/retardant to be used; testing the emulsion to determine particle charge, distillation, percent residue, and viscosity SSF; testing the aggregate to determine the washed gradation; determining sand equivalents; and obtain field samples for extraction tests, consistency tests, and wet track abrasion tests to confirm mix design compliance.

Production Testing of Slurry Seal – Sample and test materials twice weekly for percent emulsion, percent residual asphalt, consistency, and wet track abrasion, with testing scheduled within 24-hours of the Inspector's request for tests. Documentation of the test results shall be made available immediately in the field, followed by faxed reports within 48-hours to the City and the Contractor with a more formal file document to follow.

Construction observation and testing of aggregate base and subgrade materials – observe the scarification and re-compaction processes of the subgrade materials, observe the placement process of the aggregate base, and perform material and compaction testing for compliance with the project specifications.

Testing of HMA/ ARHM and Placement Observation – Review mix design, observe and perform testing for construction activities including but not limited to subgrade preparation and re-compaction of soft areas, placement of aggregate base, and placement of asphalt hot mix base course and re-compaction, and ARHM surfacing or final HMA cap paving and compaction.

Testing of PCC – Review mix design and perform testing on PCC materials to be used for access ramps reconstruction.

The consultant may be requested to perform additional work as requested and approved in advance by the City (if budget allows) as necessary to complete the project.

IV. Community Workforce Agreement:

For project construction contract cost is \$1,000,000 or more, the Consultant and each Subconsultant (if any) shall execute a **Letter of Assent** which formally binds the Consultant and Subconsultant(s) to the terms of the Community Workforce Agreement by and Between the City of Moreno Valley and San Bernardino/Riverside Counties Building and Construction Trades Council, AFL-CIO and the Signatory Craft Councils and Unions ("CWA"). A copy of the CWA and the Letter of Assent is attached as Appendix C for reference. By submitting a proposal for the requested services, the Consultant and Subconsultant(s) acknowledge that they have read the CWA and will execute the Letter of Assent binding themselves to the terms of the CWA applicable to this project, and will provide copies of the sign Letters of Assent to the City prior to performing any work on the project.

V. Proposal Format

Proposals shall be submitted electronically (in PDF format) utilizing the above City's vendor portal. The proposer shall submit a separate electronic file for their technical proposal and a separate electric file for cost proposal.

The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, 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

A. Technical Proposal

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

1. Proposer's approach and understanding of all necessary tasks and steps involved for completing the required services;
2. A detailed scope of services to reflect the methods and procedures that the proposer intends to use to provide the required services. The scope of services outlined in this RFP is only provided as a guide and does not include all the tasks as required to complete the work.
3. List of staff member(s) who will provide the required services along with resume, certifications, and relevant experience. Please note that the City reserves the right to accept or reject any changes in the proposed staff member(s) during the term of the agreement.
4. List of similar projects or tasks performed by the proposed staff member(s).
5. Number of hours per week for each proposed staff that the firm can commit to provide the required services.

6. List of references.
7. Completed forms as required.

The following statement are required to be included in the proposal:

1. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. 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 City of Moreno Valley.
3. 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."
4. 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 RFP upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
5. 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.
6. A statement that the Consultant acknowledges to provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the 'Not-to-Exceed' fee as part of the Cost Proposal, and no additional compensation will be allowed therefor.
7. 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.
8. A statement that the Consultant acknowledges and understands that the Consultant will provide a qualified alternate staff in the event of the primary staff is not able to come to work.
9. A statement that all charges for Consultant services is a "Not-to-Exceed" fee which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.

10. 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.
11. A statement that said hourly rate schedule (which is to be included in the Cost Proposal as required below) 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.
12. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.

B. Cost Proposal

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

1. A "Not-to-Exceed" Fee that includes all costs associated with the delivery of the required services. The fee estimate shall be based on the number of hours staff member(s) are required to perform the required services for the duration of the project construction.
2. A rate schedule aligned with titles in the resource allocation matrix in Technical Proposal.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

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

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

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

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

VII. PAYMENT TO CONSULTANT AND INVOICING

- A. This work is to be performed for a “Not-to-Exceed” Fee.
- B. The Consultant shall provide a “Cost Proposal” indicating the fee for individual staff member(s) with a “Not-to-Exceed” Fee which shall be the sum of all costs as described above.
- C. Consultant invoices shall be submitted to the City monthly for review and approval for payments.
- D. Invoices shall identify job title, person-hours, and costs incurred by each staff member.
- E. The City will pay the Consultant for work hours completed for each month.
- F. Reimbursement costs related to vehicle/transportation, mileage, printing, telephone,

photograph, postage and delivery, equipment, tools, uniforms, all incidentals are to be included in the "Not-to-Exceed" Fee".

- G. 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.
- H. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors, omissions, or oversight.

VIII. INSURANCE

Refer to Exhibit E of the Sample Agreement (Attachment B) for insurance requirements.

IX. INDEMNIFICATION

A. The Consultant agrees to indemnify, defend, and save the City of Moreno Valley, 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 performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.

B. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's, and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA, and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Consultant, its officers, agents, or employees (PCC 20103.6).

X. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XI. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing the said Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XII. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits. The Political Reform Act and the City's Conflict of Interest Code require that Consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XIII. GENERAL CONDITIONS

- A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

- B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).
- C. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XIV. SELECTION CRITERIA

- A. **The Firm's General Experience and Qualification Information** (20 points) – Information about the company 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 in an efficient and expeditious manner.

- B. **Experience of Key Personnel** (60 points) – Background experience of key personnel, credentials and certifications, abilities, familiarity with state and federal procedures and applicable standards and specifications, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies, and proven track record and depth of understanding/knowledge of the required services.

- C. **Understanding of Requested Service/Plans to Deliver Services** (20 points) – Understanding of the requested services and tasks, discussion of major issues identified on the project and how the Consultant team plans to address them; the methods and procedures to be used for providing the services; the management approach and organization necessary to complete the services; and outline quality control measures to ensure delivery of a quality product on time, within budget that provides a cost efficient, timely and predictable execution of work.

XV. ATTACHMENTS

- A. Non-Collusion Affidavit
- B. Sample Agreement
- C. Community Workforce Agreement
- D. Project's Contract Documents
- E. Project's Construction Plans

Attachment A: Non-Collusion Affidavit

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

State of _____
(the State of the place of business)

County of _____
(the County of the place of business)

_____, being first duly sworn, deposes and
(name of the person signing this form)

says that he/she is _____ of
(title of the person signing this form)

_____, the party making the foregoing bid
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By: _____
(signature)

Printed Name: _____
(name of the person signing this form)

Title: _____
(title of the person signing this form)

EXHIBIT "B"

City of Moreno Valley

Request for Proposals

**Geotechnical and Material Testing Services
for Citywide Pavement Rehabilitation Program**

Project No. 801-0097 Invitation # 2022-512

(FY 2026/27 to FY 2030/31)

(Arterial and Collector Streets)



POINT OF CONTACT:

Kurt Brown

Business Development | Project Manager

C| 310.415.6725 O| 909.606.6111

E| KurtB@KouryEngineering.com



COVER LETTER

September 13, 2022

City of Moreno Valley
Capital Projects Division
14177 Fredrick Street
Moreno Valley, CA
techinfo-capproj@moval.org

**SUBJECT: RFP #2022-512 ARTERIAL AND COLLECTOR STREETS
PROFESSIONAL GEOTECHNICAL AND MATERIAL TESTING SERVICES
KOURY PROPOSAL NO. 22-0689**

Koury Engineering & Testing, Inc. appreciates the opportunity to provide our qualifications in response to the City's Request for Qualifications for Project No. 801 0097 Citywide Pavement Rehabilitation Program (Arterial And Collector Streets). Our goal is to provide the City with highly experienced and qualified engineering and support staff and our in-house laboratory capabilities to ensure that the City's required quality assurance goals are met.

After thirty years in business, Koury has gained knowledge of the applicable codes, regulations, and ordinances associated with working in various cities and municipalities throughout Southern California. We have previously held contracts with all of the following municipalities:

City of Pomona
City of Corona
City of Santa Monica
OC Sanitation District

County of San Bernardino
Caltrans District 12
City of Brea
City of Anaheim

City of Bell
County of Los Angeles
Port of Long Beach
City of Newport Beach

Our proposed team includes Koury's experienced Registered Civil and Geotechnical Engineers staff and inspectors who hold multiple certifications and have hands-on knowledge of local soils and geological conditions. We have experience with the public street, water, sewer, storm drain, and other various Capital Improvement projects funded Federally or by the State. Our local knowledge will enable us to provide the City with proactive solutions and promptly meet all project requirements.

Our Principal Engineer, Mr. Jacques Roy, has hands-on knowledge of local soils and geological conditions. He maintains well established relationships with many public agencies. Our local knowledge combined with our vast amount of Public Sector experience will enable us to provide the City of Moreno Valley with proactive solutions to assist with successfully meeting all project requirements in a timely manner.

WHAT MAKES US DIFFERENT?

Koury Engineering is more than an inspection firm and lab with city and municipality experience. Koury has specific knowledge and experience with the complex soil conditions in various cities and counties throughout Southern California, and our management and inspectors come from the trades we inspect. Our principals have won construction management awards and have extensive training and expertise in construction inspection, geotechnical engineering, civil engineering, survey services, materials testing, and many other disciplines.

Our sister companies act as divisions increasing the specialty services we offer. C-Below provides subsurface utility engineering expertise and comes with years of experience in locating utilities, surveying/mapping, and potholing.

Koury operates two full-service laboratories in Chino, CA, and Gardena, CA. Koury's corporate office: 14280 Euclid Avenue, Chino, CA 91710. Koury is licensed and approved as a geotechnical and construction materials testing laboratory by several oversight agencies, including AASHTO, AMRL, ACI, ACE, CCRL, DSA, ICC, MTA, OSHPD, the City of Los Angeles, the County of Los Angeles, and Caltrans. Koury can comply with the funding requirements and standards of the Federal Highway Administration.

BUDGET CONTROL

Koury uses Salesforce™ customer relationship management (CRM) software to track all projects. As your project starts, Salesforce™ enables our team to follow all the stages of your project. This allows our project managers to track the available budget in alignment with the remaining schedule. Our project managers review their project budget and schedule status weekly to ensure that everything is on track and address any anomalies as they arise.

Koury presents an itemized budget summary on a monthly basis with their invoices, ensuring complete visibility on the project's testing and inspection budget. The project manager will notify the City on any discrepancies, and will alert the appropriate representative when we are within 25%, 50% and 75% of the original allocated budget.

At each budget milestone the manager will assess the available budget in alignment with the remaining schedule. If a scope item is going to run over, and adversely affect the overall project budget our project manager will notify the City. Then a meeting may be scheduled to discuss the additional hours required to complete the scope item. This allows you to make adjustments in the budget as required. Further, Koury will not exceed the contracted budget without an approved change order from the City or an authorized representative.

If you should have any questions or require additional information, please do not hesitate to contact Kurt Brown, Client Manager at (310) 713-4005 or via email at kurtb@kouryengineering.com. We look forward to the opportunity to provide the City with excellent service.

Regards,

Koury Engineering and Testing, Inc.



Kurt Brown, P.E. (NV) (FL)

DIR No. 1000007497

ONE GENERAL QUALIFICATIONS APPROACH & UNDERSTANDING

FIRM INFORMATION

Koury Engineering & Testing, Inc. (Koury) is a Women Owned Business focused on providing soils & materials testing, geotechnical engineering, and special inspection services throughout Southern California. Koury has taken pride in its reputation for quality, reliability, and expertise as a service provider with the local in-house resources to meet your most complex construction needs.

Koury operates one full-service laboratory in Chino with satellite offices located in Gardena, San Bernardino, and Ontario. We are licensed and approved by:

- State DSA (LEA # 146)
- AASHTO / AMRL / CCRL/ ACI
- US Army Corps of Engineers
- OSHPD
- Caltrans
- Nuclear Regulatory Commission
- CA Department of Radiological Health
- City of Los Angeles (#10129)

Koury Engineering & Testing, Inc.
14280 Euclid Avenue
Chino, CA 91710

Phone Number: (909) 606-6111

Fax Number: (909) 606-6555

www.kouryengineering.com

**Type of Business Structure:
S Corporation, Incorporated in CA**

Year Incorporated: 1992 (30 Years in Business)

Federal Tax ID: 95-47994329

DIR # : 1000007497

DSA LEA # 146

Point of Contact: KURT BROWN
Business Development Manager
kurtb@kouryengineering.com
Cell:909-573-6710

MATERIAL TESTING SERVICES

Concrete & Masonry

- On-site inspection
- Structural Concrete
- Pre-stressed/post-tensioned
- Floor flatness and levelness
- Relative Humidity
- Moisture Vapor Emission Reare
- Structural masonry- grout & mortar
- Pre-cast and batch plant
- Cylinders - Compression Tests
- CMU block & prisms
- Shotcrete
- Shrinkage
- Beams
- Reinforcing steel
- Post-tension strand
- Rapid Cure
- Equilibrium Density
- Air Entrainment
- Moisture Vapor Emission Rate

Other Services

- Asphalt & concrete mix design
- Asphalt plant inspection
- Forensic services
- Fireproofing
- Metallurgy
- Moisture Content of Wood
- Utility Locating
- Potholing
- Underground Mapping
- Surveying
- Ground Penetrating Radar
- Video Pipe Inspection
- B.I.M.

Non Destructive Testing

- Dye penetrate
- Magnetic particle
- Ultrasonic
- Visual
- Ground-penetrating radar
- Concrete-penetrating radar

INSPECTION SERVICES

Structural:

- Concrete
- Masonry
- Post Tensioning
- Reinforcing Steel
- Structural Steel (Shop & Field)
- Bolting
- Soils Compaction
- Failure Analysis
- Ultrasonic Testing
- Epoxy Anchors
- Pull-Testing

Non-Structural:

- Fire Proofing
- Water Proofing
- Curtain Wall
- Expansion Anchors
- Roofing
- Floor Flatness
- Coring

UNDERSTANDING

It is Koury's understanding that the City of Moreno Valley seeks a firm to provide Geotechnical and Material Testing Services for the Citywide Pavement Rehabilitation Program (Project No. 801 096) for the Capital Projects Division. The geotechnical and material testing services shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations.

We understand this project provides pavement rehabilitation and preservation for approximately 67 arterial and collector street segments throughout the City. The work includes the reconstruction of a number of access ramps within repaving limits; localized pavement repairs; application of Type 2 slurry seal; removal and replacement of asphalt pavement surfaces; installation of permanent traffic video detectors; and reestablishment of traffic striping and signs. The project includes base bid work items and additive bid work items with a total of 150 working days for the Contractor to complete the construction.

Koury would be required to provide the following material sampling and testing services for conformance with the project specifications. The required services involved in this project are summarized as follows:

Pre-production Testing of Slurry Seal - Testing of slurry seal mix design which is to be reviewed by a registered Civil Engineer or Geotechnical Engineer; mix design conformance testing on the aggregate, emulsion, and accelerator/retardant to be used; testing the emulsion to determine particle charge, distillation, percent residue, and viscosity SSF; testing the aggregate to determine the washed gradation; determining sand equivalents; and obtain field samples for extraction tests, consistency tests, and wet track abrasion tests to confirm mix design compliance.

Production Testing of Slurry Seal – Sample and test materials twice weekly for percent emulsion, percent residual asphalt, consistency, and wet track abrasion, with testing scheduled within 24-hours of the Inspector's request for tests. Documentation of the test results shall be made available immediately in the field, followed by faxed/emailed reports within 48-hours to the City and the Contractor with a more formal file document to follow.

Construction observation and testing of aggregate base and subgrade materials – observe the scarification and re-compaction processes of the subgrade materials, observe the placement process of the aggregate base, and perform material and compaction testing for compliance with the project specifications.

Testing of HMA/ ARHM and Placement Observation – Review mix design, observe and perform testing for construction activities including but not limited to subgrade preparation and recompaction of soft areas, placement of aggregate base, and placement of asphalt hot mix base course and re-compaction, and ARHM surfacing or final HMA cap paving and compaction.

Testing of PCC – Review mix design and perform testing on PCC materials to be used for access ramps reconstruction.

FIRM QUALIFICATIONS WORK PLAN AND SCHEDULE

GENERAL GEOTECHNICAL ENGINEERING

Koury personnel have a proven wide variety of experience through successful completion of hundreds of projects for private and public clients. Koury has recently completed numerous projects for various cities in Southern California (e.g. Torrance, Bell, Brea, Orange, Corona, Long Beach, Riverside, Santa Monica). Through the performance of these projects and other projects Koury's personnel have acquired extensive experience with geotechnical subsurface exploration, groundwater evaluation and monitoring, monitoring well installation, percolation testing, shallow and deep foundation design and analysis, lateral earth pressure evaluation, slope stability analysis, landslide studies, tieback and soil-nail design, earth quantity calculations, instrumentation and monitoring, microtunneling studies, underpinning, pressure grouting, settlement and expansive soil evaluation, and preparation of comprehensive geotechnical reports.

In addition to performing their own geotechnical studies, Koury's geotechnical and engineering personnel, Principal Engineer, Jacques Roy, and Senior Project Engineer, Kurt Brown are responsible for reviewing other consultant geotechnical reports.

Prior to the start of observation and testing, the Field Engineer/Project Manager, Mike Mohajeran prepares a field file and an office file for the job that contain all the geotechnical reports and plans pertinent to the job. On a daily basis, the inspectors must prepare a daily report that is left on the job site. As a quality control measure, the Field Engineer/ Manager reviews and signs the inspector daily reports and their maps with the tests plotted.

ASSIGN

The second order of the work plan involves Koury's Field Engineer/Project Manager Mike Mohajeran and Operations Manager Raymond Roblero, working together to finalize the organization chart, assigning duties to staff and creating a new entry in our custom project tracking software for quality control purposes. Upon each awarded project Koury's management team will effectively execute each task per project to assist in organization and management. Koury utilizes a custom project tracking software to record correspondence, client requests and any other project related information for quality control purposes. This software is critical in assisting in providing guaranteed quality control over our services delivered to the client including recorded phone calls between dispatch and client for reliability of requests and clarification purposes. In addition to the aforementioned activities in the second order, Koury's Operation Manager, Raymond Roblero will assign highly skilled, multi-certified inspectors to perform deputy inspection services, enabling one inspector to perform inspections on a multiple of services described above. Koury anticipates assigning multiple inspectors that fit the above criteria for all potential project types listed. This ability creates continuity in the projects and eliminates redundancy providing additional cost savings to the City. Each Koury deputy inspector is equipped with the necessary tools to complete their task for any project under this RFP and Koury anticipates the use of pick-up truck for sample retrieval and the possibility for various non-destructive testing equipment. Koury believes in working with the client to perform in a manner to create cost saving opportunities by anticipating and dedicating the necessary resources.

MANAGE

Third order of the work plan starts with the kick off for each awarded project under this RFP; our Field Engineer/ Project Manager, Kurt Brown and Operations Manager Raymond Roblero, will implement planning from the second order and manage the project through documenting all communication with the City Representative, tracking the project progress and providing quality control oversight to maintain the City's overall satisfaction. Koury's dispatch team will serve as the point of contact for all scheduling of testing and inspection needs; while our Project Coordinator, Andrea Knight will serve as the point of contact for all administrative related needs. In the third order dispatch will coordinate all field duties with the Operations Manager, Raymond to ensure proper quality control, adherence to a set project specific budget, confirm scope of services and maintain effective team communication. As part of the third order the Project Coordinator, will coordinate budget updates, requests for information, change orders (if needed), and organize meetings with Engineers and the entire City Project Team. Throughout the duration of any project under our consultant agreement, Koury's Field Engineer/ Project Manager, Operations Manager and Project Coordinator will be available to attend project meetings or any other event as needed.

PAVEMENT TECHNOLOGY

With the millions of miles of paved road in Southern California, the construction of new pavement and rehabilitation of existing pavement is constantly on going. Koury personnel have worked on hundreds of projects requiring design of flexible and rigid pavements, design of pavement pavers and porous pavement. Koury also performs visual survey of pavement, deflection survey, pavement rehabilitation study, and design of overlay.

Typically our construction services begin with the subgrade where we observe and test the soil removals, scarification, recompaction of the subgrade, and backfilling to subgrade level for new street construction, street widening, street repair, sidewalks, or driveways. Our technician will observe the earthwork operation and will test the subgrade and the backfilling for moisture and relative compaction. The technician will subsequently sample the aggregate for laboratory testing and will test in the field for moisture and compaction. For asphalt, the technician will check the tack coat application and will sample the asphalt, observe the asphalt laydown and field test the asphalt for temperature and relative compaction. Samples will be brought in the laboratory and tested for maximum density and for oil content, gradation or other tests at the discretion of the City's representative. Asphalt is also frequently cored to determine the density/unit weight.

SURFACE MAPPING AND SUBSURFACE IMAGING

With the increasing addition to existing streets, roadways, parking areas, public facilities, and the improvement, addition and rerouting of existing utilities, there is an increasing demand for better surface mapping/surveying and subsurface imaging to locate underground utilities. Koury's sister company, CBelow, has acquired the latest technology to locate underground utilities, for potholing, and for inspection inside buried pipes to determine their conditions. Koury also has the capabilities to locate post-tensioned cables, conduits and rebar reinforcement in concrete.

GEOTECHNICAL CONSTRUCTION OBSERVATION & TESTING

As part of daily activities, Koury personnel perform construction observation and testing. These activities may range from the most complex slope stabilization to the simplest trench backfill testing. On a routine basis, our field personnel perform observation and testing during mass grading, utility trench backfill, retaining wall backfill,

earth structure construction, excavation of footings and slabs, presoaking of flatwork subgrade, pavement subgrade, base and surfacing, and piles installation. Our field personnel is assisted by registered geologists and engineers for more complex construction such as tieback, stability of excavation, soil nailing and anchoring, shoring installation, ground improvements, and stabilization structures.

GRADING OBSERVATION AND TESTING

We routinely perform construction observation, field testing, and soil and material sampling. The construction observation and testing team consisting of Caltrans certified technicians, is headed by a Field Engineer/Project Manager, Kurt Brown with several years of observation and testing experience. The Field Engineer/Project Manager attends the pregrade meeting with the contractor and the City's representative. Our technicians are selected based on the needs of the project and their prior experience. If significant earthwork is involved, the Field Engineer/Manager will spend some time on site during the first few days of grading to verify that the soil conditions are as anticipated and the technician questions as well as those of the contractor are answered. We routinely work with the Greenbook and Caltrans Standards. Our technicians are versatile using ASTM, Caltrans or the Corps of Engineers testing methods depending upon the project requirements.

TECHNICAL MANAGEMENT AND REPORT PREPARATION

Upon completion of laboratory testing and engineering analysis, the Senior Project Engineer, Mike Mohajeran prepares a comprehensive geotechnical report containing a description of the work performed, a field exploration location map, the field and laboratory data collected, a description of the subsurface conditions, explanation of the proposed development and grading, geologic settings, seismic hazards, building code parameters, anticipated total and differential settlements and corrosion potential at the site. The geotechnical report provides recommendations for site preparation, earthwork, remedial removals, slope inclination, compaction requirements, support of floor slabs, support of building walls and columns, retaining structures design, and flexible and rigid pavement design. The Principal Engineer in charge, Jacques Roy, reviews and approves the calculation package from the engineer and the geotechnical report for conformance with the standards of practice.

SOIL TESTING PROCEDURES

Field density tests are performed in accordance with the sand cone test method and/or nuclear gauge following the ASTM standards. All field testing is performed in substantial conformance with the project documents and as directed by the City or Caltrans. The quantity of testing and inspection is a function of the contractor(s) and subcontractor(s) efficiency, requirements of the City or Caltrans, weather conditions during construction, and as discussed with the City Project Manager and City Inspectors.

CONSTRUCTION INSPECTION SERVICES

Our services are based on the City's representative informing our dispatch to schedule an inspection. As the first step for every new inspection job, one of our office engineers reviews the soils report, drawings and specifications. On the first day of field work the Field Engineer/ Project Manager discusses the specifications with the assigned field technician. The dispatch will coordinate the assignment of the most appropriate technician for the job with the project manager and schedule a technician for inspection and testing services. All phone conversations into dispatch are recorded for quality assurance purposes so that we can ensure the highest quality of service to clients and resolve any situations that need clarification.

Koury requires inspectors and technicians to complete daily reports outlining all inspections and observations performed and samples taken. Any deficiencies or concerns will be noted and the City's authorized representative will be presented with the report at the end of each working day. All our technician's reports are scanned into our computer system and filed electronically by project number and date. Hard copies of the daily reports are kept on file to make all documents easily available for review and report preparation. A distribution of a PDF version of daily reports is also possible.

SETTLEMENT ANALYSIS AND MITIGATION

Settlement analyses are commonly required for most structures, roadway and channel embankments. We routinely perform settlement analysis and provide recommendations for mitigation. The most common form of settlement mitigation is overexcavation. However, we have also used light weight fill, ground improvements such as pressure grouting, stone columns, soil cement mixing, and deep foundations to mitigate settlement.

DEWATERING AND SETTLEMENT MONITORING

Since dewatering increases effective stress, it can cause settlement. It is often advisable to monitor settlement during dewatering to avoid distress to existing structures or to determine when excessive settlement may occur. Settlement monitoring may also be used to check the rate of fill embankment consolidation and consolidation of native soil under structural loads. To monitor settlement we have used surface monuments, manometer systems, settlement plate in deep boreholes, and extensometers.

SLOPE STABILIZATION AND LANDSLIDE MAPPING

Landslides, deep or shallow, are prone to occur along drainage channel due to erosion and undermining of slopes. Landslides are also common in weak bedrock formations in Orange County. Our geologists and engineers have been mapping different types and sizes of landslides for various fill and bedrock conditions. For landslide stabilization we have been using various methods, including buttresses, tiebacks, soil nailing, soil cement, soil reinforcement with geosynthetic, slope flattening, drainage, rock bolting and a combination of these depending upon site specific conditions.

LABORATORY SUPPORT

We have in house laboratories to test the samples obtained from our field investigation and monitoring work. Our laboratories are Caltrans, AMRL and Corps of Engineer certified. The sealed samples, obtained from the field exploration, are brought in Koury's laboratory for further classification and testing. Upon arrival to the laboratory each sample is logged into our tracking software and a laboratory program is prepared. The laboratory program is reviewed with the Principal Engineer in charge prior to submittal to the laboratory. As each test is completed the results are cataloged and logged into the computer. During this process Matthew Perry monitors the completion of the tests and confirms that the appropriate tests procedures were followed. Quality assurance is performed by the Senior Project Engineer, Jacques Roy on the laboratory test results prior to performing the analyses.

QUALITY CONTROL AND ASSURANCE

As a quality control measure, the construction observation and testing is headed by our well-seasoned Operations Manager, Raymond Roblero with several years of construction observation and testing experience with Caltrans procedures. The Operations Manager attends meetings with the Contractor and City representative,

as necessary. The Operations Manager reviews and approves the technician daily reports. During construction, the Operations Manager, Raymond Roblero makes site visits to verify that the work is performed in accordance with the standards and answers questions if needed. The inspectors are also supported by the office engineers. The Field Engineer/Manager keeps track of the nuclear gauge calibrations and leak tests as well as the sand cone calibration.

During construction, samples are obtained in accordance with Caltrans, and ACI procedures, depending upon the material sampled, and brought to Koury's laboratory for further evaluation and/or testing. Upon arrival to the laboratory, each sample is logged into our tracking software and a laboratory testing program is prepared by the Project Engineer. As each test is completed the results are cataloged and logged into the computer. During this process the Engineer monitors the completion of the tests and confirms that the appropriate tests have been performed per the approved testing procedures prior to releasing the results.

The appropriateness of our laboratory procedures are verified through yearly independent recertification of our laboratory personnel and equipment calibration program. Our laboratories are AASHTO, DSA, AMRL, CALTRANS and US Corps of Engineers certified. Our peer and management reviews further contribute to quality control and quality assurance.

GEOTECHNICAL & PAVEMENT EVALUATION REPORTS

Prior to delivery of a proposal for a project, we conduct an initial site assessment to obtain crucial information for preparing a proposal. Using general information about the structure, we review its location on the Seismic Hazard Zones prepared by the Department of Conservation Division of Mines and Geology to see if a liquefaction or an earthquake induced landslide study is warranted. We then review Alquist-Priolo Fault Zones to establish the potential for surface rupture due to fault plane displacement propagating to the surface at the site during the design life of the project. We use software such as PlanSwift, which assists in obtaining the footprint area of proposed developments and comply with code requirements and industry standards to estimate the number and depth of borings needed for the investigation. The number and depth of borings will allow us to come to a not-to-exceed budget for our investigation projects and a proposal is submitted. Once Koury has obtained approval from the City, we will request for a meeting with the project design team and the City to review the specific scope and conditions of the site under investigation. We then conduct a preliminary site reconnaissance to observe accessibility for a drilling rig and mark boring locations. After the boring locations are marked we order a utility locating inspection and the correct drilling equipment to ensure that utilities are not harmed during drilling and that borings are obtained in the needed locations. If we are conducting a pavement evaluation investigation within an existing roadway segment, we would also provide the necessary traffic control.

ERROR FREE DELIVERABLES

The first step is to ensure that all the tasks are well defined by the City representative and understood by the Koury team. Koury's approach to avoid errors in deliverables is to have a schedule and work plan in place, and to follow the work plan with quality assurance check points, and using check list as necessary. Once the plan is in place and the tasks are well defined, Competent and experienced personnel are appropriately selected for each task. An Engineer who has not worked on the project, is assigned to perform an independent technical review and quality assurance. An independent administrator is to check the assembly of the deliverables prior to issuance. Koury strives to prepare in advance to avoid last minute rushes.

TWO KEY STAFF & AVAILABILITY

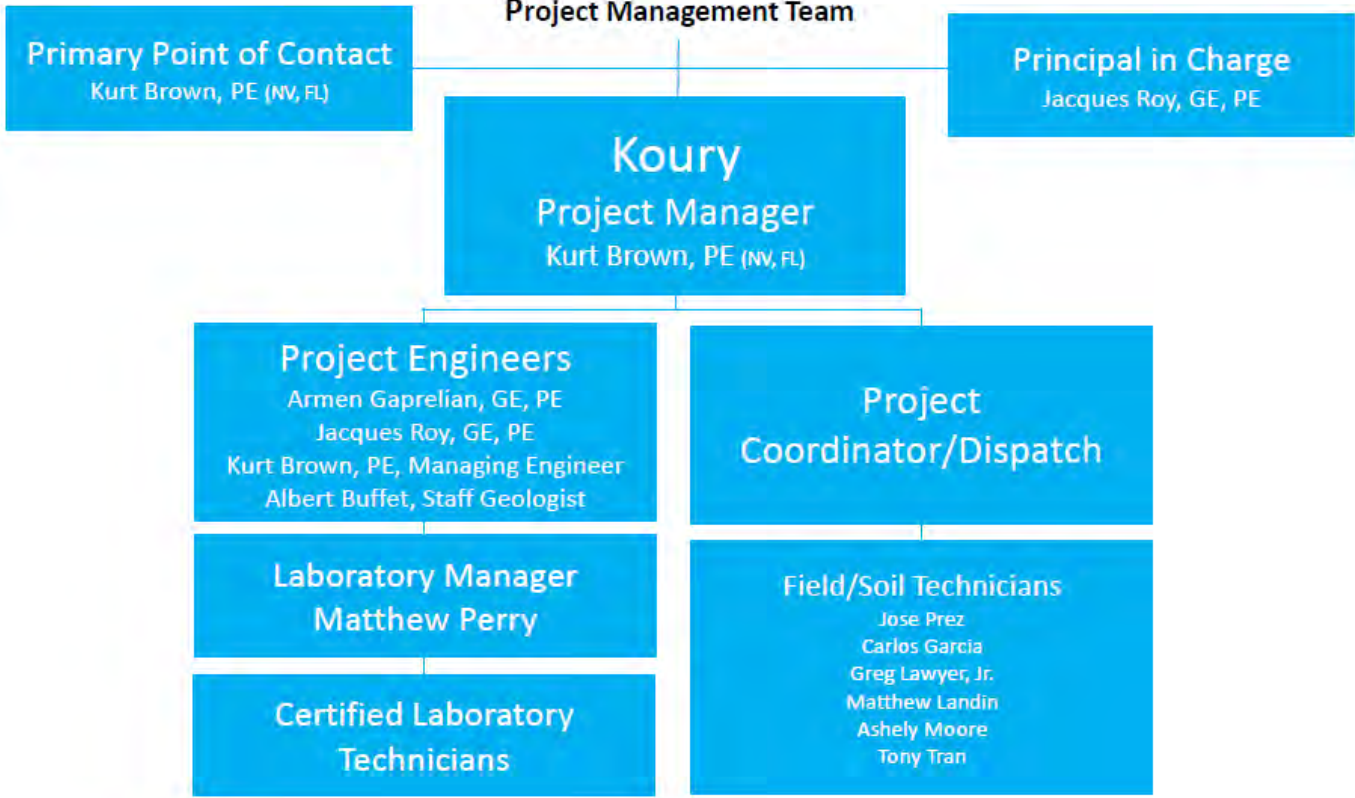
PROJECT TEAM MATRIX

All Koury personnel will be 100% available to the City and will maintain these project rolls unless otherwise specified.

Name	Title	Certifications	Years of Exp.
Raymond Roblero	VP Operations	American Welding Society AWS - CWI - Certified welding inspector No. #15111711 (expires 09/2024) ACI - Concrete Field Testing Technician – Grade I ICC Prestressed Concrete Special Inspector (expires 07/15/2024) California Commercial Building Inspector (expires 02/20/2023) Spray Applied Fire Proofing Special Inspector (exp. 02/20/2023) Reinforced Concrete Special Inspector (expires 03/01/2024) Structural Steel and Bolting Special Inspector Structural Masonry Special Inspector (expires 03/01/2024) Master of Special Inspection (expires 07/15/2024) CTM - 504, 518, 533, 539, 540, and 557 Nuclear Gauge Certified	15
Jacques Roy, P.E.,G.E.	PIC Geotechnical Engineer	Geotechnical Engineer, 2077, California, 1988 EXP 9/30/2022 Civil Engineer, 35386, California, 1982 EXP 12/31/2022	35
Armen Garprelian	Material Engineer	License Number: 61053 License Type: Civil Engineer License Status: Expiration Date: December 31, 2022	25
Mike Mohajeran	Sr. Field Engineer	MS. in Civil Geotechnical Engineering, California State University of Fullerton, 2012 BS & MS in Computer Science, Technical University of Vienna, Vienna-Austria, 1998	25
Albert Buffet	Sr. Field Technician / Geologist	ICC Soils Special Inspector (exp. 06/08/2023) 20152020 40HR HAZWOPER Training Bachelor of Science in Geology; California State University - Northridge - 2014	8
Kurt Brown	Field Operations Manager / Field Supervisor	B.S.C.E: Civil and Environmental Engineering University of South Florida - Tampa, FL NCEES Professional Engineer, Geotechnical Emphasis Florida License #86384 Nevada License #028494 ACI Concrete Field Testing Technician – Grade I (exp 05/24)	25
Jose Perez	Technician Soils Inspector	ICC Soils Special Inspector (exp. 05/21) Nuclear Gauge Certified ACI Concrete Field Testing Technician - Grade I (exp. 7/25)	11
Tony Tran	Technician Soils Inspector	ICC Soils Special Inspector (exp. 09/01/2023) Nuclear Gauge Certified ACI Concrete Field Testing Technician - Grade I (exp. 6/24)	10
Carlos Garcia	Technician Soils Inspector	ACI Concrete Field Testing Technician - Grade I (exp. 4/25) ICC Soils Special Inspector (exp. 11/23) Nuclear Gauge Certified	7
Greg Lawyer, Jr.	Technician Soils / Concrete Technician	ACI Concrete Strength Testing Technician (exp. 2/23) ACI Concrete Field Testing Technician (exp. 7/22) Nuclear Gauge Certified	5
Matthew Landin	Technician Special Inspector / Lab Technician	ICC Spray Applied Fire Proofing Special Inspector (exp. 12/22) ICC Special Inspector General Requirements (exp. 12/22) ACI Concrete Strength Testing Technician (exp. 2/24) ACI Concrete Field Testing Technician (exp. 5/24) Nuclear Gauge Certified	5
Ashley Moore	Technician Soils Inspector	ACI Concrete Field Testing Technician - Grade I (exp. 4/21) ICC Soils Special Inspector (expires 07/28/2026) Structural Masonry Special Inspector (expires 07/28/2026) Structural Steel and Bolting Special Inspector (expires 01/15/2025) Reinforced Concrete Special Inspector (expires 02/15/2025) Prestressed Concrete Special Inspector (expires 02/15/2025) Nuclear Gauge Certified	7



Project Management Team



Resumes are in Appendix A

THREE PROJECT EXPERIENCE & REFERENCES

ON-CALL CITY OF CORONA

OUR SCOPE:

Koury provided On-Call Special Inspection, Material Testing and Geotechnical Engineering Services to the City. Our work with the City of Corona consisted of observation and testing for both soils and materials. This included compaction during grading operations, including removal and re-compaction of fills documented removal areas and depths; performed required soil laboratory tests on retained samples from on-site and imported materials for fill placement as needed for the soils report/project; reviewed mix design for concrete; observed and inspected, sampled and tested structural concrete placed at the project site including the placement of reinforcing steel. Projects include but are not limited to:

Client:

City of Corona

Dates:

2014- 2020

Contract Amount:

\$600,637

Contact:

Moses Cortez, Parks
Superintendent

P| 951.739.7947

C| 951.830.0906

E| moses.cortez@
coronaca.gov

PROJECTS:

Border Street Curb Gutter Asphalt Replacement

Weirick Road Paving

Ridgeview Terrace Paving

Butterfield Park Lighting

Various Concrete CIP Inspections

Home Gardens Well Collection

West Rincon St. Reclaimed Waterline Extension PH II

Stadium Turf Replacement

Asphalt at Magnolia and Fullerton

City Hall Demonstration Garden

Desalter Generator

Butterfield Park Pre Manufactured Building

Terra Drive French Drainage System

Citrus Park

West Rincon St. Reclaimed Waterline Extension

Lincoln Park - Parking Lot Expansion

Wells 32 and 33 Drainage

Concrete Spot Repair

Corporation Yard Sidewalk, Curb and Gutter

DWP Headquarters - Corona Fire Department Tennant Improvement

Percolation Pond Access Road



2nd Contact:

Eugene Silvas, Utility Construction Superintendent | 755 Public Safety Way, Corona, CA
(951) 232-2787, eugene.silvas@ci.corona.ca.us

ONYX PAVING CO., INC.

Client:

Onyx Paving Co.

Dates:

2019-2022

Contract Amount:

\$75,000.00

Contact:

Vivian Tran, PM
viviant@onyxpaving.net
(626) 534-1765

Justin Kirschner, PM
Justink@onyxpaving.net
(714) 402-0904

Thomas Dietz PM
TDietz@onyxpaving.net
(714) 833-0403

Hillside Avenue, Norco, CA

The general items of work to be done hereunder consist of roadway widening, curb ramps, curb and gutter, rolled curb, catch basins, striping and other improvements on Hillside Avenue from Fifth Street to Sixth Street to the satisfaction and acceptance of the City Engineer

Provided compaction testing and material testing. Contract Value \$8,000.00

Hillside Avenue II, Norco, CA

The general items of work to be done hereunder consist of roadway widening, curb ramps, curb and gutter, rolled curb, catch basins, striping and other improvements on Hillside Avenue from First Street to Second Street to the satisfaction and acceptance of the City Engineer

Provided compaction testing and material testing. Contract Value \$20,000.00

Norco Hills Road - Street Improvement, Norco, CA

Norco Hills Road from Hidden Valley Parkway to Parkview Drive. The Project required, mill and overlay, slurry seal, curb ramps, striping, signal loops and other improvements to the satisfaction and acceptance of the City Engineer

Provided compaction testing and material testing. Contract Value \$27,000.00

Sierra Avenue Pavement Rehabilitation, Norco, CA

Street rehab on Sierra Ave from Sixth Street to Detroit Street. The Project required, mill and overlay, slurry seal, curb ramps, striping, signal loops and other improvements to the satisfaction and acceptance of the City Engineer

Provided compaction testing and material testing. Contract Value \$5,000.00

City of Chino Hills - Mystic Canyon Drive Rehabilitation

Street rehab on Butterfield Ranch Road to Shady View Drive, Chino Hills, CA. The Project required, mill and overlay, slurry seal, curb ramps, striping, signal loops and other improvements to the satisfaction and acceptance of the City Engineer

Provided compaction testing of CAB base and asphalt. Contract Value \$5,000.00

Calle San Marcos & Eagle Canyon Drive Pavement Rehabilitation, Chino, CA

Street rehab on Calle San Marcos and Eagle Canyon Drive From Grand Ave. to Wandering Ridge Dr. The Project required, mill and overlay, slurry seal, curb ramps, striping, signal loops and other improvements to the satisfaction and acceptance of the City Engineer

Provided compaction testing of base and asphalt. Contract Value \$10,000.00

SOUTHERN CALIFORNIA LOGISTICS AIRPORT

We have been contracted by Burns and Mc Donnell to provide the soils and material testing, and inspection services for their project at the Southern California Logistics Airport (SCLA).

SCLA RUNWAY 17-35 REHABILITATION

Project Description:

This Project entails the third phase of the reconstruction of the asphalt portions of Runway 17/35, consisting of removing and replacing approximately 225,000 square feet of structural runway pavement section to current FAA Design Standards. Phase III also entails replacing approximately 3,000 linear feet of existing asphalt runway shoulders that will be lost as a function of the runway reconstruction. Additionally, Phase III includes eliminating 400 linear feet of blast pad from the northernmost point of the runway and reconfiguring the northernmost 2,000 linear feet of runway.

Client:

Burns & McDonnell

Dates:

2020- Active

Contract Amount:

\$162,000



CITY OF WHITTIER

Client:

City of Whittier / FCG

Dates:

2019

Contract Amount:

\$62,000

Contact:

AB Fakhouri, PM

22885 Savi Ranch Parkway,
Suite G

P| (714) 312-0317

E| ab.fakhouri@fcgconsultants.
com

Whittier - Whittier Greenway Trail Extension East Phase 1

A 2.8-mile eastern extension will reach the east City limit line. The Whittier Greenway Trail is part of the Los Angeles County Metropolitan Transportation Authority Southeast Area Bicycle Master Plan and will connect the LA County trail network to Orange County trails when the east extension is completed.

Services: Materials Testing and Inspection, Specialty Inspection Staff

Contracted by the City's CM firm FCG Consultants

Koury has also worked for FCG on projects with the following Cities:

- Norwalk - Paramount - Downey - Irwindale - Burbank

FCG CONSULTANTS

Client:

FCG Consultants

Dates:

2015-2022

Contract Amount:

\$75,000.00

Contact:

AB Fakhouri
ab.fakhouri@fcgconsultants.com
(714) 312-0317

City of Whittier - Whittier Greenway Trail Extension East Phase 1

A 2.8-mile eastern extension will reach the east City limit line. The Whittier Greenway Trail is part of the Los Angeles County Metropolitan Transportation Authority Southeast Area Bicycle Master Plan and will connect the LA County trail network to Orange County trails when the east extension is completed.

Provided materials testing, soils inspections requiring compaction testing, and source inspections/ Caltrans. Contract Value \$70,000

City of Norwalk - Foster Road Side Panel Project

The Foster Road Side Panel Project provides safe walking and bike route to school as well as enhance safety along this corridor between Studebaker Road and Pioneer Boulevard. Side panels are located along Foster Road at the following sections:

1. Studebaker Road to Fairford Road – Both Sides of Foster Road.
2. Fairford Road to Gridley Road – South side of Foster Road.
3. Jersey Avenue to Pioneer Boulevard – North side of Foster Road

The project also includes design of an on-street bike way from Pioneer Boulevard to Studebaker Road, concrete meandering sidewalk in the side panels, connections and upgrades to existing sidewalk, ADA ramps along the corridor, safety lighting for the side panel sections, low level landscape treatments, drainage treatments and storm drain upgrades, miscellaneous roadway paving, and removal of interfering trees.

We were subcontractors to FCG Consultants and supported them in providing soils monitoring, asphalt observation and testing, inspection of concrete pavement, laboratory testing of concrete cylinder compression, max density, and AC Marshall testing all in accordance with the City's Acceptance Testing Criteria. Contract Value \$ 20,000

City of Downey | Stewart & Gray Road Fiber-Optic Traffic Signal

The work to be performed under this Contract consists of: (1) Construction of a fiber optic traffic-signal communication system on Stewart & Gray Road between Old River School Road and Woodruff Avenue consisting of approximately 11,840 linear feet of conduit, cable and associated field elements; (2) installation of City-furnished video detection systems at three signalized intersections; (3) Integration of the communications system into new Type 334 communication hub cabinets on Stewart & Gray Road at Paramount Boulevard and Lakewood Boulevard, (4) Replacement of existing electrical services with new Type III-CF (dual meter) service cabinets at four signalized intersections, (5) Construction or reconstruction of a total of ten curb ramps located at five signalized intersections including two cross-gutters at the Patton Rd. intersection, (6) traffic signal modifications and upgrades at six intersections (Old River School Rd., Downey Ave., Patton Rd., Lakewood Blvd., Bellflower Blvd. and Firestone Blvd.)

Provided Caltrans compaction testing, Soils Tech, Concrete testing, and rebar bend and tensile. Contract Value \$18,000

REFERENCES

Client	Contact Information	Dates/ Description of Service
University of California Riverside	Robert Williams, PM 1223 University Ave Riverside, CA 92507 P 951.827.1382 E rovert.williams@ucr.edu	Services: Geotechnical Engineering, Material Testing, Soils Inspection, and Special Inspection Services
City of Beverly Hills	Ji Kim Associate Project Manager Public Works Department City of Beverly Hills 345 Foothill Road Beverly Hills CA 90210 O (310) 288-2817 C (310) 866-7587 E jikim@beverlyhills.org	Services: Geotechnical Engineering, Material Testing, Soils Inspection, and Special Inspection Services
City of Whittier - Sub to CM Firm FCG Consultants	AB Fakhouri Sr. Project Manager FCG Consultants 22885 Savi Ranch Parkway, Suite G Yorba Linda, CA 92887 P 714.225.3007 E ab.fakhouri@fcgconsultants.com	Services: Geotechnical Engineering, Material Testing, Soils Inspection, and Special Inspection Services
Orange County Sanitation District	Rick Kwiecien Project Manager OCSD 10844 Ellis Ave Fountain Valley, California 92708 P: 714-430-4163 rkwiecien@ocsd.com	Services: Geotechnical Engineering, Material Testing, Special Inspection Services Concrete, Masonry, Structural Steel,

FOUR REQUIRED STATEMENTS

REQUIRED STATEMENTS

The following are Koury's responses to the required statements contained in the RFP.

1. This RFP shall be incorporated in its entirety as a part of Koury's proposal.
2. This RFP and Koury's proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by Koury and the Mayor or City Manager of Moreno Valley.
3. Koury's services to be provided, and fees therefore, will be in accordance with the City's RFP. Koury has no additions or exceptions to the City's RFP.
4. **KOURY TAKES NO EXCEPTIONS TO THE CITY'S RFP.**
5. Qualifications applicable to the project include names, qualifications and duties, along with recent similar projects including names, titles, addresses and telephone numbers of the appropriate person for contact is provided. Koury acknowledges and understands that the consultant will not be allowed to change the sub-consultant without a written permission from the City.
6. Koury acknowledges we will provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the 'Not-to-Exceed' fee as part of the Cost Proposal, and no additional compensation will be allowed therefor.
7. A resource allocation matrix will 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.
8. Koury acknowledges and understands that we will provide a qualified alternate staff in the event of the primary staff is not able to come to work.
9. All charges for Koury's services is a "Not-to-Exceed" fee which must include conservatively estimated reimbursable expenses, as submitted with and made a part of our Proposal.
10. Koury 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.
11. A copy of Koury's hourly rate schedule and a statement that said hourly rate schedule is part of the Koury's proposal for use in invoicing for progress payment and for extra work incurred that is not part of this RFP is attached to follow. Koury understands that all extra work will require prior approval from the City.
12. Koury will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
14. Koury 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.

15. Koury 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.

16. Koury 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.

17. Koury 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 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.

FIVE FORMS

Attachment A: Non-Collusion Affidavit

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


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

County of San Bernardino
(the County of the place of business)

Michelle Hejza, being first duly sworn, deposes and
(name of the person signing this form)
says that he/she is Marketing Manager of
(title of the person signing this form)

Koury Engineering and Testing, Inc., the party making the foregoing bid
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By: 
(signature)

Printed Name: Michelle Hejza
(name of the person signing this form)

Title: Marketing Manager
(title of the person signing this form)

A - RESUMES

JACQUES ROY, P.E., G.E.

Principal Geotechnical Engineer

PROFESSIONAL PROFILE

Mr. Roy has more than thirty years of experience in geotechnical and civil engineering. He is a registered Civil and Geotechnical Engineer in California, Colorado, Alaska, and Canada. He has served as the Engineer-of-Record on more than 500 projects. In addition, Mr. Roy has performed quality assurance for field construction, assigned and supervised laboratory testing, performed project management, cost estimating and supervised investigation and construction. His duties also include reviewing geotechnical reports, transportation studies and computer models; preparing engineering calculation packages; performing difficult studies for foundations, earth retaining structures and ground stabilization; and providing special field observations and monitoring.



PROJECT EXPERIENCE

Years of Experience: 30+

Education:

M.S., Geotechnical Engineering, University of British Columbia, Canada,

B.S., Civil Engineering, University of Sherbrook

**Registrations/
Certifications:**

Geotechnical Engineer, 2077, California, 1988
(License # 2077)

Civil Engineer, 35386, California, 1982

(License # 35386)

City of Corona:

Border Street Curb Gutter Asphalt Replacement Project

Weirick Road Paving

Ridgeview Terrace Paving

Geotechnical Engineer - Mr. Roy performed quality assurance for field construction, assigned and supervised laboratory testing, performed project management, cost estimating and supervised investigation.

Hillside Avenue, Norco, CA

Geotechnical Engineer - Mr. Roy performed quality assurance for field work, assigned and supervised laboratory testing, performed project management.

City of Chino Hills, Mystic Canyon Drive Rehabilitation

Geotechnical Engineer - Mr. Roy performed quality assurance for field construction, assigned and supervised laboratory testing, performed project management, cost estimating and supervised investigation for this Street Rehab project.

Southern California Logistics Airport, Runway 12-35 Rehabilitation

Reconfigured over 2,000 linear feet of runway and replacing to current FAA Standards. Geotechnical Engineer - Mr. Roy performed quality assurance for field work, assigned and supervised laboratory testing, performed project management.

City of Whittier, Whittier Greenway Trail Extension East

2.8 Mile extension of the Whittier Greenway Trail, including streetside bike lanes. Mr. Roy performed quality assurance for field construction, assigned and supervised laboratory testing, performed project management, cost estimating and supervised investigation for this project.

ARMEN GAPRELIAN

Material Engineer

PROFESSIONAL PROFILE

Mr. Gaprelian has over twenty-five years of experience as an engineering consultant. He acts as a Project Engineering Consultant for our company reviewing tests and documentation for various municipalities and school districts. For the past 15 years, Mr. Gaprelian has been directly involved with managing and overseeing the engineering as well as the construction phases of the various projects he has managed, including many DSA projects. He acts as a project engineer, overseeing all testing and inspection of materials in our multi-certified laboratory.



PROJECT EXPERIENCE

Years of Experience: 25+

Education:

Civil Engineering –
Majoring on Geotechnical
Engineering and
Construction Management,
University of New South
Wales, Sydney, Australia,
1993.

M.S. Geotechnical
Engineering, University of
New South Wales, Sydney,
Australia, 1996.

Registrations/ Certifications:

Professional Civil Engineer
No. C 61053, California

Professional Geotechnical
Engineer No. GE 2668,
California

City of Corona:

Border Street Curb Gutter Asphalt Replacement Project

Weirick Road Paving

Ridgeview Terrace Paving

Butterfield Park Lighting & Site Improvements

Armen acted as the project engineer, overseeing testing and inspection of materials performed in our multi-certified laboratory.

Hillside Avenue, Norco, CA

Armen acted as the project engineer, overseeing testing and inspection of materials performed in our multi-certified laboratory.

University of California Riverside

Armen acted as the project engineer, overseeing testing and inspection of materials performed in our multi-certified laboratory for the following projects:

Student Success Center | 2019

Barn Expansion Project | 2019

Sports Event Center | 2019

Los Angeles Community College District

Armen acted as the project engineer, overseeing testing and inspection of materials performed in our multi-certified laboratory for the following projects:

Football Field and Northwest Area Storm Water Implementations | 2020

Southeast Hall SI | 2020 & Sports Event Center | 2019

East Los Angeles College | Storm Water Implementation Projects

Los Angeles, CA

Armen acted as the project engineer, overseeing testing and inspection of materials performed in our multi-certified laboratory.

KURT BROWN

MANAGING ENGINEER

PROFESSIONAL PROFILE

Mr. Brown has over ten years of experience in the structural and geotechnical engineering field. This includes inspection of numerous multi-story buildings. He has served as project manager on several large projects coordinating the structural design, construction document production and review, shop drawing review, and construction inspections. He also has construction materials testing and inspection experience. Structure types have included single-family residential, multi-story, multi-family, hotels, airports, commercial and big box, casino, hospital, and public/government facilities.



RELEVANT PROJECT EXPERIENCE

Years of Experience:
25+

Education:

Bachelor of Science, Civil Engineering, University of South Florida 2007

Professional Engineer (PE) Nevada Issued 2021 #028494

Professional Engineer NCEES Issued 2018 #86384

Certifications:

ACI Concrete Field

Testing Technician

Nuclear Gauge Certified

Mr. Brown was the project manager for the following projects:

Norco Hills Road - Street Improvement, Norco, CA

Norco Hills Road from Hidden Valley Parkway to Parkview Drive. The Project required, mill and overlay, slurry seal, curb ramps, striping, signal loops and other improvements to the satisfaction and acceptance of the City Engineer

Provided compaction testing and material testing. Contract Value \$27,000.00

Sierra Avenue Pavement Rehabilitation, Norco, CA

Street rehab on Sierra Ave from Sixth Street to Detroit Street. The Project required, mill and overlay, slurry seal, curb ramps, striping, signal loops and other improvements to the satisfaction and acceptance of the City Engineer

Provided compaction testing and material testing. Contract Value \$5,000.00

City of Chino Hills - Mystic Canyon Drive Rehabilitation

Street rehab on Butterfield Ranch Road to Shady View Drive, Chino Hills, CA. The Project required, mill and overlay, slurry seal, curb ramps, striping, signal loops and other improvements to the satisfaction and acceptance of the City Engineer

Provided compaction testing of CAB base and asphalt. Contract Value \$5,000.00

Calle San Marcos & Eagle Canyon Drive Pavement Rehabilitation, Chino, CA

Street rehab on Calle San Marcos and Eagle Canyon Drive From Grand Ave. to Wandering Ridge Dr. The Project required, mill and overlay, slurry seal, curb ramps, striping, signal loops and other improvements to the satisfaction and acceptance of the City Engineer

Provided compaction testing of base and asphalt. Contract Value \$10,000.00

MIKE MOHAJERAN

Project Managing Engineer

PROFESSIONAL PROFILE

Mr. Mohajeran has over twenty years of experience in the construction industry. He has worked as a Project Field Engineer performing subsurface investigations for residential, commercial, and public works projects. He has also acted as Field Supervisor for projects that included grading observation, soil and asphalt testing, and nuclear gauge testing during construction. Mr. Mohajeran is also trained in reviewing, interpreting and summarizing laboratory test data for engineering analysis. He is also skilled in reviewing grading and slope stability, shallow and deep foundations, and seismic hazards.



PROJECT EXPERIENCE

Years of Experience: 20+

Education:

MSc. in Civil Geotechnical Engineering, California State University of Fullerton, 2012

BS & MS in Computer Science,

Technical University of Vienna, Vienna-Austria, 1998

Mike was the Staff Engineer on the following projects:

City of Whittier - Whittier Greenway Trail Extension East

A 2.8-mile eastern extension will reach the east City limit line. The Whittier Greenway Trail is part of the Los Angeles County Metropolitan Transportation Authority Southeast Area Bicycle Master Plan and will connect the LA County trail network to Orange County trails when the east extension is completed.

Provided materials testing, soils inspections requiring compaction testing, and source inspections/ Caltrans. Contract Value \$70,000

City of Norwalk - Foster Road Side Panel Project

The Foster Road Side Panel Project provides safe walking and bike route to school as well as enhance safety along this corridor between Studebaker Road and Pioneer Boulevard. Side panels are located along Foster Road at the following sections:

1. Studebaker Road to Fairford Road – Both Sides of Foster Road.
2. Fairford Road to Gridley Road – South side of Foster Road.
3. Jersey Avenue to Pioneer Boulevard – North side of Foster Road

The project also includes design of an on-street bike way from Pioneer Boulevard to Studebaker Road, concrete meandering sidewalk in the side panels, connections and upgrades to existing sidewalk, ADA ramps along the corridor, safety lighting for the side panel sections, low level landscape treatments, drainage treatments and storm drain upgrades, miscellaneous roadway paving, and removal of interfering trees.

We were subcontractors to FCG Consultants and supported them in providing soils monitoring, asphalt observation and testing, inspection of concrete pavement, laboratory testing of concrete cylinder compression, max density, and AC Marshall testing all in accordance with the City's Acceptance Testing Criteria. Contract Value \$ 20,000

City of Downey | Stewart & Gray Road Fiber-Optic Traffic Signal

The work to be performed under this Contract consists of: Construction of a fiber optic traffic-signal communication system on Stewart & Gray Road between Old River School Road and Woodruff Avenue consisting of approximately 11,840 linear feet of conduit, cable and associated field elements; Construction or reconstruction of a total of ten curb ramps located at five signalized intersections including two cross-gutters at the Patton Rd. intersection.

Provided Caltrans compaction testing, Soils Tech, Concrete testing, and rebar bend and tensile. Contract Value \$18,000

ALBERT BUFFET

GEOLOGIST

PROFESSIONAL PROFILE

Mr. Buffet has over 8 years of experience. He has extensive experience of laboratory soils testing and on site geotechnical services and drilling. While on site, he ensures that design drawing and specified building codes are followed. He is a certified nuclear gauge specialist, ICC soils (EC), ACI Field I, ASTM, and CalTrans specialist. Mr. Buffet provides inspection and observation for soils and concrete. He has performed the sampling and testing of materials as required for each specialty and project. Albert is able to perform soil classification, grading, trenching, mixing, paving, coring, environmental testing, and traffic control. Soils Investigations "Conducting drilling operations" staking boring locations, arranging digalert and drill crew, complete field and digital boring logs, perform SPT, CD, and Bulk Samples.

RELEVANT PROJECT EXPERIENCE

Years of Experience: 8+

Education:

Bachelor of Science in Geology; California State University - Northridge - 2014

Registrations/ Certifications:

ICC: Soils Special Inspector (exp 06/08/2023)

Irvine: Reinforced Concrete

Los Angeles: Grading

Long Beach: Driven Piles

CTM: 105, 106, 201, 202, 206, 207, 2016, 217, 226, 227, 231

ACI: Field Testing Technician Grade I

TWIC

Nuclear Gauge Certified: 20152020

20152020 40HR

HAZWOPER Training

Albert was the Staff Geologist for the following projects:

Hillside Avenue Phase 1 & 2, Norco, CA

Sierra Avenue Pavement Rehabilitation, Norco, CA

City of Chino Hills, Mystic Canyon Drive Rehabilitation

Calle San Marcos & Egal Canyon Drive Rehabilitation, Chino Hills, CA

SCLA Runway 17-35 Rehabilitation Project

Kenneth Road Rehabilitation Project, Glendale, CA

Hollywood Park | Parking Structure

Cerritos College | Health and Wellness Center

Santa Ana College Health Science Building

Santa Monica College | Malibu Campus - Sheriff's Sub-Station

University of California Riverside | Multiple Projects

West Rincon St. Reclaimed Waterline Extension PH II

Asphalt at Magnolia and Fullerton

Butterfield Park Pre Manufactured Building

Terra Drive French Drainage System

Citrus Park

West Rincon St. Reclaimed Waterline Extension

Weirick Road Paving

Lincoln Park - Parking Lot Expansion

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, construction drawings, specifications, 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 \$236,700.00.
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/do_biz/biz-license.shtml
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 AccountsPayable@moval.org
Accounts Payable questions can be directed to (951) 413-3073.
Copies of invoices may be submitted to the Capital Projects Division at email: techinfo-capproj@moval.org or calls directed to (951) 413-3120.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

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

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

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

City of Moreno Valley

Request for Proposals

Geotechnical and Material Testing Services for Citywide Pavement Rehabilitation Program

Project No. 801-0097 Invitation # 2022-512

(FY 2026/27 to FY 2030/31)

(Arterial and Collector Streets)



COST PROPOSAL

POINT OF CONTACT:

Kurt Brown

Business Development | Project Manager

C | 310.415.6725 O | 909.606.6111

E | KurtB@KouryEngineering.com



COVER LETTER

September 13, 2022

City of Moreno Valley
Capital Projects Division
14177 Fredrick Street
Moreno Valley, CA
techinfo-capproj@moval.org

**SUBJECT: RFP #2022-512 ARTERIAL AND COLLECTOR STREETS
PROFESSIONAL GEOTECHNICAL AND MATERIAL TESTING SERVICES
KOURY PROPOSAL NO. 22-0689**

Koury Engineering & Testing, Inc. appreciates the opportunity to provide our qualifications in response to the City's Request for Qualifications for Project No. 801 0097 Citywide Pavement Rehabilitation Program (Arterial And Collector Streets). Our goal is to provide the City with highly experienced and qualified engineering and support staff and our in-house laboratory capabilities to ensure that the City's required quality assurance goals are met.

After thirty years in business, Koury has gained knowledge of the applicable codes, regulations, and ordinances associated with working in various cities and municipalities throughout Southern California. We have previously held contracts with all of the following municipalities:

**City of Pomona
City of Corona
City of Santa Monica
OC Sanitation District**

**County of San Bernardino
Caltrans District 12
City of Brea
City of Anaheim**

**City of Bell
County of Los Angeles
Port of Long Beach
City of Newport Beach**

Our proposed team includes Koury's experienced Registered Civil and Geotechnical Engineers staff and inspectors who hold multiple certifications and have hands-on knowledge of local soils and geological conditions. We have experience with the public street, water, sewer, storm drain, and other various Capital Improvement projects funded Federally or by the State. Our local knowledge will enable us to provide the City with proactive solutions and promptly meet all project requirements.

Our Principal Engineer, Mr. Jacques Roy, has hands-on knowledge of local soils and geological conditions. He maintains well established relationships with many public agencies. Our local knowledge combined with our vast amount of Public Sector experience will enable us to provide the City of Moreno Valley with proactive solutions to assist with successfully meeting all project requirements in a timely manner.

WHAT MAKES US DIFFERENT?

Koury Engineering is more than an inspection firm and lab with city and municipality experience. Koury has specific knowledge and experience with the complex soil conditions in various cities and counties throughout Southern California, and our management and inspectors come from the trades we inspect. Our principals have won construction management awards and have extensive training and expertise in construction inspection, geotechnical engineering, civil engineering, survey services, materials testing, and many other disciplines.

Our sister companies act as divisions increasing the specialty services we offer. C-Below provides subsurface utility engineering expertise and comes with years of experience in locating utilities, surveying/mapping, and potholing.

Koury operates two full-service laboratories in Chino, CA, and Gardena, CA. Koury's corporate office: 14280 Euclid Avenue, Chino, CA 91710. Koury is licensed and approved as a geotechnical and construction materials testing laboratory by several oversight agencies, including AASHTO, AMRL, ACI, ACE, CCRL, DSA, ICC, MTA, OSHPD, the City of Los Angeles, the County of Los Angeles, and Caltrans. Koury can comply with the funding requirements and standards of the Federal Highway Administration.

BUDGET CONTROL

Koury uses Salesforce™ customer relationship management (CRM) software to track all projects. As your project starts, Salesforce™ enables our team to follow all the stages of your project. This allows our project managers to track the available budget in alignment with the remaining schedule. Our project managers review their project budget and schedule status weekly to ensure that everything is on track and address any anomalies as they arise.

Koury presents an itemized budget summary on a monthly basis with their invoices, ensuring complete visibility on the project's testing and inspection budget. The project manager will notify the City on any discrepancies, and will alert the appropriate representative when we are within 25%, 50% and 75% of the original allocated budget.

At each budget milestone the manager will assess the available budget in alignment with the remaining schedule. If a scope item is going to run over, and adversely affect the overall project budget our project manager will notify the City. Then a meeting may be scheduled to discuss the additional hours required to complete the scope item. This allows you to make adjustments in the budget as required. Further, Koury will not exceed the contracted budget without an approved change order from the City or an authorized representative.

If you should have any questions or require additional information, please do not hesitate to contact Kurt Brown, Client Manager at (310) 713-4005 or via email at kurtb@kouryengineering.com. We look forward to the opportunity to provide the City with excellent service.

Regards,

Koury Engineering and Testing, Inc.



Kurt Brown, P.E. (NV) (FL)

DIR No. 100007497

FEES & COST PROPOSAL

City of Moreno Valley Project No. 801 0097 Citywide Pavement Rehabilitation Program Arterial and Collector Streets					
1) Pre-Production Testing of Slurry Seal					
<i>Mix Design Reviews: (Including Conformance testing of Aggregate, Emulsion, and accelerator/retardant to determine particle charge distillation, percent residue, and viscosity).</i>	Mix Design Reviews	3	Each	\$ 3,300.00	\$ 9,900.00
2) Production Testing of Slurry Seal					
	Percent Emulsion	60	Each	\$ 85.00	\$ 5,100.00
	Percent Residual Asphalt	60	Each	\$ 225.00	\$ 13,500.00
	Wet Track Abrasion	60	Each	\$ 685.00	\$ 41,100.00
3) Construction Observation and Testing of Aggregate Base and Subgrade					
<i>70 days, 8 hour/day</i>	Soil Technician/ICC Inspector	560	Hourly	\$ 120.00	\$ 67,200.00
	Maximum Density Optimum Moisture Test	75	Each	\$ 220.00	\$ 16,500.00
4) Testing of HMA/ARHM and Placement Observation					
	Mix Design Reviews	1	Each	\$ 300.00	\$ 300.00
<i>70 days, 8 hour/day</i>	Soil Technician/ICC Inspector	560	Hourly	\$ 120.00	\$ 67,200.00
	Hveem Density Test	10	Each	\$ 220.00	\$ 2,200.00
5) Testing of PCC					
	Mix Design Reviews	1	Each	\$ 300.00	\$ 300.00
6) Project Management					
	Project Manager	40	Hourly	\$ 140.00	\$ 5,600.00
	Project Engineer	30	Hourly	\$ 185.00	\$ 5,550.00
	Administrative Support	30	Hourly	\$ 75.00	\$ 2,250.00
ESTIMATED TOTAL					\$ 236,700.00

EXHIBIT E

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

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

4. Professional Liability (Errors and Omissions):

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

Umbrella or Excess Insurance

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

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects 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 certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.