

**AGREEMENT
FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR CORPORATE YARD OFFICE BUILDING F
PROJECT NO. 803 0055**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Gillis + Panichapan Architects, Inc., a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

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

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

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

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

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

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

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DESCRIPTION OF PROJECT

1. The Project is described as Corporate Yard Office Building F.

Project No. 803 0055.

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 Proposal shall take precedence over the Consultant's Proposal.

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

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$ 352,485.00 in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

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

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule as included in said Exhibit "A" and incorporated by this reference.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through **December 30, 2024**, 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

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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

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and during the performance of this Agreement, Consultant agrees as follows:

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

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

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

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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 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.

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(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 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.

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(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 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

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under this agreement may be public record under State law.

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

(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,

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economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

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

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written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

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

24. The City and the Consultant agree, that to the extent permitted by law, 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

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to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

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

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

(d) Neither Consultant, nor any of Consultant's 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.

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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:

“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

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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

Gillis + Panichapan Architects, Inc.

BY: _____

City Manager

Date

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

- Enclosures: Exhibit "A" – City'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"
Request for Proposals
Professional Architectural and Engineering Design
Consultant Services for

Corporate Yard Office Building F
PROJECT NO. 803 0055

Address: 25180 Santiago Drive
in the City of Moreno Valley



Proposal due date:

September 9, 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

The City of Moreno Valley is seeking proposals from qualified firms to work in conjunction with City staff to provide architectural and design services for the City Corporate Yard Office Building F. You are hereby invited to submit a Proposal for Architectural and Engineering Design Services for the Corporate Yard Office Building F, Project No. 803 0055 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>

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 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.

A mandatory pre-proposal meeting will be held on August 25, 2022, from 10:00 to 11:30 a.m. at the City's Corporate Yard located at 25180 Santiago Drive in the City of Moreno Valley. All participants will gather at the parking lot in front of the existing Administration Building.

II. Project Description and Schedule

The project includes the design and construction of a new office building of approximately 6,000 square feet within the City of Moreno Valley Corporate Yard property. The proposed building is designed to meet the City's near-term needs as recommended by the Corporate Yard Space Needs Analysis approved by the City Council. The proposed building is a modified version of Building "F" as shown in the Conceptual Design Study and Phasing Plan of the Corporate Yard, which is to be on the west side of the existing Administration Building (Building "A"). See attached Location Map and "Corporate Yard Facility Space Needs Analysis and Conceptual Design" for more information.

Currently there is only limited funding available for the design of the project. The construction of the project will be determined once funding becomes available.

The following dates are critical in order to have the design substantially completed by June 2023:

	DATE	EVENT
1	August 10, 2022	Request for Proposals issued
2	August 25, 2022 @ 10:00 a.m.	Mandatory pre-proposal meeting at the project site
3	September 2, 2022 @ 2 p.m.	Deadline for Q & A via PlanetBids
4	September 9, 2022 @ 2 p.m.	Proposal due date
5	September 19, 2022	Proposals review and consultant selection complete
6	October 6, 2022	City Council to award contract for design service
7	November 2022	Start of service
8	End of June 2023	Substantial completion of the design

III. Scope of Services

The scope of services includes performing all work (both in office and in the field) related to architectural and engineering design, environmental clearance, and permitting necessary for completion of the design, required documentation, plans, specifications, estimates, bid package, and other paperwork ready for advertising the project for construction bids. The scope of services also includes such additional services (at the City's option) as providing technical support during project advertising, awarding, and construction.

The list of specific tasks includes, but is not limited to:

A. During Design

1. Prepare a detailed design schedule, including identifiable milestones for City review and approval. The initial design schedule with identifiable milestones (e.g. 30%, 60%, 90% and 100% design, environmental clearance, permitting) shall be prepared within fifteen (15) working days after the Notice to Proceed (NTP). Schedule updates shall be prepared and submitted once a month, if necessary, showing progress and necessary adjustments.
2. Develop and submit a QA/QC plan for the City's review and approval within fifteen (15) calendar days after the NTP.
3. Submit a cost estimate at different design levels of submittals. The Final Estimate shall be submitted along with the Bid Document submittal level before project advertising.

4. Schedule/hold/attend/manage monthly Project Development Team (PDT) meetings. Invite City staff and other agencies, such as utility companies, as appropriate.
5. Prepare and distribute meeting agendas and minutes for all meetings. The minutes shall include a list of attendees with phone numbers and e-mail addresses, a synopsis of discussion items, any pertinent information, action items, and all follow-up action items.
6. Ensure that bid documents receive approvals from all approving authorities.
7. Coordinate with all associated and involved City personnel and other participating entities, including all utility companies, etc., to ensure review, participation, input and resolution of issues related to design, environmental, permitting, schedule and costs.
8. Attend and present the project to the City Council, City Committee or Commission, and/or any task force meetings.
9. Ensure that the documents meet all applicable standards and codes.
10. Perform a value analysis of the design, construction materials and methods and recommend/make changes.
11. Develop and prepare budget and funding controls to ensure the project is completed within the available budget.
12. Assist in preparation and/or compliance of project funding documentation, if requested.
13. Prepare Specifications and review, annotate, and make project-specific revisions to the City's boilerplate specifications.
14. Compile and complete bid packages for the advertisement for construction by the City. Assist with preparation of the construction contract bid advertisement.
15. Perform Constructability, Biddability, and Claim Avoidance reviews.
16. Coordinate and ensure the City Building Department approves/signs-off on the Plan Check.
17. Assist in obtaining all required permits.
18. Prepare and obtain final approval of Plans and Specifications (Bid Documents) and Estimate.

Bid documents include, but are not limited to, architectural floor plans, elevations, sections, renderings, design and calculations related to structural, civil, mechanical, HVAC, and Fire/Life/Safety systems, power, electrical lighting, utilities, computer-related wiring and/or special arrangements and fixtures, all floor landscape layouts, fixed furniture and equipment (FF&E) layouts and spreadsheet for procurement and installation, wall elevations showing furnishings and equipment, landscaping and irrigation, site lighting and security, specifications, cost estimating, and site and street improvements (if applicable).

The Consultant shall develop bid documents with necessary and required coordination with all affected parties. The bid documents shall meet all requirements to obtain all necessary and available permits (available prior to construction NTP) to perform the construction. The design shall meet all necessary and required State of California Energy Savings and ADA requirements, local, state and federal applicable codes and criteria. Following is a general description for PS&E work:

- a. Architectural design services to include architectural site and building plans, sections, elevations, details, building systems, rendering, specifications and estimates.
 - b. Structural design services to include structural plans, sections, elevations, details and all structural components, including associated calculations, materials, systems, specifications and estimates.
 - c. Mechanical, HVAC and Fire/Life/Safety design services to include site and building plans, sections, elevations, details, design for energy conservation, heating and ventilation, air conditioning, plumbing and fire protection systems, calculations, drawings, specifications and estimates.
 - d. Electrical design services to include site and building plans, sections, elevations, details of power systems, electrical materials, lighting, voice/data systems, UPS services for computer systems, provision for an emergency generator, a "pigtail" hook-up for a mobile generator as an optional emergency power supply, alarms, security systems, conduit runs and any special electrical requirements deemed necessary for the Corporate Yard, calculations, drawings, specifications and estimates.
 - e. Civil design services to include surveying, site plans, sections, elevations, details, on- and off-site utility systems, fire protection system, site drainage and paving, parking lot layout including related details, calculations, drawings, specifications and estimates.
19. Prepare and obtain the final approval of the project Water Quality Management Plan (WQMP). A Preliminary and Final Water Quality Management Plan (WQMP) for the project shall be prepared in accordance with the latest edition of "Riverside County Water Quality Management Plan for Urban Runoff/ Santa Ana River and Santa Margarita River Regions." The plans shall be reviewed for consistency with the guidance document and approval is required as part of the initial civil design process. The plans should address only the contract limits but shall make reference to and provide essential data for the overall Corporate Yard site.
 20. Utilities work shall include investigation and review of all existing utilities. All tie-in of future utilities shall be examined, and loads should be calculated to ensure the ultimate Corporate Yard needs.
 21. Landscape design services to include site planting and irrigation system plans, sections, elevations, details, specifications and estimate.

22. Investigate which LEED level can be achieved with a cost benefit analysis and then advise the City for consideration and approval for additional design activities to support LEED accreditation. **The City desires to achieve a LEED Certification level, but not necessarily secure the certification.**
 23. Interior design services (fixed and free-standing furniture and equipment included) to include plans, sections, elevations, details, equipment schedules, specifications and estimate of furnishings based on recommendations provided by the City staff. Interior design work shall also include floor plans indicating the location of furniture, furniture systems or other items.
 24. Prepare and provide FF&E matrix, specifications and cost estimate. The City will either procure the furniture or decide to include it in the bid documents to be supplied by the contractor. Coordinate and support all activities associated with selection, procurement and installation of the FF&E.
 25. Specifications are to follow the latest CSI format. The City will provide General Conditions (GCs), while the consultant shall develop Special Conditions (SCs), technical specifications and liquidated damages calculations. Review, annotate, and make project-specific revisions to the City's boilerplate GC document.
 26. Estimates to include quantities, schedule of values and any other assumptions in support of the estimates. Estimates to reflect mid-point of construction.
 27. Perform a value analysis of site, building materials, systems and interior elements to ensure the best value for the City's investment. This analysis shall be carried out to ensure that the facility is being built within the available budget.
 28. Perform Biddability, Constructability, and Claim Avoidance reviews.
 29. Develop interface design documents for future Corporate Yard buildings and utilities.
 30. Investigate and advise the benefits for the use of Solar Energy for Phase I project.
- B. During project advertising for bids and construction contract awarding (**optional services**)
- At the City's option, the Consultant may be retained to provide the following services. The Consultant shall include these services in the Technical Proposal and the associated cost in the Cost Proposal, and shall label them as "Optional".
1. Assistance with preparation of advertisement, developing a list of potential contractors and a list of pre-qualified bidders, if requested.
 2. Attendance at pre-bid meeting(s), job walk and bid opening(s).

3. Responses to all bidders' questions/queries.
4. Preparation of any addenda.
5. Assistance with bid review/evaluation, technical qualifications/ background checks/verification of contractor and sub-contractors licenses for validity of three lowest responsible bidders, recommend approval of Schedule of Values.
6. Assistance with preparation of staff report(s) and presentation to the City Council for the contract award.
7. Assist with the award and execution of the contract between the City and the Contractor, including review of insurance, bonding, and other required documents.
8. Assist or perform the activities associated with advertising and retaining specialty contractors or services such as materials testing, surveying, building furnishing and furniture procurement and/or suppliers and/or installers, etc.

C. During construction to the final project close-out (**optional services**)

At the City's option, the Consultant may be retained to provide the following services. Consultant shall include these services in the Technical Proposal and the associated cost in the Cost Proposal, and shall label them as "Optional".

1. Coordinate and participate in pre-construction contract award activities.
2. Assist City with the procurement of furniture and furniture systems, including, but not limited to, coordination with vendors, manufacturers and suppliers to verify lead times and ensure proper delivery dates for placement/installation.
3. Management and coordination for the processing of submittals, including receipt, review of, and appropriate action on Request for Information (RFIs), shop drawings, product data, samples and other submittals required by the Contract Documents.
4. Review, analysis, and development of independent cost estimate(s) of all Value Engineering Proposals (VEPs) provided by the Contractor.
5. Field observation services consisting of visits to the site at intervals appropriate to the stage of construction to review and report the progress and quality of the work and to determine in general if the work is proceeding in accordance with the intended design goals and objectives.
6. Preparation, reproduction and distribution of written directions, drawings and specifications to describe work to be added, deleted or modified. Preparation of drawings, including

calculations, for design work associated with change orders and review of proposals from contractor(s) for reasonableness of quantities and materials.

7. Assistance with change order negotiations with contractor(s) on the relative costs of work proposed to be added, deleted, or modified.
8. Preparation of as-built drawings based on red-lined documents received from the field.
9. Recommend courses of action when the Contractor's or sub-contractor's performance is unsatisfactory and assist with carrying out the necessary corrective actions.
10. Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.
11. Assist the Contractor in obtaining all building, grading, and other permits necessary for the project.
12. Ensure timely completion/approvals in response to all RFIs, shop drawings, product data samples, Change Notices, Intent to File Change Notice, and Construction Change Order (CCOs) reviews, negotiations and issuance of Change Order(s) to the Contractor.
13. Prepare independent cost estimates for comparison and review by the City for all Contractor-submitted change notices/orders.
14. Assist with required inspections by certified building inspector(s) provided by the City.
15. Assist with the activities of City-retained specialty contractors such as inspections, testing, furniture and furnishing-related activities, move-in phase, etc.
16. Assist with monitoring and updating the construction schedule.
17. Participate in weekly construction meetings with the Contractor, City staff, and other involved parties. Prepare and distribute meeting minutes.
18. Prepare and distribute all required notices, respond to complaints and resolve problems as necessary.
19. Review Contractor pay requests and prepare necessary documentation for submittal and approval by the City.
20. Coordinate and assist in observing the initial start-up and testing of utilities, systems and equipment utilized on the project.

21. Ensuring that the project site has record copies of the following:
 - a. Plans, specifications and contract documents with all changes and modifications.
 - b. Permits.
 - c. Addenda, change order(s), shop drawings, product data, submittals and samples.
 - d. Survey and layout data and certifications and photographs of as-built locations and depths.
 - e. List of addresses, telephone and license numbers of General Contractor, all sub-contractors, material suppliers and utility agencies.
22. Conduct project walk-through(s) and prepare punch list(s).
23. Ensure the project is implemented per the approved set of bid documents.
24. Incorporate approved changes to the plans, specifications and contract documents as they occur and ensure that the red-line set for the as-built is maintained on regular basis.
25. Prepare as-built drawings at the completion of construction.
26. Coordinate close-out of the project; obtain necessary operation manuals, warranties, guarantees and other applicable necessary information. Provide all documentation in a well-organized manner in either electronic and/or hard copy formats (binders, folders, CDs, etc.).
27. Obtain all releases and warranty bonds from the General Contractor and sub-contractors. Provide all documentation in a well-organized manner in either electronic and/or hard copy formats (binders, folders, CDs, etc.).
28. Deliver manuals and record drawings to the City and coordinate all final inspections. Provide all documentation in a well-organized manner in either electronic and/or hard copy formats (binders, folders, CDs, etc.).
29. Prepare status report(s) for project close-out and filing of Notice of Completion.
30. Present the City with a complete project close-out file.
31. Perform such other project-related duties as may be required by the City.
32. Perform warranty walk approximately one (1) year from the City Council's acceptance of the project.
33. Resolve all warranty issues so that the City can release the Warranty Bond.

IV. 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

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

1. **Project Understanding:** This section should clearly convey a clear understanding of the nature of the work, identification of major project issues and proposed solutions thereof, from both the Consultant and the sub-consultants (Consultant Team).
2. **Approach and Management Plan:** This section provides the Consultant Team's proposed approach and management plan for providing services. Include an organization chart showing proposed relationships among Consultant Team/staff as well as any other parties that may have a significant role in the delivery of this project.
3. **Qualifications and Experience:** Provide the qualifications and experience of the team for this project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members, including references. Identify and provide in-depth information for the proposed project manager's qualifications, track record and relevant experience.
4. **Staffing Plan:** Discuss the staffing plan and the current and anticipated workloads for all key team members and their capacity to perform the requested services according to the proposed schedule. Discuss the firm's/team's approach for completing the services required for this project within budget and schedule.
5. **Work Plan and Schedule:** Include a description of how each task of the project will be conducted and identify deliverables for each task and implementation schedule. The work plan should include sufficient detail to demonstrate a clear understanding of the project. Discuss the Consultant Team's approach for completing the project.
6. **Quality Control and Assurance:** Discuss QA/QC proposed for each phase/deliverable for this project, including various independent plan check reviews and 95% Plan Biddability/Constructability/Claims Avoidance reviews.
7. **Additional Relevant Information:** Provide additional relevant information that may be helpful in the selection process (not to exceed two pages).

The following statements 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.

NOTE: EXCEPTIONS TO THE INDEMNIFICATION, LIABILITY, AND TERMINATION FOR CONVENIENCE OF THE CITY CLAUSES OF THE CITY'S STANDARD "AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES" SHALL NOT BE ACCEPTABLE. ANY EXCEPTIONS TO THESE CLAUSES SHALL DISQUALIFY THE CONSULTANT'S PROPOSAL FROM FURTHER CONSIDERATION.

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.

V. 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.

VI. 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.

VII. INSURANCE

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

VIII. 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).

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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** (40 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** (40 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.

XIV. ATTACHMENTS

- A. Project Location Map
- B. Non-Collusion Affidavit
- C. Sample Agreement for Professional Consultant Services
- D. Corporate Yard Facility Space Needs Analysis and Conceptual Design
- E. As-built plans of the Administration Building (Building A) and Site Improvements.

**Proposal for Professional Architectural and Engineering
Design Consultant Services**

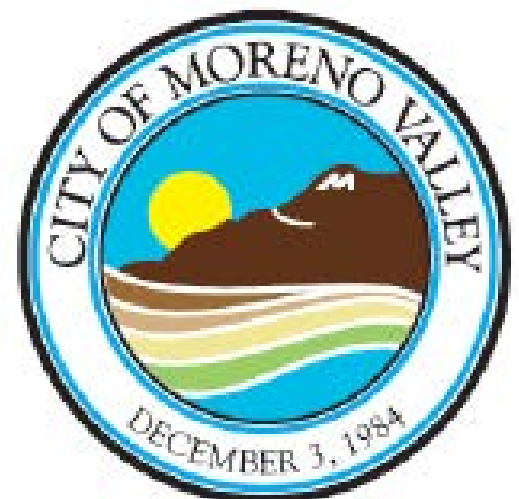
City of Moreno Valley

SEPTEMBER 9, 2022

Jack Panichapan, AIA, LEED AP
Principal/CEO

Gillis + Panichapan Architects, Inc.
2900 Bristol Street, Suite G-205
Costa Mesa, 92626

jack@gparchitects.org
Tel. 714.668.4260
Fax. 714.668.4265





September 9, 2022

Capital Projects Division
City of Moreno Valley
14177 Frederick St.
PO Box 88005
Moreno Valley, CA 92552

Re: RFP –Professional Architectural and Engineering Design Consultant Services for Corporate Yard Office Building F PROJECT NO. 803 0055

Sir/ Madam:

We are pleased to forward to you our Statement of Proposal for the City of Moreno Corporate Yard Office Building F:

- Our experience involves many years of collaboration with Municipal agencies on a broad range of corporate yard facilities that vary in complexity, scope, and size.
- We specialize in the providing services for new ground-up and rehabilitation of corporate yards facilities from conceptual design through to project move-in.
- We are flexible and open to design innovation, reflecting the City's specific and custom needs for their facility and how it can be optimally low maintenance, energy efficient, and a sustainable facility.
- We assisted the City of Moreno Valley to develop the original Corporate Yard Master Plan 15 years ago.

Gillis + Panichapan Architects Inc. (GPa) is a full-service Architectural and Interior Design firm with over thirty years of experience serving Public, Educational, and Civic Facilities throughout California. Our successful experience with these Agencies leaves us with a great depth of intimate knowledge that we can bring forward specifically to the City of Moreno Valley.

We are pleased to submit our qualifications, and hope to have the opportunity to further demonstrate our enthusiasm, and express our experience in more detail.

Respectfully,

Jack Panichapan, AIA, LEED AP
Principal, CEO
Gillis + Panichapan Architects, Inc.

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Project Understanding

Gillis+ Panichapan Architects Inc (GPa) offers the following is a description of services that endeavors to optimally align and complement with the RFP scope description provided by the City of Moreno Valley for their new Corporate Yard Office Building F and the surrounding site.

Within it we attempted to add supplemental information into each stage to address issues that we foresee that can improve the quality of the project. More descriptive information on hourly time respective to each individual task can be found in the Work Plan the associated separate fee schedule. (See FEE SCHEDULE).

We will be providing Architectural and Engineering services to provide fully permitted and approved engineered improvement plans, bid documents, and technical specifications for the construction of the new one story approximately 6,000sf Facility. The new facility will be built at the City Yard located at 25180 Santiago Drive in the City of Moreno Valley.

The project would be initiated with a needs assessment review to establish and update the foundational program of City Needs based Conceptual Design Exhibit completed back in 2009 by GPa.

The main program would potentially include the following:

- Office Spaces: restrooms, conference/training/ classrooms, employee breakrooms, and private and open office spaces.
- Potential Locker Room
- Potential Shop Spaces
- Site Parking and Accessibility Design

The RFP outlines three (3) primary tasks (Tasks A-C). The main task on this proposal would be Task A: Conceptual through Full Construction Documents.

The next are the optional tasks of bidding (B) construction support (C).

We included highlights of the following tasks (but not limited) to the scope items from scope described in the RFP:

- Refine and Update Program and Space planning for the proposed facility
- Develop Parking Plan, Site Accessibility and Egress.
- Site Drainage Plans
- Energy conservation analysis for facility, including sustainable passive strategies
- Develop Building Look and Aesthetic: Selection of interior and exterior materials, finishes and fixtures (subject to City review/approval)
- Layout and furniture recommendations for offices. Assist City with Furniture Procurement.
- Assist City with Audio Visual Design and Coordination
- Site design for egress and accessibility including a new Parking Area for the new building
- Lighting Design for interior and exterior lighting
- Statements of Probable Costs (SoPC) throughout the design process including: Schematic Design and Construction Document phases.

Engineering Subconsultants:

- Mechanical Electrical Plumbing Engineering
- Structural Engineering
- Civil Engineer and Landscape

GPa's TECHNICAL APPROACH

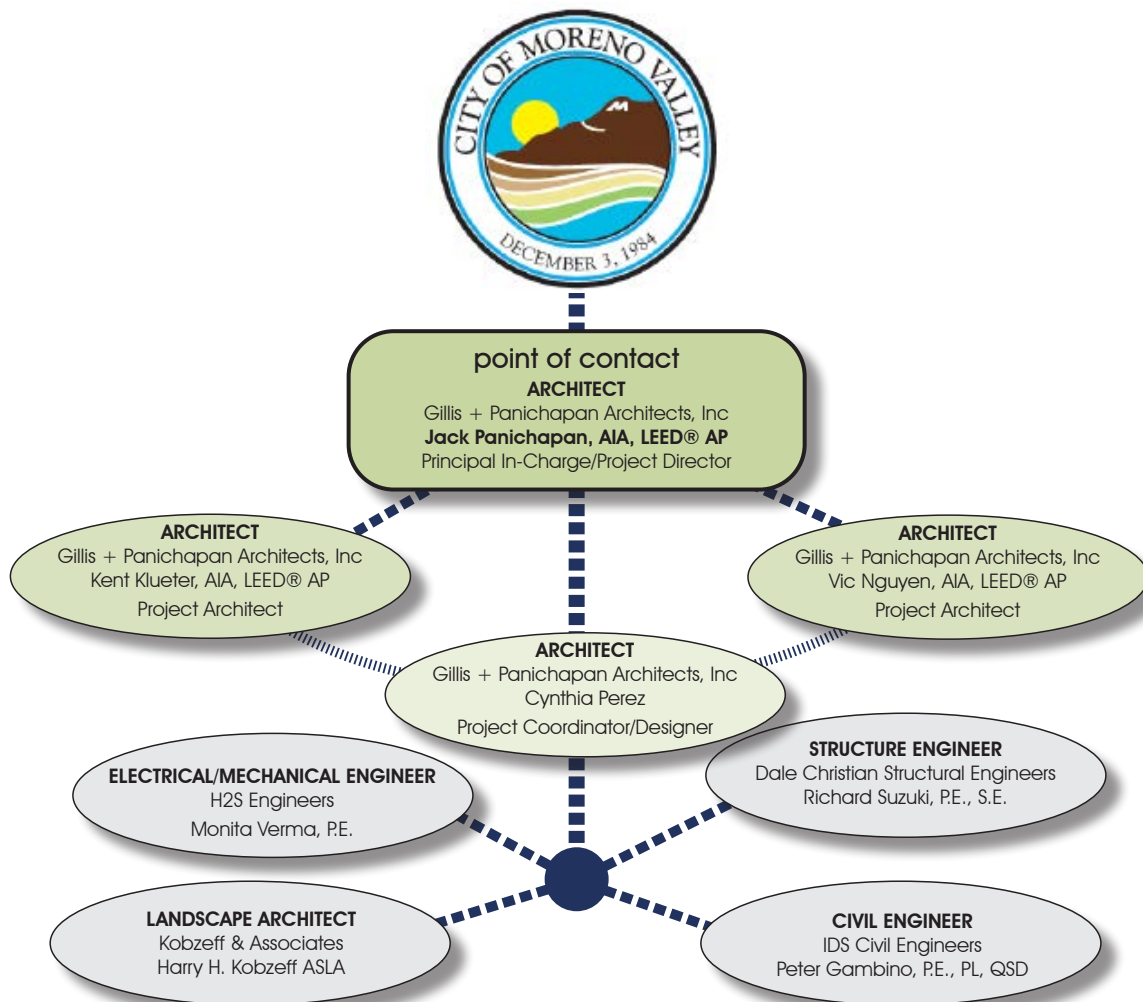
Jack Panichapan will be the primary contact with the Client throughout the entire process of the project. Our principal and CEO's intimate involvement with the project, we believe is the key to the project success. Along with this, our team of Architects and Engineers have worked together for many years, often decades together.

With Jack, we will be engaging in discussion to encourage finding the vital methodology on how operations as well as department interactions ebb and flow, carefully planning for the project potential growth and change over time to integrate into the overall design solutions. Assessment of the program occurs at all scales from ergonomics to department level operations. Having a single point of connection and involvement in the day to day development of the project is key to a project's success. We believe a close interactive collaboration with the Client's team throughout the design and development process will achieve optimal cost effective solutions for a successful project overall.

GPa's observations and analysis, accompanied with our expertise built upon many years of working with Civic and Municipal Facilities on Corporate Yards all over the state of California, can offer an essential road map to improvements and development of any number of projects that the Client may need.

Our office is full service and encompasses both Architecture and Interior Design. We are involved from early stages of programming all the way on to the move coordination up to opening day.

We have recently completed corporate yard projects for the San Gabriel City Yards and the Westminster Corporate Yard. Both incorporate large administrative building offices for the city maintenance staff, along with the associated complex service yards. We have also recently completed the WRD GRIP Advance Water Treatment Facility and Visitors Center, a project that achieved LEED Platinum Certification.





**Jack Panichapan, CEO/Principal
Gillis and Panichapan Architects, Inc.**

Jack Panichapan will be the project manager and the main point of contact and coordinator throughout the entire project for the City. He will coordinate and track of all processes with the client and sub-consultants.

- Jack Panichapan, 20 years with GPA, 28 years of experience
- Bachelor and Master in Architecture, Iowa State University
- Professional Architect, CA #29344, LEED Accredited Professional
- Professional Architect, IL 001-018109



**Kent Klueter, Project Architect
Gillis and Panichapan Architects, Inc.**

As project architect, Kent will develop working drawings, coordinating with engineering consultants, producing of construction documents, bidding process, construction administration, as well as coordinating with building department.

- Kent Klueter, 29 years with GPA, 33 years of experience
- Bachelor in Architecture, California Polytechnic State University, San Luis Obispo
- Professional Architect, CA #25189, LEED Accredited Professional



**Vic Nguyen, Design Director
Gillis and Panichapan Architects, Inc.**

Mr. Nguyen is responsible for design presentation and quality control. With graphic, 3-D modeling and BIM expertise, he can assure quality project team coordination in every step of the design process. Moreover, he is in charge of project approvals at all stages from planning to building entitlement.

- Vic Nguyen, 12 years with GPA, 22 years of experience
- Bachelor in Architecture, University of Arizona
- Professional Architect, CA #30250, LEED Accredited Professional



**Cynthia Perez, Project Coordinator/Designer
Gillis and Panichapan Architects, Inc.**

Ms. Perez works closely with the Project Architect and Principal with the coordination of team members. She handles product research, color/material for furniture selection, and 3-D renderings. In addition, she is also involved in the coordinating production of construction documents, administration of the bidding process, and construction administration.

- Cynthia Perez, 14 years with GPA, 14 years of experience
- Bachelor in Architecture, University of California, Berkeley



Richard Suzuki, P.E., S.E. Structural Engineer: Dale Christian Structural Engineer (DCSE)

Years of Collaboration: 17

DCSE Structural Engineers are involve with us on the project from the conceptual design all the way though construction by performing site visits during construction as well as the review of various structural submittals. DCSE's team experienced in all phases of structural engineering and design analysis for different types of structures including mixed-use multi story facility, retail buildings, tilt-up industrial buildings, restaurants, police and fire stations, steel office building and subterranean parking structures.

Relevant Recent Projects with GPa:

- UC Irvine Health – On-Call A/E Services
- City of San Gabriel – Municipal Yard Facility
- City of Westminster – Maintenance Corporate Yard and Police Department Training Facility



Monita Verma P.E., LEED AP, Mechanical, Electrical, and Plumbing Engineer: H2S Engineers Inc.

Years of Collaboration: 10

H2S specializes on electrical and mechanical, as well as managing the whole picture of the project. They design and consult on HVAC, electrical and plumbing system design. Their duties include the specification and optimization of cost effective HVAC, electrical and plumbing solutions. H2S is also responsible for the calculation and verification of energy compliance with the State Energy Code.

Relevant Recent Projects with GPa:

- City of Buena Park – Ehlers Community Center
- UC Irvine Health – On-Call A/E Services
- OCFA Building Addition and Retrofits



John Wang , P.E., PLS, QSD: TriTech Civil Engineers

Professional Engineer, CA, 34277

Years of Collaboration: 5

IDS Civil Engineers specializes in Civil Engineering, Land Surveying, and Public Works and site development. His depth of experience includes site planning and development, entitlement procurement, tenant improvements, ADA site improvements, construction documents, value engineering, construction administration and project management.

Relevant Recent Projects with GPa:

- SAWPA – Lobby and Parking lot ADA Retrofits
- East Orange County Water District – Headquarters Facility
- Temecula Fire Station 84



Hashimi Quazi, Ph.D., P.E., G.E. Principal / Project Manager: Converse Consultants

Civil Engineer, CA 46651

Years of Experience: 26

Converse Consultants personnel excels in providing geotechnical engineering services and has earned a reputation for quality work provided in an honest and ethical manner, on time and on budget. Conserve Consultant provides quality control, budget oversight, and technical assistance on various types of projects, including pipelines, wastewater treatment plants, reservoirs, and other related studies.

Relevant Recent Projects with GPa:

- Mojave Water Agency, New Agency Headquarters Facility, Town of Apple Valley, CA (LEED Gold)
- City of Westminster – Maintenance Corporate Yard and Police Department Training Facility
- City of San Gabriel- Municipal Yard Facility



San Gabriel Municipal Yard

City of San Gabriel

DESCRIPTION:

The City of San Gabriel had acquired a challenging narrow 3.5-acre site bifurcated by a flood control channel for its new maintenance facility containing the City's Maintenance Division, Engineering, and Administration Staff. It was our objective to provide an environmentally and energy efficient building to the City of San Gabriel that blends in, as well as enhances the surrounding community. A portion of the building also serves as an essential facility. Building and site improvements were located on the east side of the wash. The other sides of the site are primarily bordered by large industrial tilt-up facilities on the east, north, and across the Rubio wash to the west. There is a small cluster of homes isolated on the southeast section of the site, with the homes sharing the property line with the site.

The Municipal Yards Facility artfully blends in the contextual juxtaposition of single-family residential versus industrial facilities using a CMU as the primary façade material to transition the two zones. The buildings blend the larger concrete warehouses with the residential scale more gradually. The facility uses a series of subtle patterned CMU walls throughout the main facades. The colored CMU used

provides a warmth and scale for residential context while fitting in with the larger tilt-up industrial buildings on the other side. A secondary goal with the use of CMU was to provide visual and acoustic mitigation between the industrial and residential zones.

With the narrow site, the durability of the walls offers good resistance to the maintenance facility high volume activities and traffic around on the very narrow site. The facility considers sustainable design features such as native plantings, recycled materials, and north-south fenestration orientation for energy efficiency.

CONTRACT VALUE: \$750,000

CONSTRUCTION BUDGET: \$10,000,000

DATES OF SERVICE: 2016



Gillis + Panichapan Architects, Inc.

CLIENT REFERENCE:
Patricia "Patty" Pena
 Management Analyst
 (626) 308-2825
 Ppena@sgch.org



WESTMINSTER CORPORATION YARD

City of Westminster

DESCRIPTION:

The existing city maintenance yard facility built in the early 1960s, is overcrowded, inefficient, and no longer sufficient to implement the city's needs as a maintenance facility. GPa was obtained to update and expand the current facility. The new corporate yard includes a new administration building, canopy, fuel station, and warehouse facilities. The renovation and addition takes place within the existing site of the city's current municipal facility along with an adjacent building the city has obtained for a police training facility requiring renovation. Another building housing the Boys and Girls Club was also renovated as a part of this project.

One of the challenges of this project was that the facility is required to be operational during the course of renovation. GPa worked with the city for a phasing plan to relocate staff and keep it operational during the course of construction. The new building contains notable sustainable features and reflects the residential scale of the surrounding residential neighborhood. GPa completed the space planning and furniture procurement for the both the corporate yard and the police training facility. We also provided code updated retrofits for the Boys and Girls Club.

CONTRACT VALUE: \$448,000

CONSTRUCTION BUDGET: \$10,500,000

DATES OF SERVICE: 2016



CLIENT REFERENCE:
 Dustin Alamo
 Senior Vice President
 (949) 497-9000
dalamo@griffinholdings.net



GRIP- Advanced Water Treatment Facility

WRD- Water Replenishment District of Southern California

DESCRIPTION:

WRD is developing an advanced reclaimed water treatment campus (\$100 million construction cost) that includes an approximately 45,000sf treatment plant process building and an approx. 24,150sf two story Administration and Visitors Building.

During the course of development, GPa developed the general architectural aesthetic of the buildings and site landscape concepts and theme through several phases of public outreach input with the surrounding community. The goal was to have a building and a campus that facilitated a welcome connection to the community.

The Design was developed through stages of Design-Build with an architectural philosophy which is consistent with the theme and character that has been established by WRD in terms of outdoor connections, views, and transparency. We worked interactively with WRD in order to ensure that the

implementation of the final design aligns with the established budget, needs, and goals for the architecture of new facility. Throughout the development of the project this can be implemented with workshops. The facility achieved LEED Platinum.

CONTRACT VALUE: \$875,000 (Architecture only)

CONSTRUCTION BUDGET: \$100,000,000

DATES OF SERVICE: 2019



Gillis + Panichapan Architects, Inc.

CLIENT REFERENCE:

Charlene King
Associate Engineer
562-275-4252
cking@wrdd.org



Yucca Valley Branch Library

Town of Yucca Valley

DESCRIPTION:

It has been approximately ten years since a needs assessment was completed and there have been potentially organizational and infrastructural changes over the years that require the Town Master Plan Study to be re-assessed and revised.

GPa had assisted the Town of Yucca Valley to develop a report to determine a compatible new program to occupy the infrastructure of the existing mid-20th century bank facility located at 57271 Twenty-nine Palms Highway Yucca Valley, CA 92284. Programming and architectural/ engineering assessments of the existing building were provided in this report. GPa provided the Town of Yucca Valley with three separate schemes: community library, combination hi-desert museum and California welcome center, and hi-desert museum. With three separate programs and conceptual plans developed, it was determined that the County library program would be the most optimal fit. A conceptual plan of renovation of the bank were developed to depict its library use as one of three schemes. Recently, GPa completed performing

the next stages of design services (schematic design through construction administration) for the Architectural and Engineering for the renovation of the former Bank Building into the County Library.

CONTRACT VALUE: \$331,000

CONSTRUCTION BUDGET: \$2,500,000

DATES OF SERVICE: 2020



CLIENT REFERENCE:
 Shane R. Stueckle
 Deputy Town Manager
 760-369-1265 ext. 305
 sstueckle@yucca-valley.org

GPa Process and Management

At the beginning of a project for any size and budget range, our approach to effectively manage the project cost, schedule and quality begins with defining the project scope, and aligning it to the City's goals, budget, and timing for completion. This information is presented and discussed at the Kick-off meeting with the City and the goals are mutually established.

In the event where the project budget and timeline is defined prior to the meeting, we will develop and submit the preliminary schedule denoting key milestones and deliverables for the City to review and obtain their feedback at the Kick-off meeting.

During the progress of the project design, formal organized workshops will be provided to share our findings coordinating with the City Team. The project progress will be presented in interactive workshops for input and guidance for iterative refinements. These workshops would involve collaboration with the City staff to discuss design ideas and how it impacts operational needs. This process will be a chance to showcase progress and gauge reaction. We are skilled with design communications, our drawings and renderings are used optimally and effectively to communicate ideas and bring the City's vision to life be it early conceptual stage, design development, or right up through guidance of issues during construction stages.

Cost Control

As the project develops, our team will provide and update detailed cost estimates for the project. Knowing the cost estimates early allows us to make necessary adjustments to bring the project under budget with minor concessions. We use in house as well as professional cost estimating services to effectively control the project cost during design. More importantly, all major project decisions are evaluated in terms of cost impact on the project. We can inform and advise our Clients of the cost impact on the project to assist them with the decision-making process to maximize the impact on often strict and lean budgeting needs.

Schedule Control

The project schedule (Gant Chart) is developed to show major milestones for the project, the important decision-making workshops, as well as individual minor tasks that need to be completed. We regularly update the schedule and submit the updated schedule to the client as well as inform our consultants of the timeline for the completion of specific tasks to keep the project on schedule.

Percentage of Full-Time Staff Hours Dedicated to this Project:

Task 1: Conceptual/ Schematic Design

- Jack Panichapan (Principal).....40%
- Vic Nguyen (Design Director)65%
- Kent Klueter (Project Manager)20%
- Cynthia Perez (Designer).....20%

Task 2: Design Development

- Jack Panichapan (Principal).....40%
- Vic Nguyen (Design Director)55%
- Kent Klueter (Project Manager)60%
- Cynthia Perez (Designer).....50%

Task 3: Construction Documents and Plan Review

- Jack Panichapan (Principal).....30%
- Vic Nguyen (Design Director)45%
- Kent Klueter (Project Manager)70%
- Cynthia Perez (Designer).....60%

CURRENT GPA PROJECTS UNDER DESIGN/CONSTRUCTION

City of Orang Corporate Yard Renovation- Master Plan and Site Redesign of the City of Orange Corporate Yard

(STATUS: CONSTRUCTION DOCUMENTS)

Long Beach Water District- Reconfigured existing office/workstation spaces to create additional work space for existing/new personnel. Redesigned an existing kitchen with new ADA compliant countertops/cabinets and wall hung cabinets for extra pantry storage.

(STATUS: SPACE PLANNING)

Long Beach Gas and Oil Needs Assessment- A needs assessment/conceptual site plan layout for the City of Long Beach Gas and Oil Department.

(STATUS: NEEDS ASSESSMENT)

SCE Long Beach- Voluntary Seismic Retrofit of the Service Center and Garage and required ADA/Accessible upgrades.

(STATUS: CONSTRUCTION ADMINISTRATION)

Long Beach Municipal Urban Stormwater Treatment Facility- New ground-up 14,000 SF treatment facility with demonstration garden and space provided for the Long Beach Pow Wow mural.

(STATUS: PLAN CHECK)

Ontario Corporate Yard- A needs assessment/conceptual site plan layout for the City of Ontario Municipal Services Center.

(STATUS: CONCEPTUAL DESIGN)

Redondo Beach Council Chambers Renovation- A tenant improvement to modify the existing Redondo Beach City council chambers to meet ADA requirements.

(STATUS: CONSTRUCTION ADMINISTRATION)

South Coast Water District Needs Assessment- A needs assessment and facility assessment of the current South Coast Water District Administration and Operations Building.

(STATUS: NEEDS ASSESSMENT)

SCE GO-1 Upgrade- A tenant improvement project remodeling all ceilings and light fixtures to new SCE standards.

(STATUS: DESIGN DEVELOPMENT)

SCE Dominguez Hills- Voluntary Seismic Retrofit of the Service Center Campus and required ADA/Accessible upgrades.

(STATUS: CONSTRUCTION DOCUMENTS)

Gillis+ Panichapan Architects Inc (GPa) offers the following is a description of services that endeavors to optimally align and complement with the RFP scope. We have hereby provided a description of how each task of the project will be conducted and identify deliverables for each task and implementation schedule.

PART I (The Proposed Task A)

Task 1: Information Gathering and Updated Needs Assessment

This first task will assess and update the past Needs Assessment completed by Gpa 12 years ago and included within the RFP. GPa will review the current information provided by the City and document current and anticipated space needs for the facility based, along with requirements of individual staff for to further develop and update a formal architectural Needs Assessment. Current and future needed furnishings, fixtures, and equipment will also play a role in tallying space requirements.

- a. Project Establishment and Initiation
 - Work with the City to refine and establish protocol for milestone tasks for anticipated progress for the project period, pending issues and schedule completion updates. Determine and establish points of contact.
 - Establish a methodology for quality control and review with the City
- b. Project Assessment
 - Review draft building and site planning provided by City
 - Conduct a field reconnaissance to assess existing conditions at and around project site.
 - Confirm the existing underground and overhead utilities
 - Establish codes, zoning and setbacks that can impact planning and design
 - Obtain and review available property acquisition reports, maps and utility information.
 - Review updated space needs/ Staffing Org charts.
- c. Conceptual Planning
 - Finalize the building block diagram plan and site space planning
 - Participate in City meetings and prepare exhibits, as necessary
 - Provide an initial construction Cost estimate (Statement of Probable Costs) based on the building program and initials studies

Task 2: Schematic Building Design and Preliminary Site Design

The next Task shall include the development of several focused assessments and design documents evaluate specific design issues. Each of the reports will provide recommendations to the City for review and evaluation.

Scope Highlights can include the following:

1. Meet with the City to review the reports and facilitate the decisions for the elements to include in the final design process.
2. Support City in the preparation of materials (costs, drawings, layouts, equipment, etc.) for presentations in order to obtain Board approval on the final scope and configuration.
3. Design Reports that include:
 - a. Building Plans and Space Plans
 - b. Façade and Exterior schemes
 - c. Final Refined Conceptual Perspective sketches of final scheme

- d. Assessments and reports including
 - i. Site Assessments and Exhibits
 - ii. Security, Low Voltage, and Audio-Visual Design
 - iii. LEED Certification and Qualification Review, HVAC, and Lighting
 - iv. Permit Requirements
 - v. SoPC for the schematic design (Statement of Probable Cost)

This report will contain information and assessments from team and staff consensus that will be the foundation of the development of the project.

Site Development

- Evaluate site plan for the facility with existing parking and site modifications
- Evaluate current site drainage and grading, address identified corrections, such as the existing drainage swale

Building Design

- Generate initial floor plans based on the building program and initial cost analysis
- Prepare floor plans and elevations for review and approval by City (including Building furniture, and equipment)
- Generate conceptual 3-D building Renderings
- Generate initial elevations

Infrastructure Design

- Select structural systems materials framing plan and foundation plan
- Select mechanical systems
- Propose basic power plan and lighting plan for reconfiguration plan chosen
- Low Voltage and Audio-Visual Design
- Plumbing load

Energy Design and Analysis

- Analyze initial floor plans for LEED, efficiency and cost to determine if certification is a viable cost-effective solution
- Analyze initial floor plans for accessibility and Energy model review

Coordination and Research

- All design work shall be coordinated with the City.
 - Complete necessary design approvals for the project to the City Planning Department. In addition, prepare and provide all necessary plan check copies required for development review.
 - Coordinate with utilities for service modifications
 - Provide and update construction estimate and schedule prior to starting the design development phases.
-

Task 3: Design Development

At the Design Development stage, a formal bridging document (35% CD) would be developed from information secured from the previous tasks.

Building and Infrastructure Design

- Develop plans including dimensions, colors, materials, details wall sections and specifications. In additions, select preliminary schedules including doors, windows, hardware, and finishes
- Prepare casework plans for significant architectural elements
- Develop Design-Build Audio-Visual Plans and Specifications
- Develop mechanical systems including size ducts, locate runs, and identify equipment manufacturer and equipment size.
- Develop electrical power and data plan, lighting and fixtures plan; coordinate with utility companies and develop low voltage plans
- Recommend plumbing fixtures sizes, pipe sizes and coordinate points of connections
- Revise design schedule and construction Cost estimate (Statement of Probable Costs) based on the Design Development plans

Furniture layout/ Space Planning Design

- Prepare detailed furniture plans for all public, staff, meeting and support spaces
- Coordinate clearances and access to power and data at individual stations
- Provide isometrics indicating light level on horizontal surfaces for user and staff workstations

Presentation and City Approval

- Present the approved Design Development plans to City management for review and approval

City Planning Coordination

- Architect will assist the City with processing plans through the City review process, including presentation and approvals by the City staff.
- Ensure the design development addresses the initial comments from the City Planning Department review.
- The design development plans for the Building F and site shall be submitted to the City Planning Department for development review and approval prior to the construction document phase.

Task 4: Construction Documents, Furniture Coordination, and Plan Review

Once preliminary client approval has been reached on the design development documents, the information gained from it will progress into construction documents and permitting.

This includes development and preparation of architectural specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the project. GPa will develop the construction documents package suitable for bidding and construction. GPa will develop the construction document package suitable for public contract advertisement and award and will assist with obtaining required permits review and approval as required by the Building Dept. and local regulatory agencies as required.

Structure, Civil, Mechanical and Plumbing Design/Documentation and Electrical Documentation drawings and specifications based on approved documents, setting forth the engineering construction performance requirements for the Project as required.

- Submit for City review, plans at 65%, and 90% completions phases of the design.
- Submit at all phases of City review draft drawings, and draft specifications
- Submit at all phases of City review, updated design schedule, construction schedule and Statement of Probable Costs
- Workshop review with City at each stage of design
- At 90% Submit plan review to the City Building department including all calculations for plan check review
- Deliver details, plan check architectural drawing and complete construction specifications

Furniture Planning and Coordination

GPa shall provide design and/or recommend selection of furniture as part of the space planning and work with vendors to obtain established public government price agreements. *

GPa has extensive experience and expertise in office planning and interior design and can provide these services. We foresee the coordination of workstations, and general equipment and furniture that correlate to interior design.

- a. Furniture Evaluation, Selection and Implementation
- b. Address employee privacy through modular type furniture systems
- c. Provide conceptual precedents of work space furniture and selected finishes
- d. Review Cost options and alternatives
- e. Define selection criteria and guideline specifications
- f. Develop Detailed Office and Workstation Plans
- g. Review and address potential needs for acoustic and visual screening

*Cost Saving Alternative Options can be proposed and assessed. Consider that furniture selected can be based on a direct competitive non-bid type contract for government projects. Example: California Multiple Award Schedule (CMAS) or OMNIA Quotes. This furniture procurement contract provides significant discounts on furniture systems established for government agencies without the need to go through the competitive bid process.

<http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx>

Public Bidding of the furniture systems is not anticipated and is not included as a part of the scope.

Task 5: Plan Check Submittal

Submit plans to City Building Department City Plan Check** Coordination and revisions to attain plan check approval with required jurisdictions and req. authorities.

- GPa will assist with obtaining required permits review and approval as required by the City Building Dept.
- Includes meetings and Revisions from input from the City after the initial submittal. (Entitlement scope excludes Building Department or Plan check Submittal Fees, City Business License fees (if required) or any other 3rd party fees)

Task 6: Construction Documents (100% Completion)

Implement and update corrections from City Building Department approval. All comments from City addressed and incorporated prior to submittal of 100% CD PS&E's.

- Finalize drawings and specifications for architectural and building systems.
- Make City directed plan corrections
- Make final coordination of the bid documents utilizing City standards and front- end documents, as applicable.
- Perform final quality control check
- Update the construction Cost estimate (Statement of Probable Costs) and construction schedule

PART II (Optional Tasks B & C)

Task B: Bidding Assistance

Provide input for the pre-bid meeting and attend the pre-bid meeting and site visit. Assist in responding to questions raised during the bidding process. Prepare Addenda if required to address bidding questions:

- Attend Pre-Bid conference
- Respond to Bidders questions
- Author addendums in response to bidder questions and/or design changes, as necessary.

Task C: Construction Support

This Task includes assisting the City in the construction support services for the project during the construction process, and through the installation of furnishings, fixtures, and equipment (FF&E). Work scope in this phase includes all that was listed in the RFP and in summary:

Construction Administration Phase:

- Attend Pre-Construction Meeting
- Attend regular project site meeting and conduct inspection visits
- Response to FRIs and review and approve submittals and shop drawings
- Review contractors request for construction change orders including cost estimating. Submit CCO requests to City for considerations
- Review contractor's application for progress payments and recommend status to City
- Complete construction punch list
- Prepare Record documents/ as-built plans as needed and provide to City
- Perform project closeout

End of Approach Stages

City of Moreno Valley Corporate Yard Building F

Preliminary Anticipated Schedule

Project start **November, 2022**

TASKS Anticipated Duration - Completion

TASK 1: Inventory and Analysis 4 weeks- December 2022**
 Coordination with Engineering, and City team to kick off and set up. Review and assess information and feasibility and methodology of design. Geotech investigation.

TASK 2: Schematic Design February 2023**

TASK 3: Design Development

30% Construction Documents (5-week total)
30 Percent Design Drawings milestone March 2023
 (City review and input period) 2 weeks

TASK 4: Construction Documents, and Specifications

60% Construction Documents (6-week total)
60 Percent Design Drawings milestone May 2023
 (City review and input period) 2 weeks

90% Construction Documents (**Substantial Completion**)
95 Percent Design Drawings ready for plan check June 2023
 - City can review and provide input during Plan Check period for supplemental changes

TASK 5: Plan Check Coordination

Anticipated Plan Check Approval* July 2023
 -Includes coordination and Revision with Plan Check

Task 6: 100% Contract Drawings (Bid Set) August 2023
 - Plan check and Final City comments implemented into bid set

TASK 5: Bid Award completed Anticipated September 2023

TASK 6: Construction Services Anticipated to begin October 2023- with
 estimated full completion date of June 2024)

**Consideration of Holidays factored into schedule (Schedule falls within Thanksgiving Breaks, and Christmas Holidays. GPa offices will be closed for the Holidays

Quality Control and Assurance

GPa will work very closely with the City and its stakeholders to define and understand how to meet the City's objectives. This includes providing the appropriate team members for the design, using resources effectively, preparing a design schedule with clear and feasible milestones and deadlines, and offering a fair and competitive design budget. GPa proposes the following design quality control approach to achieve these objectives.

Our design quality control processes include:

- 1) Design Criteria and Programming Validation – GPa, with significant input from the City, will develop clear parameters for what City space needs are and minimum criteria for City's operational functionality and aesthetic preferences (e.g. space needs, departmental adjacencies, minimum square footages as needed, IT, security, sustainability, broader architecture context or civic design standards, etc). GPa will develop the criteria prior to completion of the Schematic Design documents and track and communicate changes through the design phase. GPa recommends scheduling interactive design workshops with Developer and the City early in the Conceptual Design development process to discuss design ideas and operational needs and solicit real-time feedback. Drawings, exhibits, reference designs, and renderings are used optimally and effectively to communicate ideas.
- 2) Design Reviews with City – GPa will prepare Design Control Documents during the design phase for the City and other relevant stakeholders to review for both conformance to the Design Criteria as well as to promote dialogue and input on the design at critical design milestones. Comments from all stakeholders will be collected in a standardized comment form and review periods will have fixed deadlines to meet the proposed schedule. At a minimum, Design Reviews will take place at Conceptual Design (CD), Schematic Design (SD), 65% Construction Documents and 95% Construction Documents design milestones.
- 3) Design Review Comment Resolution – GPa will compile all stakeholder comments to the Design Control Documents in a Design Management Log. The log will identify which party initiated each comment and require the same party to agree to close the comment when it has been addressed. Following completion of each Design Review period, GPa will meet with the City and other review stakeholders to page-turn through the comments and ensure that GPa clearly understands the intent of each comment or request. Where possible, comments will be resolved in real-time during the meeting.
- 4) Internal QA/QC – In between the formal review packages, GPa will perform internal reviews on the design development so as to track and/or correct variances to the Design Criteria and coordinate design output among the various engineering disciplines. This is accomplished by electronic file sharing, face-to-face coordination meetings, and in-house QC reviews prior to submitting each Design Control Document set. GPa also has BIM software to effectively highlight items of needed coordination and refinement.
- 5) Design Deviations – There may be deviations to the Design Criteria that arise throughout the design phase, whether due to comments initiated by the City during the Design Reviews or due to internal design coordination and progression. GPa will track such deviations on the Design Management Log to flag them for review and acceptance by the City, and other relevant stakeholders. It is imperative for all parties to provide timely feedback and approval to maintain the design schedule.
- 6) During Construction – Along with site visits, GPa can perform shop drawing and other contractor submittal reviews to confirm compliance to the Design Control Documents and Design Criteria during construction.

Our Unique Qualifications

With over thirty years of experience working with municipal agencies in the architecture of corporate yards, Water District Facilities, and Fleet Maintenance, our experience covers a wide breadth of needs and perspectives of public works facilities all over the State of California providing us with a great depth of knowledge.

Moreover, our expertise provides fluent and conversant knowledge on Corporate Yard Facilities in particular. Our unique position provides us with the intuition and understanding to relate directly to our clientele and allows us to hone effectively into needed solutions. We can communicate directly with the end user on seeking effective solutions on day-to-day operations. Our direct understanding specialized storage and purchase processing can optimize function, flexibility, and reduce the building footprint resulting in great costs savings for the facility as well as optimal usability.

Jack had worked with intimately with the City of Moreno Valley on the original Needs Assessment from 2009, and he will be the lead on this project again with the background of the holistic needs and dynamics of the facility.

Our philosophy involves having Jack, the principal, work on the project day to day from project initiation up through move-in day. Because there is no interruption in communication with staff transition, we have a high success rate in completing projects within scope, on time, and on budget.

Environmental Sensitivity

Gillis + Panichapan Architects, Inc. believes sustainability is a major cornerstone of our practice. We commit to sustainable practices in every one of the projects we work on whether or not a project seeks formal sustainable certification. Considering cost and schedule, we maximize our projects to contain the greatest number of sustainable features within the design. Our design philosophy encourages passive building conditioning strategies that are a reflection of local climate, site orientation, and environment. We endeavor to specify local materials within 50 miles of the project's location. We trust that sustainability is an optimal approach for cost savings, lower long-term maintenance, and minimizing impact on the site and the environment overall.

Every architect at here GPa are LEED accredited and well qualified to guide project towards practical sustainable design solutions or LEED certification. We have achieved LEED certification in a large number of our projects. This includes LEED platinum certification for a new WRD GRIP Project recognized by USGBC in 2020.

Certifications

Disadvantaged Business Enterprise (DBE), California Unified Certification Program

Small Business Enterprise (SBE), Los Angeles County Metropolitan Transportation Authority

Minority Business Entity (MBE), The Supplier Clearinghouse

GPa Statements and RESUMES

APPENDIX

- **GPa Statements to the City**
- **RESUMES**
 - Jack Panichapan
 - Kent Klueter
 - Vic Nguyen
 - Cynthia Perez
 - Richard Suzuki DCSE
 - Monita Verma H2S

1. This RFP shall be incorporated in its entirety as a part of the Gillis + Panichapan Architects Inc. (GPa's) Proposal.
2. This RFP and the GPa's Proposal will jointly become part of the Agreement for Professional GPa Services for this project when said Agreement is fully executed by the GPa and the City of Moreno Valley.
3. GPa's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the GPa's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. GPa has no EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL.
5. We included a statement of qualifications applicable to this project including the names, qualifications and proposed duties of the GPa'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 GPa's staff should become unavailable, the GPa may substitute other staff of at least equal competence only after prior written approval by the City.
6. GPa 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 therefore.
7. A resource allocation matrix is included with the Proposal as a part of the Fee Schedule. The resource allocation matrix lists detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns.
8. GPa acknowledges and understands that the GPa will provide a qualified alternate staff in the event of the primary staff is not able to come to work.
9. All charges for GPa services is a "Not-to-Exceed" fee which includes conservatively estimated reimbursable expenses, as submitted with and made a part of said GPa's Proposal.
10. GPa 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. The hourly rate schedule (which is to be included in the Cost Proposal as required below) is part of the GPa's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.

STATEMENTS

12. GPa 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 a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
14. *GPa 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. GPa 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. GPa 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. GPa 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 GPa, without further acknowledgment by the parties.



Jack Panichapan, AIA, NCARB, LEED® AP
CEO/Principal

Role in the Project:

As the Principal, and Project Director, he is committed to managing incoming documents, coordinating consultants and handling discrepancies to ensure accuracy in the delivery of the project personally for every client.

Experience:

Years of Experience: 28
 Years with GPa: 18

Registration:

Professional Architect, CA,
 29344
 Professional Architect, IL,
 001-018109
 LEED Accredited
 Professional
 CA DSW Volunteer,
 #89402 Cal OES- Safety
 Assessment Program

Education:

M. Arch, 1997,
 Architecture, Iowa State
 University
 B. Arch, 1996,
 Architecture, Iowa State
 University

Professional Affiliations:

American Institute of
 Architects
 National Council of
 Architecture Registration
 Board

- Dedicated to assigned project from initiation through completion.

Experience with the requirement and tasks:

Mr. Panichapan has nearly thirty years of experience, ranging from new buildings, renovation, and interior design, to complete city campus master planning. Throughout his career, he has extensive experience in the needs assessment, site survey and ADA analysis in various type of building, such as municipal, water district, corporate yard, health care facilities, and schools.

Relevant Experience:

- City of Escondido – Need Assessment, Maintenance and Water District Facility
- Mojave Water Agency – Need Assessment, New Agency Headquarters Facility, and Central Operation Center
- Moulton Niguel Water District – Need Assessment on Administration Building
- City of Westminster – Corporate Yard and Police Department, Needs Assessment and Site Planning
- City of San Gabriel – Municipal Yard Facility
- University of California, Irvine, Health – On-Call A/E Services
- Imperial Irrigation District – Needs Assessment on Multiple Department
- City of Fullerton – Public Facilities and CNG Station
- City of Santa Ana – Jerome Center, Tenant Improvement
- City of Santa Ana – Santa Ana, California (Multiple projects including Fire Station and Community Center Remodel)
- City of Oceanside – Pure Water Treatment Facility
- Southern California Edison – On-Call A/E Services
- City of Long Beach – On-Call A/E Services
- Inland Empire Utilities Agency – On-Call A/E Services
- Bellflower Somerset Mutual Water Company – Leahy Avenue Water Well Facility
- City of Anaheim – Linda Vista Reservoir and Pump Station
- City of Riverside – Pyrite Canyon Water Treatment Facility



Kent Klueter, AIA, LEED® AP Project Architect

Role in the Project:

Mr. Klueter is experienced in project coordination and management including developing working drawings, coordinating with engineering consultants, coordinating production of construction documents and building department, administration of the bidding process, ADA compliance, building code requirement, specification, and construction administration.

Experience:

Years of Experience: 30
Years with GPa: 26

Registration:

Professional Architect, CA,
25189
LEED Accredited
Professional

Education:

B. Arch, 1990,
Architecture, California
Polytechnic State
University, San Luis Obispo

Professional Affiliations:

American Institute of
Architects
National Council of
Architecture Registration
Board

- Dedicated to assigned project from initiation through completion.

Experience with the requirement and tasks:

With 30 years of experiences, and 26 years with GPA, Mr. Klueter has been working with varies types of project, such as municipal, water district, police facility, corporate yard, pump station, maintenance facility, civic facilities and training center (dispatch centers and essential facility).

Relevant Experience:

- Mojave Water Agency – Need Assessment, New Agency Headquarters Facility,
- Moulton Niguel Water District – Need Assessment on Administration Building, Moulton Niguel, CA
- University of California, Irvine, Health – On-Call A/E Services
- Southern California Edison – On-Call A/E Services
- City of Long Beach – On-Call A/E Services
- Inland Empire Utilities Agency – On-Call A/E Services
- Water Replenishment District of Southern California – Administration Needs Assessment and Tenant Improvement, Long Beach, CA
- City of Long Beach – Municipal Urban Stormwater Treatment Facility
- Southern California Edison – GO-1 Tenant Improvement
- Mojave Water Agency – Need Assessment, Central Operation Facility, Apple Valley, CA
- Water Replenishment District of Southern California – Administration Needs Assessment and Tenant Improvement, Long Beach, CA
- Water Replenishment District of Southern California – Advanced Water Treatment Facility- GRIP Pico Rivera, CA
- Bellflower Somerset Mutual Water Company – Leahy Avenue Water Well Facility
- City of Anaheim – Linda Vista Reservoir and Pump Station
- City of Riverside – Pyrite Canyon Water Treatment Facility



Vic Nguyen, AIA, LEED® AP
Design Director/Project Manager

Role in the Project:

Mr. Nguyen is responsible for design presentation and quality control. With graphic, 3-D modeling and BIM expertise, he can assure quality project team coordination in every step of the design process. Moreover, he is in charge of project approvals at all stages from planning to building entitlement.

Experience:

Years of Experience: 21
 Years with GPA: 11

Registration:

Registered Architect, CA,
 C-30250
 LEED Accredited
 Professional

Education:

B. Arch. 2000
 Architecture,
 University of Arizona

Professional Affiliations:

American Institute of
 Architects
 National Council of
 Architecture Registration
 Board
 USGBC Orange County

- Dedicated to assigned project from initiation through completion.

Experience with the requirement and tasks:

Mr. Nguyen has over twenty years of experience, ranging from development of complex mixed use, civic, and transportation oriented projects, to highly detailed interiors of residential, retail, health care, and office environments. He has a wealth of experience working with cities and the community directly to attain consensus for a project design.

Relevant Experience:

- City of Oceanside –Pure Water Treatment Facility
- University of California, Irvine, Health – On-Call A/E Services
- Southern California Edison – On-Call A/E Services
- City of Long Beach – On-Call A/E Services
- Inland Empire Utilities Agency – On-Call A/E Services
- Water Replenishment District of Southern California – Administration Needs Assessment and Tenant Improvement, Long Beach, CA
- City of Long Beach – Municipal Urban Stormwater Treatment Facility
- Southern California Edison – GO-1 Tenant Improvement
- Mojave Water Agency – Need Assessment, New Headquarter Facility, and Central Operation Facility, Apple Valley, CA
- Southern California Edison – Voluntary Seismic and ADA Upgrades
- City of Oceanside – La Salina Pump Station
- Moulton Niguel Water District – Need Assessment on Administration Building, Moulton Niguel, CA
- Bellflower Somerset Mutual Water Company – Leahy Avenue Water Well Facility
- City of Anaheim – Linda Vista Reservoir and Pump Station
- City of Riverside – Pyrite Canyon Water Treatment Facility
- Imperial Irrigation District – Needs Assessment on Multiple Department



Cynthia Perez
Project Coordinator/Designer

Role in the Project:

Ms. Perez works closely with the Project Architect and Principal with the coordination of team members. She handles product research, color/material for furniture selection, and 3-D renderings. In addition, she is also involved in the coordinating production of construction documents, administration of the bidding process, and construction administration.

Experience:

Years of Experience: 12
 Years with GPa: 12

Education:

B. Arch., 2006,
 Architecture, University of
 California, Berkeley

Experience with the requirement and tasks:

Ms. Perez has experience working through all project stages process. Moreover, she worked on many types of project, such as municipal, administration office, pump station, maintenance facility, firing range, training facility and corporate yard.

Relevant Experience:

- Mojave Water Agency – Need Assessment, New Agency Headquarters Facility, and Central Operation Center
- Marine Corporation Community Services – Indoor Firing Range
- Yorba Linda Water District – New Administration Facility
- Moulton Niguel Water District – Need Assessment on Administration Building
- City of San Gabriel – Maintenance Facility Yard
- City of Riverside – Pyrite Canyon Water Treatment Facility
- City of Westminster – Corporate Yard, Maintenance Facilities, Police Department, and Boy and Girl Club
- City of Fullerton – Public Facility and CNG Station
- City of Stanton – Municipal Corporate Facility Yard
- City of Barstow – Needs Assessment & Conceptual Design for City Hall Campus
- Palmdale Water District – Master Plan & CMU Wall for District Headquarters Facility
- Water Replenishment District of Southern California – Administration Needs Assessment and Tenant Improvement, Long Beach, CA
- University of California, Irvine, Health – On-Call A/E Services
- University of California, Irvine, Health – Gottschalk Exterior Façade Renovation
- City of Burbank – Master Plan for Corporate Yard



Richard Suzuki, P.E., S.E.
Structural Engineer

Experience with the requirement and tasks:

Mr. Suzuki is experienced in all phases of structural engineering and design analysis for different types of structures including mixed-use multi story facility, retail buildings, tilt-up industrial buildings, restaurants, police and fire stations, steel office building and subterranean parking structures. He is involved with the project from the conceptual design all the way through construction by performing site visits during construction as well as the review of various structural submittals.

Experience:

Years of Experience: 22

Registration:

2006, Structural
 Engineering
 Certification, CA, S4971
 1992, Registered
 Professional Engineer, CA,
 CE-49775

Education:

B Sc. 1987, Civil
 Engineering, University of
 California, Irvine

Relevant Experience:

- Mojave Water Agency – New Agency Headquarters Facility–LEED Gold
- Palmdale Water District – Master Plan & CMU Wall for facility
- Water Replenishment District of Southern California – Administration Needs Assessment and Tenant Improvement
- South Coast Water District – Operations Center Facility
- Yorba Linda Water District - New Administration Facility
- Banning Police Department – Banning, CA
- University of California Irvine – Student Housing “Puerta del Sol” and “Camino del Sol” - LEED Gold
- University of La Verne – La Verne, CA
- Jurupa Community Services District – Tenant Improvement
- City of Stanton Maintenance Facility – Stanton, CA
- Town of Yucca Valley – Facilities Master Plan
- City of San Gabriel – Maintenance Facility
- City of Moreno Valley – Facilities Corporate Yard Needs Assessment and Concept Design
- City Maintenance Facility Yard – Santee, CA
- City of Paramount – Progress Park Multipurpose Facility
- City of Paramount – Tenant Improvement
- City of Santa Ana – Santa Ana, California (Multiple projects including Fire Station and Community Center Remodel)



Monita Verma, P.E., LEED AP
Principal Electrical Engineer

Role in the Project:

As the Principal Electrical Engineer, she is committed to managing electrical engineering and design portion of the projects with hands on design work, in-house quality control and coordination between various trades to ensure accuracy in the delivery of every project personally for every client. She is also the point of contact for clients for any electrical trade related questions and clarifications.

Experience:

Years of Experience: 10

Registration:

Professional Engineer, CA,
 E19876
 LEED Accredited
 Professional

Education:

M.E. Electrical
 Engineering, Gujarat
 University (India) 2004
 B.E. Electrical
 Engineering, Sardar Patel
 University (India) 2002
 P.E. Electrical Engineering,
 State of California 2011

Professional Affiliations:

IES (Illuminating
 Engineering society)
 BICSI (Building Industry
 Consulting Service
 International)

Experience with the requirement and tasks:

Monita has more than 10 years of experience of engineering and design of electrical systems for various commercial, healthcare, aviation and retail sectors. Monita Verma, a dedicated and passionate professional, is versatile in electrical design engineering, information technology, and construction administration. Her expertise lies in power system, lighting, low voltage and heavy distribution. Monita is also an exceptional project leader and very experienced with construction cost estimating, specification writing, submittal reviews, bidding and negotiation, and construction administration.

Relevant Experience:

- American Career College – The Arts Bldg (236 E 3rd St, Long Beach, CA): MEP design for remodel of 19,000 SF. Convert space into classrooms, dental lab and office space. Design also included compressed air and vacuum systems in addition to new HVAC and electrical for space.
- Haven Pointe – 9220 Haven Ave, Rancho Cucamonga, CA: MEP design for various tenants occupying total of 18,000 SF space. Individual TI design including HVAC, Plumbing and Electrical based on user needs.
- West Coast University OC Master Restack – 1477 S. Manchester Ave., Anaheim, CA 92802: 1st, 2nd & 3rd Floor TI-Approx. 19,000 SF space remodel for HVAC and Electrical. Designed remodel of existing VAV systems, new lighting and power for new classroom spaces.
- West Coast University; Texas, CA: TI of existing 13,000 SF space to accommodate classrooms, kitchen and classroom labs. HVAC and Electrical remodel design including kitchen grease exhaust for high rise and fan powered VAV boxes.
- Tower Watson: 13,000 SF TI of existing office space to accommodate new tenant. HVAC, power and lighting design for existing office space including high end lighting controls and VAV design.
- USPAR Industrial Plaza – Ontario: Office TI for 9,000 SF to convert warehouse space into office space. Complete MEP remodel of space to including new HVAC, Power, Lighting and Plumbing.

EXHIBIT C

CITY - SERVICES TO BE PROVIDED TO CONSULTANT

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

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$ 352,485.00.
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 Capital Projects staff at email address: techinfo-capproj@moval.org.
Questions regarding invoices can be directed to (951) 413-3130.
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.



Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

September 8, 2022

Mr. Viet Nguyen, AIA, LEED AP
Project Director
Gillis+Panichapan Architects
2900 Bristol Street, Suite G-205
Costa Mesa, CA 92626

Subject: **PROPOSAL TO PREPARE A GEOTECHNICAL INVESTIGATION REPORT
City of Moreno Valley Corporate Yard Office Building F, Project No. 803 0055**
25180 Santiago Drive
City of Moreno Valley, Riverside County, California
Converse Project No. 22-81-256-00 (01)

Dear Mr. Nguyen:

Converse Consultants (Converse) is pleased to submit this proposal outlining our scope of work and cost estimate to prepare a geotechnical investigation report to assist with the design of the proposed Corporate Yard Office Building F project located at the above referenced address. This proposal is based on the following.

- Review of the Request for Proposals, Professional Architectural and Engineering design Consultant Services for Corporate Yard Office building F, Project No. 803 0055, issued by the City of Moreno Valley, dated August 2022.

PROJECT DESCRIPTION

The project includes the design and construction of a new office building of approximately 6,000 square feet within the City of Moreno Valley (City's) Corporate Yard property. The proposed building is designed to meet the City's near-term needs as recommended by the Corporate Yard Space Needs Analysis approved by the City Council. The proposed building is a modified version of Building F as shown in the Conceptual Design Study and Phasing Plan of the Corporate Yard, which is to be on the west side of the existing Administration Building (Building A).

SCOPE OF SERVICES

Our scope of work will include the following tasks.

Task 1: Project Set-up

As part of the project set-up, our staff will conduct the following.

- Prepare and submit a "Geotechnical Exploration Plan" for your review and approval.
- Conduct a site reconnaissance and stake/mark the exploration locations so drill/CPT rig access to all the locations is available.
- Notify Underground Service Alert (USA) at least 48 hours prior to drilling to clear the boring locations of any conflict with existing underground utilities. **Since the site has active underground utilities, a representative from the City must clear the boring locations from conflict with existing underground utilities. Converse will not be responsible if any unmarked utility is damaged.**

- Engage a drilling rig to drill the borings.

Task 2: Subsurface Exploration

Our subsurface exploration will consist of drilling exploratory boring. The purpose of the borings will be to:

- Obtain subsurface information from the site.
- Collect undisturbed and bulk samples of the various soil types for laboratory testing.

We propose the following field exploration plan.

Location	Number of Borings/Depth
Proposed Building F	1/50', 1/20'
West of Proposed Building F (for Percolation Test)	1/10'
TOTAL	3/80'

If refusal is encountered at a shallower depth than planned, the borings will be terminated at that depth. The borings will be drilled with a truck mounted rig (CME 75 or equivalent) equipped with 8-inch diameter hollow stem augers for soils sampling. Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4-inch inside diameter and 3.0-inch outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight (“blows”) required for each six inches of penetration will be shown on the boring log. The soil will be retained in brass rings (2.4 inches in diameter and 1.0 inch in height) and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

Standard Penetration Test (SPT) will be conducted in the 50.0 feet deep borings starting at 20.0 feet below existing ground surface in accordance with ASTM D3550. Drive samples will be obtained using a 2.0-inch outside diameter and 1.375-inch inside diameter split-spoon sampler at each sampling interval, the drive samplers will be fitted onto a sampling rod, lowered to the bottom of the boring, and driven 18 inches or to refusal (50 blows per 6 inches) with a 140-pound free-falling hammer from a height of 30 inches using an energy-calibrated hammer delivery system.

The soils recovered from the SPT sampling will be stored in sealed plastic bags to preserve the natural moisture content. Groundwater levels, where encountered in the borings, will be recorded.

The borings will be backfilled with soil cuttings and compacted by pushing down with augers. As a result, the surface may settle over time. If construction is delayed, we recommend the owner monitor the boring site and backfill any settlement or depression that might occur or provide

protection around the area of the boring locations to prevent trip and fall injuries from occurring near the area of any potential settlement.

Task 3: Percolation Testing

As requested, we will perform one percolation testing in the drilled 10-foot boring. The test will be performed in accordance with the guidelines provided in the Riverside County – Low Impact Development BMP Design Handbook.

Task 4: Laboratory Testing

The laboratory testing program will depend upon the type of soils encountered during our substrate exploration and the quality of samples obtained. Laboratory tests will include, but may not be limited to, the following.

- In-place moisture and density.
- Collapse.
- Soils corrosivity.
- Expansion index.
- Sieve analysis.
- Laboratory maximum density.
- Consolidation.
- Direct shear.

Task 5: Engineering Analyses and Geotechnical Report Preparation

Data obtained from the exploratory borings and the laboratory testing program will be evaluated to prepare a report, which will include the following.

- Introduction.
- Site and project description.
- Discussion of the field procedures used in the investigation.
- A discussion of the materials encountered in the borings and their measured engineering properties.
- Logs of the exploratory borings summarizing the subsurface conditions encountered, results of laboratory testing, and a plan indicating the locations of the explorations and elevation.
- Depth to groundwater (if encountered) and its impact on the proposed development.
- A discussion of site-specific geologic hazards, including faulting and seismicity.
- Seismic parameters for structural design in accordance with the 2019 CBC Code.
- Discussion on the secondary effects of earthquakes.
- Discussion on the laboratory test results including soil corrosivity.
- Suitability of using on-site material for engineered fill including cut/fill recommendation.
- Remedial grading and earthwork recommendation.
- Excavatability of site soils.
- Soil allowable bearing capacity for shallow foundation design.
- Lateral earth pressures.
- Slab design and construction recommendations.
- Discussion on the percolation test results.



COST ESTIMATE

Our consulting services will be provided in accordance with our current *Schedule of Fees and General Conditions*, copies of which are attached and form a part of this proposal. Our cost breakdown is presented in the table below.

Task No. and Description	Cost
Task 1: Project Set-up	\$2,020.00
Task 2: Subsurface Exploration	\$1,120.00
Task 3: Percolation Testing	\$560.00
Task 4: Laboratory Testing	\$2,840.00
Task 5: Engineering Analyses & Geotechnical Report Preparation	\$8,240.00
Drill Rig Services (Prevailing Wage, 2R Quote #7786)	\$3,450.00
Total Cost	\$18,230.00

Our scopes of work and fee estimates are based on the following assumptions.

- A no-fee permit will be provided to us, if needed.
- Access to all field exploration locations will be available at no additional cost to us.
- Level D Protection will be required during drilling.
- All excess soil cuttings will be spread on site.
- Fieldwork will be done in one mobilization during normal weekday working hours.
- Traffic control will not be required during field exploration.
- A draft and final GIR will be submitted.
- We understand only the driller's work is subject to prevailing wage as defined in Labor Code Sections 1770-1780.

The cost estimates and scopes of services presented herein do not include testing services during construction. We will submit our invoices on a monthly basis in accordance with the attached *Schedule of Fees and General Conditions*.

PROPOSED SCHEDULE/DELIVERABLES

We will commence our scope of work within one week after notice to proceed, weather permitting and depending on drill rig availability. One day will be required to complete the field investigation.

One electronic PDF copy of the report will be prepared within 6 weeks after completion of fieldwork. The report will be signed and stamped by an engineering geologist and a geotechnical engineer.

CLOSURE

During the course of this work, we will carry insurance as required by the contract. Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

This proposal will expire 60 days from its issuance, if not accepted in that time. Our billing rates are reviewed at the beginning of each year and are subject to adjustment.

Please sign 2 copies of the Authorization and Agreement Block at the end of this proposal. Retain one copy of this proposal for your files and return one signed copy to this office to formally authorize our services.

Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated in the authorization. Subsequent additions or changes should be likewise mutually agreed upon and submitted in writing with appropriate authorization.

If you should have any questions, or if we can provide any additional assistance, please call the undersigned at 909-474-2847. We thank you for the opportunity to assist on this important project.

CONVERSE CONSULTANTS



Hashmi Quazi, PhD, PE, GE
Principal Engineer/Regional Manager

Encl: *Schedule of Fees and General Conditions*
Dist: 1/Addressee (e-mail)
HSQ/kvg





135 N. SAN GABRIEL BLVD. #102
SAN GABRIEL, CA 91775
TEL: (626) 570-1918
Email: John@Tritechengineer.com

Date: 09/07/2022

PROPOSAL FOR PROFESSIONAL SERVICES

CLIENT: Viet Nguyen, AIA, LEED AP
Design Director
Gillis + Panichapan Architects, Inc.
Office: 714.668.4260 Direct: 714-668-4263
Email: vnguyen@gparchitects.org

Re: Moreno Valley Corporate Yard @
25180 Santiago Drive., Moreno Valley, CA 92551
APN# 486-170-019, 033

SCOPE OF WORK:

1. 1. Topographic Survey using city's Bench Mark for the new proposed building area and the newly built Phase I building and parking areas, also including the areas for the storm water basins to the west and north of the Phase I building. Including 1' contour lines and spot elevations throughout the lot as well as street elevations along the street frontage, existing building footprints and finish floor elevations, existing parking and walkways around the existing building, existing landscaping and curbs within the parking lot...\$10,000.00
2. Preparation Final Grading and Drainage Plan in accordance with City's grading requirements for the County's review and approval including proposed and existing topography; finish surface, finish grade, flow lines, drainage devices, including grading and drainage for parking, coordinate with Architectural and Landscape design with grading and drainage design...\$10,000.00
3. Preparation of the Erosion Sediment Control Plan and confirm with NPDES standards and incorporate the appropriate Best Management Practices (BMP's)...\$1,000.00
4. Preparation of the Final Hydrology and Hydraulic calculation to study existing and proposed site hydrology and hydraulic calculations to design the size of all drainage devices...\$5,000.00
5. Preparation of the Preliminary Water Quality Mitigation Plan(Pre-WQMP) specifying post-construction water quality Best Management Practices (BMPs). for storm water mitigation. This report is for the City Planning's review and approval...\$5,000.00

Not Including: Any Survey Monuments or Construction Staking; Structural Design or Calculations; Soils Report; Landscaping Design; any fee for city and county; any blueprint or copies; mailing or delivery.
Note: Client needs to provide Topographic Survey in Auto CAD format.

*All proposals are valid for three(3) month from the date of issuance.

*By signing this contract, client agrees to the attached Exhibit A conditions.

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.