

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Interwest Consulting Group, Inc.**, a Colorado corporation, hereinafter described as "Consultant." This Agreement is made and entered into as of this ____ day of _____, 2023 ("Effective Date").

RECITALS

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

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

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

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

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

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

DESCRIPTION OF PROJECT

1. The Project is described as [Senior Engineer Consultant Services](#).

SCOPE OF SERVICES

2. The Consultant's scope of service is described in 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 in 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 [TBD](#) in accordance with the payment terms provided in 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 in Exhibit A in accordance with the schedule as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through [June 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.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

(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,

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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.

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

(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.

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

(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 [Principal Engineer or his designated representative](#), red line comments and other deliverable items identified in the scope of work which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, red line comments, and letters, 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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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,

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

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. Civil Code Section 1542 Waiver. 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.

29. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

enrollment in CalPERS as an employee of the City, to the fullest extent of the law, CONSULTANT shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.

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

31. CalPERS Retiree Disclosure. CONSULTANT hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for CONSULTANT who are retirees under the California Public Employees’ Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by CONSULTANT to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree’s obligations under applicable law, rules or regulations.

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

This section shall survive termination or expiration of this Agreement.

SIGNATURE PAGE FOLLOWS

DRAFT

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

City of Moreno Valley

Interwest Consulting Group, Inc.

BY: _____
City Manager

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

EXHIBIT A

CITY – REQUESTED SCOPE OF SERVICES

DRAFT

City of Moreno Valley



Request for Proposal

2023-008

Professional Services for Senior Engineer Consultant
Services

April 3, 2023

Question Deadline:

April 17, 2023, 2:00 pm, PST

Proposal Due Date:

April 28, 2023, 2:00 pm, PST

Submit proposal online at:

<https://pbsystem.planetbids.com/portal/24660/bo/bo-detail/103656>

Proposal Contact:

Purchasingdivision@moval.org

Table of Contents

Schedule..... 1
Proposal Procedures, Content, and Format 1
Proposer Qualifications, Evaluation Criteria, and Award Process..... 4
Special Terms and Conditions7
Exhibit A: Scope of Services10
Exhibit B: Pricing.....11
Attachment A: Required Response Template.....12
Attachment B: Special Provisions.....16
Attachment C: Client References.....18
Attachment D: Non-Collusion Affidavit19
Attachment E: Sample Invoice.....20
Attachment F: Sample Template of Agreement for Professional Consultant Services.....21

Schedule

I. Tentative Schedule of Important Dates

This section provides a **tentative** schedule of the important milestone dates. Examine these dates carefully and plan accordingly. All times are 2:00 pm unless stated otherwise

DATE	EVENT	
1	April 3, 2023	Request for Proposals (RFP) issue date
2	April 17, 2023	Question deadline
3	April 21, 2023	Final addendum issued (if necessary)
4	April 28, 2023	Proposal due date
5	May 5, 2023	Evaluation of proposals completed
6	May 12, 2023	Selection of Consultant(s) & contract preparation
7	June 6, 2023	Contract Award (estimated)
8	July 1, 2023	Start of Service (estimated)

Proposal Procedures, Content, and Format

I. General

- A. **Proposal Format:** A proposer must follow the instructions for preparing the proposal in the prescribed format. Section tabs must be utilized in the proposal following the same order of the RFP.
- B. **General Terms and Conditions:** Except as otherwise indicated herein, City's General Terms and Conditions govern rules and definitions of this RFP.
- C. **Right to Reject Proposals:** City reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items.
- D. **Execution of Agreement:** If a Proposer is not able to execute an agreement within 10 days after being notified of selection, City reserves the right to select the next most qualified proposer or call for new proposals, whichever City deems most appropriate. (Sample template of agreement is attached).
- E. **Incorporation of RFP/Proposal:** This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful proposal will become binding contractual obligations and will be incorporated by reference in any agreement between City and Proposer.
- F. **Authorized Signatories:** Company personnel signing the cover letter of the proposal or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.
- G. **Validity of Proposals:** Proposed services and related pricing contained in the proposal must be valid for a period of 180 days after the due date.

II. Proposal Content and Format

Include the following sections containing the information requested below in your proposal. To enable ease of evaluation, please follow the sequence shown and upload the required documents into the vendor portal in the appropriate sections.

A. Section 1: Executive Summary

1. Provide a cover letter of your company's information including:
 - a) Company's full legal name, address, phone, fax, email, website;
 - b) Prior company names (if any);
 - c) Organizational structure (corp., LLC, etc.);
 - d) Names and titles of the principal owner(s);
 - e) Person(s) authorized to make commitments for your company;
 - f) Company history, experience (brief), and years in business;
 - g) Current number of employees, key personnel;
2. Note any exceptions to any part of City's scope, specifications, terms or conditions in this letter and explain the reason.
3. Limit this section to a maximum of one page.

B. Section 2: Supplemental Company Information (Optional)

1. Provide any supplemental information not specifically requested by City that you would like City to consider in evaluating your proposal.
2. Ensure information is relevant to City's current or potential future needs.
3. Limit this section to a maximum of one page.

C. Section 3: Professional Team Assignments

1. Note any key personnel who are expected to remain in service until completion of the project.
2. Provide detail regarding the team to be assigned for these services.
3. Provide resumes of all team members.
4. Provide an organizational chart of all team members, titles, and a very brief description of their relevant responsibilities.
5. Limit this section to a maximum of ten pages plus resumes and org chart.

D. Section 4: Proposal Costs (Will not be viewed until after consultant ranking is made and top-ranked consultant is identified)

1. Submit all pricing on *Exhibit B using the form provided.
2. Provide pricing for each of the required line items.
3. Provide pricing for optional proposer recommendations.
4. See payment terms in Exhibit B for additional details.

* These forms are provided by City in the submittal forms section.

Please ensure the cost proposal is submitted separately.

E. Section 5: Response Template

1. Complete City-provided Response Template with your answers to City's questions. Provide thorough responses with sufficient detail to enable City to evaluate your understanding of City's requirements, the suitability of your services and/or product(s) to meet City's requirements, the strength of your work plan, previous experience, and available resources.
2. Note these responses carry significant weight in City's evaluation of your proposal to provide and implement requested services.
3. Limit this section to a maximum of ten pages.

F. Section 6: Required Statements, Forms, and Samples

1. Statements (per Special Terms and Conditions, section II., page 7)
2. Special Provisions Form
3. Client Reference List*
4. Non-Collusion Affidavit*

* Note these forms are provided by City in the submittal forms section.

G. Section 7: Work Samples

1. Samples of work, queries, reports, and forms**
2. Limit this section to a maximum of ten pages.

** Note that these documents will not be returned to proposer.

H. Inadequate Content

1. Note that a proposal is non-responsive if the proposal does not contain all proposal requirements, is not complete, is not received at the right location, and is not received by the proposal deadline, has exceptional or excessive exceptions City may, at its sole discretion, waive minor non-material irregularities and informalities.
2. Do not submit extraneous marketing or promotional information.

I. Proposal Format

1. Electronic only: searchable document
2. White paper, 8-1/2 x 11, page numbered
3. Typed, black print, approximately 11-12 point font
4. Free from excessive graphics or excessive photos

Proposer Qualifications, Evaluation Criteria, and Award Process

I. Proposer Qualifications

The intent of this RFP is to evaluate the proposals and ultimately select a Proposer that is determined to be the most qualified consultant to provide professional services for City.

The overall capabilities of consultant's organization should be discussed in this section. Include a brief summary of the firm's history, its recent related experience, top-level management, and ability of persons assigned to perform the work. Clearly state the relevant project experience of the personnel specifically proposed for the roles listed below. Specify possession of appropriate licenses and certificates.

A. Minimum Qualifications:

Knowledge of:

1. Theories, principles and practices of civil engineering design and construction.
2. Principles and modern techniques of and commonly used materials and equipment used in design, construction and maintenance of various engineering projects.
3. Federal, state and local laws, regulations, and court decisions applicable to private development.
4. Information technology and computer capabilities applicable to land development.
5. Principles and practices of sound business communication.
6. Electronic plan check.

Ability to:

1. Prepare, direct preparation of and review complex engineering designs, plans, specifications, and legal contracts.
2. Perform difficult technical research and analyze complex engineering and mathematical problems, evaluating alternatives and recommending or adopting effective courses of action.
3. Plan, organize, manage and integrate engineering design and construction activities.
4. Design issues, analyze problems, evaluate alternatives, and develop sound, independent conclusions and recommendations.
5. Understand, interpret, explain, and apply federal, state and local policy, law, regulations, and court decisions applicable to land development.
6. Operate a personal computer using standard or customized software applications appropriate to assigned tasks.
7. Supervise and evaluate the work of professional consultants and construction contractors.

8. Exercise sound independent judgment within general policy guidelines.
9. Prepare clear, concise, and comprehensive correspondence, reports and other written materials.
10. Organize, set priorities, and exercise sound independent judgement within areas of responsibility.
11. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
12. Establish and maintain effective working relationships with City management, staff, contractors, consultants, representatives of other governmental and utility agencies, business and community groups, citizens, the public and others encountered in the course of work.

Education, Training and Experience:

A bachelor's degree in civil, electrical, mechanical, or structural engineering or a related engineering discipline. A minimum of six years of progressively responsible civil, electrical, mechanical, or structural engineering experience.

Licenses; Certificates; Special Requirements:

- A current and valid registration as a Professional Civil Engineer with the California State Licensing Board.
- A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

II. Evaluation Criteria

A. Minimum qualifications, Competitive Range, and Award Consideration

The minimum qualifications, competitive range, and award consideration based upon the following criteria

1. City will review the Proposers Qualifications to determine if the Proposer meets or betters the minimum requirements as detailed above.
2. Only Proposers that meet or better the minimum requirements will have their Proposals reviewed for consideration.
3. Only the best-qualified Proposer will be considered for final negotiations of scope of services, contract, award recommendation, and fee/price.

B. Evaluation Criteria

Award of the Contract shall be made to the most qualified Proposer that best meets City's specifications and needs. Submitted proposals will be evaluated on the following criteria:

- (40 points)— - Experience of Key Personnel. Background on key personnel (including all subconsultants) qualifications, abilities, familiarity with State and federal procedures and regulations; local experience on comparable projects and length of service with the firm; and reference information, preferably with municipal agencies.
- (20 points) – The Firm's General Experience and Qualification. Information about the

company (and all subconsultants) including professional licenses and certificates held; ability to furnish required insurance and meet stipulations of City's boiler plate agreement; details about comparable projects/services completed by the firm, as well as local experience; and its ability to provide the required services.

- (10 points) – References
- (20 points) - Project Approach/Understanding. Discussion of major issues identified on the project and how consultant team plans to address them; availability of key staff and commitment during contract; the management approach and organization necessary to perform the services; and outline quality control measures.
- (10 points) - Completeness, thoroughness, and neatness of submittal

C. Fee/Price Evaluation

1. Proposed fee is not to be viewed until after consultant ranking is made and top-ranked consultant is identified.
2. Reasonableness of any Best and Final Offer (BAFO) requests.
3. Reasonableness of fee requested to do the work, as originally proposed.
4. Final negotiations.

III. Award

- A. After conclusion of the above Evaluations, as noted in the tentative schedule, interviews may be held, at the City's discretion. A Notification of Intent to Award may then be sent to the Proposer selected.
- B. Award is contingent upon the successful negotiation, at a fair and reasonable price, of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations for a fair and reasonable price cannot be concluded successfully, City may negotiate a contract with the next best qualified Proposer or withdraw the RFP. In the event City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.
- C. City operates on a fiscal year basis, running July 1st through June 30th. The initial Contract shall be in effect on the date of executed signatures (but no earlier than July 1, 2023) through June 30, 2024. The agreement may be renewed at the expiration of its term, by agreement of both parties, in one-year increments, up to four additional terms, at the end of each subsequent fiscal year. Renewal of the Agreement shall be accomplished through an amendment to agreement signed by both parties.
- D. Prices are firm fixed prices during each contract period.
- E. Prices shall be negotiated for each mutually exercised optional renewal period.

Special Terms and Conditions

I. Audit Requirements

- A. City reserves the right to periodically inspect and audit Provider's accounting procedures and supporting documentation in conjunction with the performance of the required services.
- B. City will notify Provider in writing of any such requested audit.
- C. City will inspect and audit in a reasonable manner and at City's expense.
- D. Provider must fully cooperate with any such audit(s).
- E. City will notify Provider in writing of any exception taken as a result of an audit.
- F. If an audit, in accordance with this article, discloses overcharges (of any nature) by Provider to City of the value of that portion of the Agreement that was audited, the actual cost of City's audit must be reimbursed to City by the Provider.

II. Statements

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 Project Related Services for this project when said Agreement is fully executed by the Consultant and the City of Moreno Valley.
3. A statement that the Consultant's Services to be provided, and fees, therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (if needed) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
6. A statement that the Consultant acknowledges to provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the 'Not-to-Exceed' fee as part of the Cost Proposal and no additional compensation will be allowed therefor.

7. A statement that the Consultant acknowledges and understands that the Consultant will provide a qualified senior engineer in the event of the primary senior engineer is not able to perform the requested services.
8. 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.
9. 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.
10. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.

III. Termination

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

IV. Independent Contractor Status

By submitting a proposal to this RFP, you thereby represent, warrant, covenant and agree, that in the event City elects to enter into a contract for services outlined herein, as of the effective date of the agreement and throughout the term of the agreement, you shall be deemed an independent contractor and not an employee of the City under applicable law, which may include but not be limited to, California Labor Code Sections 2775 et seq. Failure to comply with this requirement, as may be determined by the City, in consultation with the City Attorney, in City's sole and absolute reasonable discretion, shall result in the proposal being rejected as non-responsive. As set forth in more detail herein, successful proposers shall enter into an Agreement with the City governing the services, which shall include express language effectuating the same

V. Civil Code Section 1542 Waiver

Contractor 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. Contractor 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.

VI. Public Employees Retirement Law (CalPERS)

- A. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, CONTRACTOR shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- B. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of CONTRACTOR as an independent contractor of City and agents and employees of CONTRACTOR, and not as agents or employees of City. CONTRACTOR and City acknowledge and agree that City participates in a defined benefit plan (“CalPERS”), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.

- C. CalPERS Retiree Disclosure. CONTRACTOR hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for CONTRACTOR who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by CONTRACTOR to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.
- D. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, CONTRACTOR shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either CONTRACTOR or City files an appeal or court challenge, CONTRACTOR and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

Continued on Next Page

Exhibit A: Scope of Services

I. General

Under general direction, the successful firm shall provide Senior Engineer Consultant Services, who manages, oversees, evaluates, monitors, and participates in the conduct of multiple complex land development projects and performs related duties as assigned.

Consultant shall dedicate and provide name and qualifications of one or more dedicated employees to serve as Senior Engineer. City anticipates a commitment of approximately 40 hours/week, although time may be more or less, depending on the City's needs. The duration of work shall be on an as-needed basis. Tasks and duties include, but are not limited to, the following:

II. Specific

1. Manages, oversees, evaluates and monitors assigned land development projects; participates in plan check processes; reviews and checks various plans, legal documents and studies to ensure compliance with City standards; attends pre-construction meetings with developers, contractors and engineers and resolves construction-related problems; represents the division on Project Review Staff Committees and coordinates development projects with City staff and other agencies to provide feedback to developers; meets with developers to discuss land development projects; reviews development projects and prepares, modifies, clarifies and updates written comments and conditions of approval; represents the division at Planning Commission meetings and answers questions regarding development projects; interprets conditions of approval for the public; recommends approval for building permits and certificates of occupancy; reviews developer supporting documentation and calculates development impact fee credits, refunds or reimbursements.
2. Reviews plans, specifications, submittals, estimates, designs, drawings, and schedules of values for completeness, accuracy, scope of work, constructability, and compliance with federal, state, and local requirements; provides recommendations for acceptable alternative solutions to design errors and other issues; monitors work for conformance with plans and conditions of approval; assesses, identifies, and facilitates complete resolution of non-compliance issues.
3. Coordinates project activities with other City departments, divisions, and external agencies.
4. Inspects project sites to ensure compliance with project conditions of approval and City policies and resolve issues.
5. Prepares and updates a variety of complex and technical engineering project documentation, project plans and conditions of approval.
6. Analyzes and responds to requests for information and complaints from other public and governmental agencies, community and business groups, citizens, the media, and the public.

End of Scope of Services

Exhibit B: Pricing

(Please leave Exhibit B blank in Proposal submission and submit completed Exhibit B separately in Cost Proposal submission)

I. Hourly Rates***

A. Include titles and rates for all staff that could provide services under the contract.

#	Title	Rate
1	Senior Engineer, P.E.	\$
2		\$
3		\$
4		\$
5		\$
6		\$

*** Attach additional sheets as necessary.

II. Pricing Terms and Conditions

- A. **Invoice:** See Attachment E for the Sample Invoice. Invoice format must first be approved by City prior to the first invoice submittal. Invoices must be submitted on a monthly basis if services were performed during that period.
- B. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- C. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit B: Pricing.
- D. **Fixed Prices:** prices are fixed for each year of the agreement.
- E. **Proposal Pricing:** The awarded Provider’s Exhibit B: Pricing, as accepted by City, will be incorporated into the resultant Agreement.

Attachment A: Required Response Template

(Bidder's Company Name)

Instructions:

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

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

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.
[]
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.
[]
- C. Organizational structure (i.e., corp., LLC, sole proprietorship, etc.).
[]
- D. Names and titles of the principal owner(s).
[]
- E. Person(s) authorized to make commitments for your company.
[]
- F. Company history, experience, years in business for current company name.
[]
- G. Annual company revenues for the last three fiscal years.
[]
- H. Tax ID number.
[]
- I. The complete scope of services offered by your company.
[]
- J. The number of clients (including governmental) served in past and present.
[]
- K. Special qualifications, training, credentials, recognition, or awards.
[]
- L. Contracts terminated for cause, pending litigation or legal issues.
[]

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

- A. Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.

[]

- B. Team to be assigned for these services.

[]

- C. Qualifications of specific individuals who will work on the project.

[]

- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.

[]

- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.

[]

- F. Current number of employees: full-time and part-time employees.

[]

- G. Annual turnover rate of staff.

[]

Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.

[]

- H. Facilities that would be utilized to perform the required work.

[]

- I. Equipment that would be utilized to perform the required work.

[]

III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.

[]

- B. Reasonableness of your fee to do the work.

[]

- C. Current resources to meet or better all task and timeline requirements herein.

[]

D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.

[]

E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?

[]

F. How quickly can you begin providing services if awarded the contract?

[]

G. Details of any improvement or upgrades your firm has designed or implemented.

[]

IV. Demonstrated and Technical Experience

Please describe your company's:

A. Demonstrated record of success on work previously performed.

[]

B. Specific method and techniques to be employed on the project or problem.

[]

V. Work Plan:

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

A. How you will schedule professional and staff to ensure milestones and deadlines are met?

[]

B. Provide required response time to the urgent service requests.

[]

C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.

[]

D. Provide any other relevant information that you believe would benefit City for the requested services.

[]

Submitted by:

Company Name []

Contact Name []

Title []

Signature []

RFP # 2023-008 Professional Services for Senior Engineer Consultant Services April 2023

Email	
Phone	
Date	

Attachment B: Special Provisions

All items below apply to this bid proposal:

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

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

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

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

Certified to above - FIRM:

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

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

- _____ No exceptions taken
- _____ Exception taken to the scope of work or specifications
- _____ Exception taken to indemnification and insurance requirements
- _____ Exception to proposed contract language
- _____ Other

Please explain any of the checked items:

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

PROPOSING FIRM: _____ DATE: _____

BUSINESS ADDRESS: _____

SIGNATURE OF REPRESENTATIVE: _____

BY: _____ TITLE: _____

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

_____	_____
_____	_____
_____	_____
_____	_____

(CONTINUED ON NEXT PAGE)

Attachment C: Client References

(Bidder's Company Name)

1. Client's Company Name:	[] []
Client Address:	[] []
Contact's Name:	[] []
Contact's Title:	[] []
Contact's Telephone & FAX:	[] []
Contact's Email:	[] []
Scope of Services/Products Provided:	[] []
Project Completion Date & Value:	[] []
2. Client's Company Name:	[] []
Client Address:	[] []
Contact's Name:	[] []
Contact's Title:	[] []
Contact's Telephone & FAX:	[] []
Contact's Email:	[] []
Scope of Services/Products Provided:	[] []
Project Completion Date & Value:	[] []
3. Client's Company Name:	[] []
Client Address:	[] []
Contact's Name:	[] []
Contact's Title:	[] []
Contact's Telephone & FAX:	[] []
Contact's Email:	[] []
Scope of Services/Products Provided:	[] []
Project Completion Date & Value:	[] []
4. Client's Company Name:	[] []
Client Address:	[] []
Contact's Name:	[] []
Contact's Title:	[] []
Contact's Telephone & FAX:	[] []
Contact's Email:	[] []
Scope of Services/Products Provided:	[] []
Project Completion Date & Value:	[] []

Duplicate this form as necessary to complete list.

Attachment D: Non-Collusion Affidavit

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

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

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

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

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

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

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

By: _____
(signature)

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

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

Notary is required for this bid.

Attachment E: Sample Invoice

<i>Consultant Name/Address/Phone</i>																			
City of Moreno Valley Accounts Payable P.O. Box 88005 Moreno Valley, CA 92552	Date: 8/15/23 Invoice No.: 12345																		
Public Works Department/Land Development Division – Senior Engineer Consultant Services																			
Purchase Order No.: _____																			
Billing Period: <u>July 1, 2023 through July 31, 2023</u>																			
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black; padding: 5px;">Description of Service Performed/Personnel*</th> <th style="text-align: center; border-bottom: 1px solid black; padding: 5px;">Hours</th> <th style="text-align: center; border-bottom: 1px solid black; padding: 5px;">Rate</th> <th style="text-align: center; border-bottom: 1px solid black; padding: 5px;">Amount</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"> Senior Engineer John Smith </td> <td style="text-align: center; padding: 5px;">40.0</td> <td style="text-align: center; padding: 5px;">\$125.00</td> <td style="text-align: center; padding: 5px;">\$5,000.00</td> </tr> <tr> <td colspan="3" style="padding: 10px 0 10px 20px;">Total Invoice</td> <td style="text-align: right; padding: 10px 0 10px 20px;">\$5,000.00</td> </tr> </tbody> </table>				Description of Service Performed/Personnel*	Hours	Rate	Amount	Senior Engineer John Smith	40.0	\$125.00	\$5,000.00	Total Invoice			\$5,000.00				
Description of Service Performed/Personnel*	Hours	Rate	Amount																
Senior Engineer John Smith	40.0	\$125.00	\$5,000.00																
Total Invoice			\$5,000.00																
<i>*See attached page with detail of specific dates/hours/work performed.</i>																			
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; padding: 5px;">Billings to date:</th> <th style="text-align: center; border-bottom: 1px solid black; padding: 5px;">Current</th> <th style="text-align: center; border-bottom: 1px solid black; padding: 5px;">Prior</th> <th style="text-align: center; border-bottom: 1px solid black; padding: 5px;">Total</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Total Billings</td> <td style="text-align: center; padding: 5px;">\$5,000.00</td> <td style="text-align: center; padding: 5px;">\$0.00</td> <td style="text-align: center; padding: 5px;">\$ 5,000.00</td> </tr> <tr> <td style="padding: 5px;">Budget</td> <td></td> <td></td> <td style="text-align: center; padding: 5px;">\$ 50,000.00</td> </tr> <tr> <td style="padding: 5px;">Remaining</td> <td></td> <td></td> <td style="text-align: center; padding: 5px;">\$ 45,000.00</td> </tr> </tbody> </table>				Billings to date:	Current	Prior	Total	Total Billings	\$5,000.00	\$0.00	\$ 5,000.00	Budget			\$ 50,000.00	Remaining			\$ 45,000.00
Billings to date:	Current	Prior	Total																
Total Billings	\$5,000.00	\$0.00	\$ 5,000.00																
Budget			\$ 50,000.00																
Remaining			\$ 45,000.00																

Attachment F: Sample Template of Agreement for Professional Consultant Services

(See PlanetBids Documents & Attachment Tab)

EXHIBIT B

CONSULTANT'S PROPOSAL

DRAFT



CITY OF MORENO VALLEY

QUALIFICATIONS FOR #2023-008

Professional Services for Senior Engineer
Consultant Services



April 28, 2023 | 2:00 PM

PROPOSAL MAIN CONTACT:
SHELBY SIERACKI
Account Manager
626.224.2055
ssieracki@interwestgrp.com

www.interwestgrp.com



CONTENTS

SECTION | 1

Executive Summary 1

SECTION | 2

Supplemental Company Information 2

SECTION | 3

Professional Team Assignments 4

SECTION | 4

Proposal Costs 14

SECTION | 5

Response Template 16

SECTION | 6

Required Statements, Forms, and Samples 28

SECTION | 7

Work Samples 36

Executive Summary

1





Section 1 | Executive Summary

April 28, 2023

Re: Proposal for Professional Services for Senior Engineer Consultant Services

Dear Evaluation Committee,

Interwest Consulting Group, Inc. (Interwest) understands that the City of Moreno Valley is seeking a proposal to provide professional services for senior engineer consultant services. With a deep bench of more than 400 professionals dedicated to providing exceptional client service, our team of well qualified staff brings the following advantages to the City of Moreno Valley.

Our team is intimately familiar with the City of Moreno Valley, its departments, City staff and its community as we have provided services to the City since 2016, including Engineering Plan Check, Construction Management, and Inspection Services for Land Development; we hope to continue this working partnership with the City and its community.

We hope the qualifications demonstrated in this proposal will encourage the City to continue to work with Interwest's exceptionally talented and experienced consultant staff. Our references will testify that Interwest will provide high quality services, on time and on budget. We appreciate the opportunity to present our proposal to the City and look forward to serving your community.

Since our founding in 2002, Interwest has provided expert municipal services to over 200 cities across California. We are currently serving the City of Moreno Valley as well as the cities of Cathedral City, Rancho Mirage, Eastvale, Perris, Fontana, Wildomar, Fountain Valley, Irvine, Costa Mesa, Oceanside, San Juan Capistrano, and Counties of Orange, and Riverside. We are uniquely qualified to perform professional engineering services as evidenced by our proven track record and testimony of our past and current clients. We pride ourselves in building long, sustaining relationships in the Cities we work with—providing solutions that will strengthen your community. We believe that the extensive knowledge and experience held by our proposed team qualifies us to be the best to perform the services requested by the agency. We currently staff over 440 employees.

Shelby Sieracki will act as the Account Manager for the County. Shelby will be responsible for ensuring increasing levels of client satisfaction throughout the life of the contract by performing periodic Client Health Checks, a service uniquely provided by Interwest. Joe Indrawan, PE will serve as the Project Manager and as the City's Liaison for this contract.

Please see Section 6 for our requested exceptions.

As President of Interwest Consulting Group, I am authorized to sign any agreements that may result from this proposal and will provide contract support to the proposed Interwest team. Should any questions arise, I can be contacted at 619.372.9962 or via email at pmeschino@interwestgrp.com.

Sincerely,

Paul Meschino
President

www.interwestgrp.com

Building Department Services

Planning and Urban Design

City Engineering

Real Estate

Construction Management

Traffic Engineering and Transportation Planning

Capital Project Delivery

Private Development Services

9300 W. Stockton Blvd
Suite 105
Elk Grove, CA 95758

Tel: 916.683.3340

PROPOSAL MAIN POINTS OF CONTACT:

PROJECT MANAGER
Joe Indrawan, PE
Project Manager
909.618.7384
jindrawan@interwestgrp.com

ACCOUNT MANAGER
Shelby Sieracki
Account Manager
626.224.2055
ssieracki@interwestgrp.com

Supplemental Company Information

2



Section 2 | Supplemental Company Information

The seamless integration of municipal service professionals in support of public agencies has been our purpose since Interwest Consulting Group (Interwest) formed in 2002. Interwest was founded by individuals with a passion for serving municipalities. We currently employ nearly 450 employees spanning a multitude of disciplines within public works and building safety departments throughout California. **Interwest as a company completes more than 700 plan reviews per week in our various disciplines of review, all while firmly adhering to our agreed turnaround times.**

Our services are specifically tailored to fit the needs of our clients. Interwest is the staple for municipal services and we can provide the full-time dedicated Engineering Services staff the City is seeking as well as provide any other professional engineering services requested by the City of Moreno Valley, including We are prepared to begin providing services beginning in July 2022. Should the City need additional assistance, Interwest also provides the following services to its municipal partners:

- Planning & Urban Design
- Municipal Engineering
- Traffic Engineering
- Building Department Services
- Construction Management & Inspection
- Real Estate & Right of Way Acquisition

Interwest Consulting Group is a highly stable consulting firm that has been in business since 2002. We have an excellent credit rating and solid banking relationships. In addition, we are part of a select group of consulting firms nationally who belong to the Design Professionals Risk Control Group (DPRCG), an insurance group accepting only companies with excellent risk management history. We carry very low debt and have no professional liability claims against the company.

The Interwest Advantage

We have extensive experience providing the requested services to other local municipalities within the same region and beyond.



Small Firm Focus, Large Firm Resources: Our primary focus is providing turnkey staff augmentation services to California municipal clients. Unlike many of our competitors – either too small to provide a full range of dedicated services, or too large and dispersed to provide a local focus – Interwest is a full-service organization with the resources to provide any and all of the expertise required and the ability to scale our services to the City’s changing needs.



A Wealth of Relevant Municipal Experience: Our staff has served as municipal employees, often in management roles, so we understand how the system works from the inside out. For the same reason, our staff understands how to manage projects while representing the City’s goals responsibly and respecting budgetary and time limitations.



By design, our staff is comprised of professionals with extensive experience working directly for public agencies. Our staff will ensure conformance with Federal, State and City statutes, regulations, ordinances, guidelines, applicable standards, specifications, plans, laws, and accepted standard construction practices.

Professional Team Assignments

3



Section 3 | Professional Team Assignments

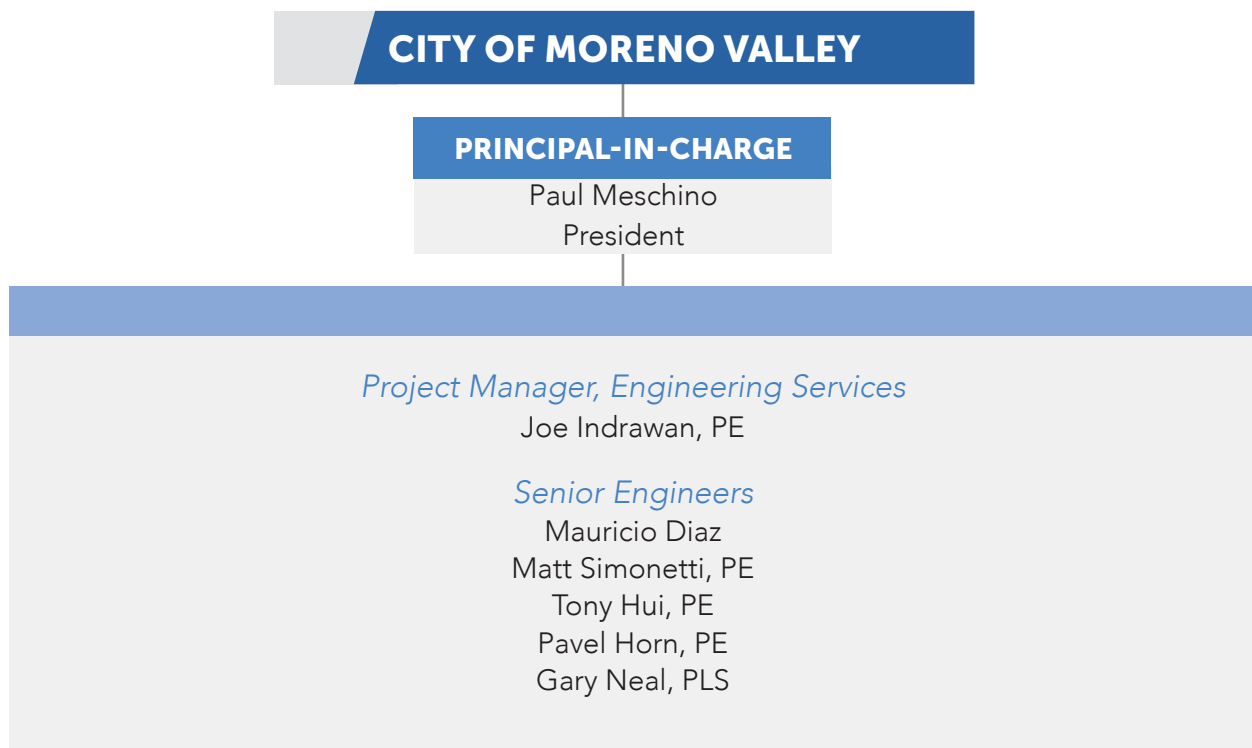
Our staff is intimately aware of the challenges facing jurisdictions today, and we are dedicated to providing the highest quality municipal service. The familiarity and knowledge gained by working side-by-side with local agency staff, in developing collaborative relationships with community and business stakeholders, and by partnering effectively with state and federal regulatory agencies, results in successfully completed projects and services, and thoroughly satisfied clients. Below is the project team we propose to serve the City of Moreno Valley. We have provided brief introductions for each proposed staff member. Complete résumés including education and training follow.

Interwest has sufficient staff to support the projects under this contract. In keeping with our reputation of being promptly responsive, we ensure that availability of our staff never goes below 40 percent for our senior staff and 30 percent for our technical support staff, amending our staffing needs as necessary. This is a strategy that we maintain to allow us to meet the impromptu and unexpected demands of all of our clients without sacrificing the needs of others. Interwest guarantees that we will have the necessary staff to meet all the needs and will always be 100% available to the City.

Interwest has an excellent Talent Acquisition Team who are constantly seeking qualified applicants to satisfy the continual growth we are experiencing. We provide an on-line academy to further strengthen the knowledge base of our new hires with regard to local code, regulations, and other industry-related information. Additionally, we've implemented an in-house peer mentoring program to further assist our new staff in understanding the nuances of working as augmented staff for multiple municipalities; having diverse needs, changing environments, philosophies, and political climates.

Organizational Chart

The organizational chart provided below highlights our project team, their areas of expertise, and the organization of our project team. Résumés and bios of our project staff are included on the pages that follow.



PAUL MESCHINO // PRINCIPAL IN CHARGE



Years Experience: 30+

Education/Licenses: BS, Civil Engineering, Syracuse, NY; MBA, Finance (With distinction), DePaul University, Chicago, IL; Past registered Professional Engineer (PE), PA, OH, CT

Paul brings over 30 years of experience in water, wastewater, infrastructure, and construction to his role as President. With hands-on and leadership experience in both the public and private sectors, Paul is a successful leader of our diverse California team. Known as a results-oriented, collaborative leader, Paul is focused on bringing innovative technologies, practices and business solutions to his team and clients.

JOE INDRAWAN, PE // PROJECT MANAGER, ENGINEERING SERVICES



Years Experience: 35

Education/Licenses: MS, Civil Engineering, Rice University; BS, Civil Engineering, University of Indonesia; CA Registered Professional Civil Engineer (44779)

Joe has more than 35 years of civil engineering experience, including 30 years of service with municipal agencies. His diverse experience allows him to bring a clear understanding and considerable depth to any project, contributing to the successful delivery of all projects. Joe possesses excellent communication skills, providing high level customer service in a professional manner at all times. Joe is a strategic thinker and an innovative problem-solver, making him a strong asset to all projects.

MAURICIO DIAZ, PE // SENIOR ENGINEER



Years Experience: 35

Education/Licenses: Bachelor of Science, Civil Engineering, CSU Long Beach; Associate of Science, Building Technology, Bosco Tech; California Registered Civil Engineer – C45635

Mauricio has 35 years of municipal engineering experience, management experience, and has supervised five direct reports at different times.

MATT SIMONETTI, PE // SENIOR ENGINEER



Years Experience: 35

Education/Licenses: BS, Civil Engineering; CA Registered Professional Civil Engineer, 68340

Matt has more than 23 years of civil engineering experience. He currently provides engineering plan review services to our clients throughout Southern California. Matt has managed entitlements and final plan and map reviews for various land development projects for several cities, including most recently the City of Moreno Valley. Matt possesses excellent communication skills, always providing a high level of customer service in a professional manner. He has experience with both municipal and private clients. Matt is a strategic thinker and an innovative problem-solver, making him a strong asset to all projects.

TONY HUI, PE // SENIOR ENGINEER



Years Experience: 30

Education/Licenses: CA Registered Professional Civil Engineer, PE

Tony is a licensed Civil Engineer with over 30 years of experience. Tony provides services in design, construction, and maintenance. He has worked in various municipalities, starting from Assistant to Associate and Senior Civil Engineer. Tony's dedication to his work has provided him an exceptional amount of expertise in various levels of Local, State, and Federal engineering BMP's.

PAVEL HORN, PE // SENIOR ENGINEER



Years Experience: 40

Education/Licenses: BS, Civil Engineering, Israel Institute of Technology; CA Registered Professional Civil Engineer, 49199

Pavel is a registered Civil Engineer with over 40 years of civil engineering experience and has spent a vast amount of his career serving numerous jurisdictions throughout the Southern California region. His background has provided him with the knowledge of city engineering policies and procedures, which is a proven asset when providing technical assistance to engineers, architects, contractors, city personnel, and the public. Pavel has a strong work ethic, is detailed oriented, and enjoys both project teamwork and working independently. He is extremely skilled in all disciplines of civil engineering required for the successful completion of projects.

GARY NEAL, PLS // SENIOR ENGINEER



Years Experience: 40+

Education/Licenses: CA Professional Land Surveyor, No. 4619; AZ Professional Land Surveyor, No. 37016; NV Professional Land Surveyor, No. 12204

Gary brings 40 years of land surveying experience in the engineering field in both the public and private sectors. He has supervised, managed and directed the field and office survey department operations while providing field survey and map plan-checking services for a variety of clients. His extensive background and knowledge combined with his strong leadership, organization style, and effective communication skills results in thorough and complete map reviews.

35

Years of
Experience



Education/License

MS, Civil Engineering,
Rice University

BS, Civil Engineering,
University of Indonesia

Fundamentals of
Personnel Laws
for Managers and
Supervisors

Funding Public Works
Programs

Contract Administration
& Change Orders Core
Curriculum

CEQA/California Land-
Use & Planning Law

Advanced Subdivision
Map Act

CA Registered
Professional Civil
Engineer (44779)

Joe has more than 35 years of civil engineering experience, including 30 years of service with municipal agencies. His diverse experience allows him to bring a clear understanding and considerable depth to any project, contributing to the successful delivery of all projects. Joe possesses excellent communication skills, providing high level customer service in a professional manner at all times. Joe is a strategic thinker and an innovative problem-solver, making him a strong asset to all projects.

PROFESSIONAL HISTORY

Municipal Engineer / Interwest Consulting Group / 2012 - Present

City Engineer / City of Eastvale / 2012-2019 - Joe acted as a contract City Engineer for the City of Eastvale, managing day-to-day operation of Public Works/Engineering staff, Land Development and Capital projects teams, preparing and managing operational and capital projects budgets, and handling general public complaints related to right-of-way and traffic issues. He represented the department at City Council meetings, Planning and Public Safety Commissions meetings, as well as other agencies and/or utility meetings. He established quarterly utility coordination meetings to ensure utility projects were scheduled appropriately with City-owned projects. In addition, Joe established and implemented development plan review processes and procedures, including subdivision map review check list. During his tenure with the City of Eastvale, Joe was instrumental in the acquisition process of more than 4,000 streetlights from the SCE, and conversion of these lights to LED lights.

Civil Engineering Manager | Land Development | CIP / City of Chino / 2003 - 2012

Joe served as Acting City Engineer in City Engineer's absence. He managed Land Development, Capital Improvement, Transportation Planning, Permit, Development Review/Plan Check and Inspection Services and ensured that all functions complied with Federal, State and Municipal standards and regulations. Joe participated in the preparation and implementation of goals, objectives and operational and CIP budget of the Engineering Division. He prepared the Measure I project list; and oversaw the preparation of grant applications. Joe reviewed and approved public improvement plans and specifications, engineering calculations/studies, subdivision maps and survey documents. He participated in the development of General Plan Amendment and reviewed CEQA. He acted as a liaison with other cities, counties and agencies. Joe updated and oversaw the implementation of Development Impact Fees Programs, and prepared staff reports to the City Council and Planning Commission.

35

Years of Experience



Education/License

BS, Civil Engineering,
California State
University, Long Beach

Associate in Science,
Building Technology,
Bosco Tech

CA Registered Civil
Engineer (C45635)

Mauricio has 35 years of municipal engineering experience and management experience. HE has supervised five direct reports at different times for local and regional transportation engineering programs.

PROFESSIONAL HISTORY

Senior Engineer / Interwest Consulting Group / 2022 – Present

Mauricio is a Senior Engineer with Interwest’s Traffic and Transportation Engineering group. Recent projects include drafting an RFP to select an engineering firm to design the traffic signal at Baseline/Palmetto in Fontana, CA; re-drafting the traffic signal project specs to the 2021 Greenbook standards for the Citrus at Chase Project; and working on a Task Order Amendment and a Co-op Agreement for Rialto Fontana for the Baseline/Palmetto signal.

Principal Engineer / City of Ontario / 2005 - 2020

Mauricio supervises the traffic operations function and the front counter staff. He supervises and approves the work of two assigned Assistant Engineers and reviews and approves traffic control plans and permits. Mauricio reviews signing, striping and signal plans and reviews development applications for compliance with City Standards. He reviews specific plans, traffic impact analysis, and EIR documents.

Associate Engineer / City of Chino / 2001 - 2005

Mauricio represents the City at various levels pertaining to local and regional transportation issues. He chairs the City’s Traffic Advisory Committee and works closely with the police department and school district. Mauricio prepares the Transportation Division’s conditions of approval for the Development Review Committee and attends Planning Commission, neighborhood, and City Council meetings. He assesses the Division’s needs, develops a corresponding budget, and programs annual projects. Mauricio supervises and approves the work of assigned Engineering and consultant design staff.

Civil Engineer / County of Orange / 1987 – 2001

Mauricio prepares plans and specifications for the construction of county road projects. He conducts investigations that addresses requests for stop signs, traffic signals, speed limits, etc. The investigations requires verbal and written communication with the public.

23

Years of
Experience



Education/License

BS, Civil Engineering,
The Henry Samueli
School of Engineering

CA Registered
Professional Civil
Engineer (68340)

Matt has more than 23 years of civil engineering experience. He currently provides engineering plan review services to our clients throughout Southern California. Matt has managed entitlements and final plan and map reviews for various land development projects for several cities, including most recently the City of Moreno Valley. Matt possesses excellent communication skills, always providing a high level of customer service in a professional manner. He has experience with both municipal and private clients. Matt is a strategic thinker and an innovative problem-solver, making him a strong asset to all projects.

PROFESSIONAL HISTORY

SENIOR Engineer / Interwest Consulting Group / 2021 - Present

Matt is a CA Registered Professional Civil Engineer and serves as a Senior Engineer with Interwest Consulting Group and provides engineering services to our clients in California.

Interim Senior Civil Engineer / City of Moreno Valley / 2021 – 2021

Matt served as Interim Senior Civil Engineer for the City of Moreno Valley. Matt managed entitlements and final plan and map reviews for various land development projects for the City.

Senior Civil Engineer / City of Yorba Linda / 2013 – 2021

Matt served as Land Development and NPDES Division Manager for the City of Yorba Linda. He managed all entitlements and final plan/map reviews for various land development projects. Matt also served as the Engineering department representative at Planning Commission public hearings. He was responsible for preparing budgets, policies, and procedures.

Associate Civil Engineer / City of Menifee / 2009 – 2012

Matt managed entitlements and final plan/map reviews for land development projects for the City of Menifee. He reviewed site plans and tentative subdivision maps for regulatory compliance. Matt also provided project management, final plan/map reviews, encroachment permits, compliance investigations, and capital improvement projects. Matt was responsible for managing consultants, project construction, and inspections.

Project Manager / Hall & Foreman, Inc. / 2005 – 2009

Matt was responsible for Project Management of Team, Clients, Budgets, Schedule, and PS&E packages. He worked on both land development residential and commercial projects. Matt's responsibilities included Rough/Precise Grading, Street, Sewer, Water, Erosion and Sediment Control, Storm Drain, WQMP, SWPPP, Tentative Maps, Specifications, and Cost Estimates.

Design Engineer / RBF Consulting / 2001 – 2005

Matt worked on street improvement projects with extensive roadway design including horizontal and vertical alignments, curb return profiles, typical and design cross sections, and construction details. He was responsible for providing cost estimates and quantities, along with utility coordination and mapping.

20

Years of
Experience

Education/License

BS, California State
Polytechnic University,
Pomona, CA

CA Registered
Professional Civil
Engineer, PE

Tony is a licensed Civil Engineer with over 20 years of experience. Tony provides services in design, construction, and maintenance. He has worked in various municipalities, starting from Assistant to Associate and Senior Civil Engineer. Tony's dedication to his work has provided him an exceptional amount of expertise in various levels of Local, State, and Federal engineering BMP's.

PROFESSIONAL HISTORY

Senior Engineer / Interwest Consulting Group / 2021 – Present

Tony provides services in design, building, supervise, operate, construct and maintaining infrastructure projects and systems in the public and private sector.

Associate Civil Engineer / Department of Public Works, County of Los Angeles / 2017 - 2021

As an associate civil engineer Tony has performed reviews of grading and drainage plans for private developments, including commercial, industrial, multi-family, and single-family dwellings for the compliance of the Building and Grading Codes, Low Impact Development (LID), Fire Department, and Department of Regional Planning Ordinances.

Tony has also Reviewed grading plans for the implementation of the requirements of Regional Water Quality Control Board's on the NPDES requirements on the Construction General Permits (CGP) and County Municipal Separate Storm Sewer System (MS4) permits. He has performed field checks to ensure projects are compliance with Federal, State, City ordinances, and the International Building Code (IBC). Provided technical assistance at the public counter on complex projects and interpreted building/zoning codes and construction methods for architects, engineers, contractors, and homeowners.

Associate Civil Engineer / Department of Public Works, County of Los Angeles / 2016 - 2017

Duties included performing architectural and structural plan checks of commercial, industrial, multi-family and single-family dwellings including concrete, steel, masonry, and complex wood frame structures to compliance with the Los Angeles County/International Building Codes (IBC), Zoning Code, Fire Department requirements, State Regulations, County Health Department, and California OSHA requirements.

Associate Civil Engineer / Department of Public Works / County of Los Angeles / 2007-2016

Performed reviews of grading plans for the private developments and single lots for compliance with the Subdivision Map Act, Zoning Code, and Regional Planning Department's ordinances; Reviewed grading plans for the implementation for the requirements of the Water Quality Control Board (MS4), SUSMP requirements, BMPs, and the Drainage concepts. Verified legal descriptions, easement documents of the final maps, and cost estimates for the grading bonds; assisted private engineers, private developers in interpreted grading/zoning codes, construction methods, and preparing the covenants and agreements in associated with the grading operations. Reviewed and prepared comments to the CEQA documents and Environmental Impact Reports (EIR) of different types of projects for Department of Regional Planning.

40

Years of Experience



Education/License

BS, Civil Engineering,
Israel Institute of
Technology

CA Registered
Professional Civil
Engineer, 49199

Pavel is a registered Civil Engineer with over 40 years of civil engineering experience and has spent a vast amount of his career serving numerous jurisdictions throughout the Southern California region. His background has provided him with the knowledge of city engineering policies and procedures, which is a proven asset when providing technical assistance to engineers, architects, contractors, city personnel, and the public.

Pavel has a strong work ethic, is detailed oriented, and enjoys both project teamwork and working independently. He is extremely skilled in all disciplines of civil engineering required for the successful completion of projects.

PROFESSIONAL HISTORY**Senior Engineer / Interwest Consulting Group / 2012 – Present**

Pavel provides civil engineering and plan review services for various jurisdictions. Review plans and specifications of construction, alteration and repair of commercial, residential, and industrial buildings/structures to ensure plans meet all applicable building, mechanical, plumbing, fire, and electrical codes requirements.

Senior Civil Engineer / City of Cathedral City / 2006 - 2010

Responsible for the preparation of construction plans, specifications, cost estimates, and permits. Coordination of utilities for improvement plans (street, storm drain, sewer, water) on various Capital Improvement projects. Projects include the "Cove" Assessment District, "Dream Homes" Assessment District, Perez Road sewer Improvements, and numerous bridges widening projects. Performed plan check and permit services for large residential and commercial developments. He was also responsible for the preparation and management RFPs including the development, evaluation of consultant responses, and participation in interview panels. Production of agenda reports for City Council meetings.

Project Manager / Hall & Forman, Inc. / 2001 - 2006

Prepared and designed street improvement plans for Foothill Boulevard for the City of Fontana, permitting by Caltrans. Provided plan check services of sewer and water plans for Yorba Linda Water District, and improvement & grading plans for the Cities of Brea, Diamond Bar and Tustin, Public Works Department.

Project Engineer / Psomas / 1999 - 2000

Responsible for preparing and plan check processing through L.A.C.D.P.W. grading plans for Victoria Golf Course in City of Carson. Served as the firm representative and main contact with Arnold Palmer Golf Management (Client) and the consultants on the project.

Supervised and lead team of engineers and designers in the preparation of improvements plans for Balboa Village in the City of Newport Beach. Responsible for all aspects of the design of street plans, the redesign of a parking lot, new storm drain lines, relocation of existing water mains & sewer lines, the preparation of the schedule, and maintaining the budget. In addition, coordination with the landscape architect as well the traffic engineer.

40+

Years of
Experience

Education/License

Operating Engineers
Survey Curriculum,
Riverside Community
College

CA Professional Land
Surveyor (4619)

AZ Professional Land
Surveyor (37016)

NV Professional Land
Surveyor, (12204)

Gary brings more than 40 years of land surveying experience in the engineering field in both the public and private sectors. He has supervised, managed and directed the field and office survey department operations while providing field survey and map plan-checking services for a variety of clients. His extensive background and knowledge combined with his strong leadership, organization style, and effective communication skills results in thorough and complete map reviews.

PROFESSIONAL HISTORY

Land Surveyor | Map Checker / Interwest Consulting Group / 2012 - Present

Gary reviews tentative tract and parcel maps, site plans, and other submittals for developments and make recommendations as to engineering matters for public agency clients.

Land Surveyor | Map Checker / Norris-Rupke | Winzler & Kelly | GHD Consulting / 2008 - 2012

Gary performed QA-QC plan checking services for public agency clients; reviewed legal descriptions, subdivision and parcel maps, record of survey maps for recording purposes, also provided field surveys and map plan-checking services.

Mapping & Survey Manager / RBF Consulting / 2002 - 2008

Gary was responsible for supervising the overall operations of the mapping department to ensure the firm's private developer client mapping needs were met and the required final maps recorded for the purpose of creating legal lots for sale.

Survey Manager / VPOINT Consulting / 1998 - 2002

Gary directed the field survey operations for a private consulting firm. Projects included; single-family subdivisions, shopping centers, commercial and industrial centers. Field work included boundary surveys, design surveys, aerial and topography surveys, construction surveying, ACSM/ALTA Land Title Surveys.

Mapping Manager / SEA Consulting / 1994 - 1998

Gary was responsible for supervising the overall operations of the mapping department to ensure the firm's private developer client mappings needs were met.

Survey Manager / LA Wainscott & Associates / 1983 - 1994

Gary performed and managed survey tasks from preliminary design, construction, and staking through final subdivision mapping. Projects included single-family subdivisions, commercial projects, industrial projects and shopping centers.

Survey Party Chief / Akers & Musser Land Surveying / 1978 - 1983

Gary performed the boundary surveys of the properties, and then set the property corner monuments at the parcel lot corners after the Parcel Maps were recorded.

Professional Land Surveyor / Riverside County Survey Department / 1972 - 1978

Proposal Costs

4



Section 4 | Proposal Costs

Exhibit B - Pricing has been submitted as a separate file as requested.

Response Template

5



Section 5 | Required Response Template

Attachment A: Required Response Template

Interwest Consulting Group, Inc.

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

A. Your company's full legal name, address, phone, fax, email, website.

Interwest Consulting Group, Inc.
1500 S. Haven Ave., Suite 220 |
Ontario, CA 91761
Phone: 909. 295.3142
www.interwestgrp.com

B. Prior company names (if any) and years in business; mergers, buyouts, etc.

In April of 2018, Interwest acquired Tri Lake Consultants, a municipal engineering firm, and in May of 2019 acquired CPSI Real Estate Services. In January of 2020 Interwest was acquired by SAFEbuilt Inc. and in that transaction became the Managing Partner for EsGil, Kutzmann and Associates and BroadSpec, all of which are providers of Building Department Services.

C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).

Interwest Consulting Group, Inc. is a Colorado Corporation legally operating as a foreign entity in the state of California.

D. Names and titles of the principal owner(s).

N/A - Corporation

E. Person(s) authorized to make commitments for your company.

Paul Meschino, Vice President of Operations

F. Company history, experience, years in business for current company name.

Interwest has extensive experience and a proven track record of successfully providing on-call consultant services to public agencies. Interwest has been in business since 2002 and was founded by individuals with a passion for serving municipalities. Our more than 400 employees span a multitude of disciplines, roles, and job placements to municipalities within planning, public works, and building safety departments throughout California.

G. Annual company revenues for the last three fiscal years

Interwest is backed by private equity—The Riverside Company—out of Cleveland, Ohio, giving us a robust annual budget. Each year, RSM US LLP auditors provide an objective independent examination of our financials, increasing the value and credibility of our financial statements. Because we are privately held, the specifics of our

annual financial statements and quarterly reports are both confidential and a trade secret. For that reason, we have not included audited financial statements, tax returns, quarterly reports, auditor's notes, balance sheet, and/or statement of income/loss. We welcome, however, an in-person or virtual conference with our Chief Financial Officer and/or Vice President of Finance to discuss the financial strength of the company. During the meeting, we are happy to share three years of audited financials, including the auditor's letter of opinion, auditor's notes, balance sheet, statement of income/loss, as well as our most recent Quarterly Financial Report.[LL1]

H. Tax ID number.

73-1630909

I. The complete scope of services offered by your company.

We currently serve over 330 cities, counties, and state agencies across California and deliver:

- Planning & Urban Design
- Municipal Engineering
- Landscape Architecture Design Review
- Traffic Engineering
- Building Department Services
- Construction Management & Inspection
- Real Estate & Right of Way Acquisition

Our staff has held senior and executive management positions within numerous California cities and public agencies, including the titles of City Engineer, Public Works Director, Construction Manager, Building Official, City Planner, and other management personnel. This depth of experience brings a high level of knowledge and sensitivity towards community and special interest group issues.

J. The number of clients (including governmental) served in past and present.

Interwest has been serving California governmental clients for the past 20 years. We customize our services to the needs of our agency partners. Our role has ranged from providing as-needed services, augmenting existing staff positions, to providing the entire Public Works Department personnel for municipalities. We have performed one-time projects for some clients and have long-lasting relationships with many others that go back to our beginnings. We currently serve over 330 cities, counties, and state agencies across California.

K. Special qualifications, training, credentials, recognition, or awards.

All staff proposed meet or exceed the qualifications listed. Interwest's management philosophy is to retain senior level employees who have numerous years of experience in their chosen fields.

L. Contracts terminated for cause, pending litigation or legal issues.

None

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

A. Names and titles of key management personnel. If proposer is selected, no change in key management personnel shall be made without written request by Consultant and approval by City.

Joe Indrawan, PE, Project Manager

Senior Engineers:

Kevin Ko, PE, QSD, PMP	Pavel Horn, PE
Mauricio N. Diaz, PE	Craig Bradshaw, PE, PLS
Matt Simonetti, PE	Gary Neal, PLS
Tony Hui, PE	

B. Team to be assigned for these services.

Same as above

C. Qualifications of specific individuals who will work on the project.

All team members exceed the qualifications listed; biographies have been included.

D. Amount of time and involvement of key personnel who will be involved in respective portions of the project

STAFF AVAILABILITY

NAME	ROLE	CURRENT WORK %	% AVAILABILITY
Joe Indrawan, PE	Project Manager	70%	30%
Mauricio Diaz, PE,	Senior Engineer	60%	40%
Matt Simonetti, PE	Senior Engineer	70%	30%
Tony Hui, PE	Senior Engineer	45%	55%
Pavel Horn, PE	Senior Engineer	45%	55%
Craig Bradshaw, PE, PLS	Senior Engineer Professional Land Surveyor	65%	35%
Gary Neal, PLS	Professional Land Surveyor	45%	55%

E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.

Resumes can be found in Attachment XX.

Joe Indrawan, PE, Project Manager
 Kevin Ko, PE, QSD, PMP, Senior Engineer
 Mauricio Diaz, PE, Senior Engineer
 Matt Simonetti, PE, Senior Engineer
 Tony Hui, PE, Senior Engineer
 Pavel, PE, Senior Engineer

Gary Neal, PLS, Senior Engineer

F. Current number of employees: full-time and part-time employees.

Interwest currently employs 448 staff members.

G. Annual turnover rate of staff.

28%

H. Facilities that would be utilized to perform the required work.

Interwest Consulting Group, Inc., 1500 S. Haven Ave., Suite 220, Ontario, CA 91761

I. Equipment that would be utilized to perform the required work.

Interwest provides our employees with the materials, tools, and equipment necessary to perform all work required by the City. We provide our Inspectors with late model vehicles with removable signage, and field-related equipment necessary to perform their duties. We supply our team with safety devices and clothing required to meet OSHA requirements. We provide our staff with:

- Vehicles (including maintenance and fuel) we maintain a fleet of over 150 late-model vehicles.
- Magnetic vehicle signage-customizable per client specifications.
- Laptops with mobile hot spots.
- Standard business software and specialized software.
- Personal protective equipment and sanitizing products. Tablets and mobile phones (loaded with electronic versions of essential codebooks).
- Interwest-branded professional clothing and lanyards with clear, plastic pouch for carrying the City-issued ID.
- Insurance: Liability, Workers Compensation and Health, Dental, Vision, and Life.

Names and details of any subconsultants you propose to use for our contract. If proposer is selected, no change in subconsultants shall be made without written request by Consultant and approval by City.

Interwest is able to provide all services described in the Scope of Work in-house and will not require subconsultant support for this project.

III. Required Services: Meeting or Bettering these Requirements

A. Ability to perform specific tasks as outlined in the RFP.

Interwest has been passionately serving California governmental agencies for 20 years! We have provided similar services to clients across the state and have a staff of over 400 employees spanning a multitude of disciplines, roles, and job placements to municipalities throughout California. We have provided detailed information and examples in our proposal for your review.

B. Reasonableness of your fee to do the work.

Our fees are competitive and the quality and training of our staff and commitment to our clients ensure that our clients receive efficient, high levels of service and responsiveness.

C. Current resources to meet or better all task and timeline requirements herein

We have picked staff uniquely qualified and experienced to deliver the exact services requested and have established recruiting efforts in place to ensure that we have adequate staff to meet all of our clients' needs. We are skilled at assessing time commitments, developing an accurate work plan and applying dedicated, professional personnel. Interwest has the experience, certifications, resources and flexibility to be a valuable partner .

D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.

Interwest has the resources and ability to flex with the demands of the City of Moreno Valley to fulfill this assignment, however, if other resources are required Interwest can rely on its presence throughout the state of California and deep bench strength of expertise to assist if needed.

E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?

Interwest is normally able to provide on-demand services within very short notice, typically within 72 hours.

F. How quickly can you begin providing services if awarded the contract?

Interwest is prepared to have a senior engineer available to work with the City of Moreno Valley two weeks from execution of the contract.

G. Details of any improvement or upgrades your firm has designed or implemented.

Interwest believes that maintaining frequent and consistent check-ins between the account management and operations teams and our clients is key to the early identification of performance risks and contributes to contract success. Our account management team will reach out to the City to discuss the best method and frequency for these check-in meetings. These meetings will provide both parties the opportunity to manage the resources tactfully and develop the best Contractor-Client relationship. Further, we can also estimate and evaluate possible outcomes during this process and make the necessary changes. Shelby Sieracki will continue to act as the Account Manager for the City of Moreno Valley. Shelby has been with Interwest for 2.5 years. Before moving into the Account Management role, Shelby served in the Marketing and Proposals department where she gained relative industry and client knowledge that has been key to her success as an Account Manager. Shelby has served in client relations for more than 5 years and has learned what it takes to provide an in-tune and in-touch approach with clients. Shelby will be responsible for ensuring increasing levels of client and employee satisfaction while improving the workforce's efficiency, service, and technology throughout the life of the contract.

IV. Demonstrated and Technical Experience

A. Demonstrated record of success on work previously performed.

For over 20 years, Interwest has provided public works, project management, landscape architecture and traffic engineering services to municipalities throughout California, and in doing so, we have cultivated a reputation for expedient and cost-effective services provided by qualified and customer-focused professional consultants. We have available resources, the capacity and capability to undertake these services and have proposed a comprehensive team of public works specialists to work with City staff to successfully achieve the City’s vision and ensure compliance with State and Federal regulations and funding source requirements.

The following is a snapshot of our experience providing overall Project Management, Traffic Engineering and Landscape Architecture services. Project references and client contact information may be found in section: **References** of this proposal.

CLIENT AGENCY	ENGINEERING SERVICES PROVIDED
City of Cathedral City	Engineering Plan Check
City of Rancho Mirage	Engineering Plan Check
City of Eastvale	City Engineering Services, Engineering Plan Check and Project Management, Engineering Support, NPDES and Storm Water Compliance Inspection Services, Traffic Engineering Services, Transportation Planning, Drainage Engineering, Grant Administration, Construction Management and Inspection Services, Entitlement Service Management including preparing Conditions of Approval for commercial, industrial, and residential projects
City of Perris	Engineering Plan Check, Construction Management, and Project Management, Entitlement Service Management including preparing Conditions of Approval for commercial, industrial, and residential projects
City of Moreno Valley	Engineering Plan Check
City of Fontana	Engineering Project Management
City of Grand Terrace	Engineering Plan Check, Engineering Project Management
City of Wildomar	City Engineering Services, Engineering Plan Check and Project Management, Traffic Engineering Services, Construction Management, Construction Inspection, Transportation Planning, Drainage Engineering, Grant Administration, Entitlement Service Management including preparing Conditions of Approval for commercial, industrial, and residential projects
City of Fountian Valley	Engineering Plan Check, Construction Management, Construction Inspection
City of Irvine	On-site Engineering Plan Check
City of Costa Mesa	Civil Engineering Services and Plan Check, Project Management and Interim Public Works Support, CIP Program Management, Construction Management, Construction Inspection, Traffic and Transportation Engineering Services
City of Oceanside	Construction Management and Inspection Services
City of San Juan Capistrano	City Engineering Services, Private Development Conditions of Approval, Project Management, Construction Inspection, Traffic Engineer Services
County of Orange	Engineering Plan Check
County of Riverside	Engineering Plan Check

B. Specific method and techniques to be employed on the project or problem.

Interwest has the collective, diverse team of people and experience to perform a full range of plan check

services. More importantly, we possess the knowledge and skills necessary to effectively integrate the necessary engineering services with the client's staff to create a design plan check process that is coordinated, consistent, and predictable. We view our role and mission as facilitating the efficient delivery of high-quality design plan check projects by:

- Taking a partnering versus regulatory approach.
- Balancing the need to ensure conformance to standards and regulations with the need for predictability, uniformity, and efficiency.
- Having a goal of “no surprises” for the applicant and the client.
- Creating an internal team which provides a seamless design plan review process to prevent unintentional “games of gotcha” for project applicants.

All plan reviews will be evaluated by the project manager for quality control of the plan review, the level and quality of comments from the review, consistency with similar reviews, the avoidance of late hits or “gotcha” comments, the evaluation of the design professional's submittal and whether they are addressing prior comments or have justifiable reasoning in their designs that may allow deviations from standards, with City approval. The project manager will meet with the design professional and their client if prior comments are not being addressed. We have found this will get the process back on track or provide the project owner/client with a more realistic schedule based on their design professionals' actions.

The discussion above describes Interwest's philosophy and approach of “how” we do our work. A typical scenario for “what” we do related to the review and processing of Improvement Plans, Subdivision Maps and Documents, Grading Plans, Erosion Control Plans, and Water Quality and Drainages Studies, follows:

- Provide plan reviews for:
 - **Completeness of developer application and submittals** - Review development applications for adequacy and compliance with City submittal guidelines.
 - **Engineering quantity estimates and costs** - Review engineering quantities for accuracy and cost estimates for reasonableness of unit costs based on current industry trends.
 - **Rough and precise grading plans** - Review/check plans for compliance with the projects Conditions of Approval, as well as City codes and regulations including onsite drainage and all offsite improvements and Geotechnical Report review for grading permits and special projects.
 - **Geological and geotechnical reports** - Review reports for compliance with project Conditions of Approval and applicable standards.
 - **Drainage, Storm Drain and Flood Control** - Review/check improvements, utility and grading plans with subdivision submittals for compliance with the City of Moreno Valley Hydrology Manual and related LID development measures.
 - **Hydrology and Hydraulics** - Review/check reports for compliance with projects Conditions of Approval as well as the City of Moreno Valley Drainage Design Standards, Hydrology Manuals, Local Drainage Manual. Utilize appropriate hydrology and hydraulics software programs.
 - **NPDES and AQMD guidelines** - review federally and state mandated reports required under the NPDES and AQMD guidelines.
 - **Street Improvement Plans** - signing and striping plans, traffic signal plans and traffic studies/reports - Review/check plans for compliance with the projects Conditions of Approval, as well as with the following: City of Moreno Valley Standards and Design Manual, Caltrans Highway Design Manual, Caltrans Traffic Manual, Caltrans Standard Plans and Specifications, City Hydrology Manuals, Local Drainage Manuals, the Americans with Disabilities Act, and California Title 24

requirements.

- **Utility plans** - review utility plans including domestic and reclaimed water and sanitary sewer improvements.
- **Tract and parcel maps** - review tract and parcel maps for the procedure of survey review, mathematical closure, and compliance with Subdivision Map Act, the Land Surveyor's Act, the approved tentative map, the approved conditions of approval and a current title report.
- **Lot Line Adjustment / Lot Merger** - review lot line adjustment documents as needed.
- **Legal Descriptions** - Oversee the preparation of legal descriptions and plats for the City for easements or rights-of-way.
- **Surveying and Maps** - Oversee land surveying and map/easement or legal description preparation.
- **Plan Check Guidelines** - Assist with development of engineering design standards and guidelines to help with the plan checking process.
- **Entitlement Review Services** - Review site plans, tentative maps, grading plans, Water Quality Management Plan (WQMP) for consistency with City standards and requirements.
 - Reviews include evaluation of required reports, studies, grading and improvement plans, and design professional's recommendations. Each plan review is assigned to a design plan reviewer with oversight of the project manager. The assigned design plan reviewer will be committed to the project and will furnish all subsequent submittal reviews for the project. This maintains a consistent review and avoids "late hit" comments.
 - Map checking will be overseen by professional engineer's licensed to practice land surveying or by licensed Land Surveyors.
 - Engineering review of grading permit/applications is highly dependent upon the complexity and location of the proposed grading. A single lot entitled commercial grading permit application will be reviewed differently from a hillside lot or subdivision, or a project adjacent to a drainage corridor.
 - Soils reports will be evaluated, and confirmation of recommendations will be included on the plans. Boundary conditions will be evaluated to maintain continuity with surrounding properties and maintain existing drainage patterns.
 - Construction erosion control and post construction water quality control will be reviewed for compliance with the storm water quality management permit in effect.
 - Each plan review will be accompanied with a letter summarizing the red-line comments. This letter will be addressed directly to the applicant's engineer or landscape architect, with a copy to City staff and the applicant. A complete, red-lined set of drawings and any reports will be returned to the design professional for use in their corrections.
 - The Project Manager will meet with the Design Professional and City staff to review comments or to delineate the standards which are not being met to assist in the timely completion of the review and meeting the maximum goal of two plan reviews. If necessary, the third review will confirm that all previous comments have been addressed. This meeting can take place via a virtual platform or in the Design Engineer's office, if desired so that minor comments/discrepancies can be immediately addressed and the improvement plans and reports can be deemed technically correct and submitted for signature approvals.
 - We will meet with other client staff and outside agencies, as needed, to review their progress and/or their comments.

PLAN CHECK TIME FRAMES

Plan checking shall follow a set schedule of turnaround timeframes as established by the City. It is strongly expected that plan checks should not exceed three (3) total plan check cycles. Turnaround times are not to exceed the following:

- ✓ First Check: Ten (10) working days
- ✓ Second Check: Seven (7) working days
- ✓ Third Check: Five (5) working days
- ✓ Plans should be ready for approval and submitted by Fourth (4) Check.

Periodic meetings shall be scheduled to discuss plan check issues with the City's project engineers. Unless otherwise directed by City staff, no plan check shall be returned to the developer, or the developer's representative, until the City's project engineers have been updated on the status of the plan checks being returned.

For any reason, if a plan check is expected to exceed three (3) cycles, Interwest shall inform the City's engineering staff, and a meeting will be coordinated by Interwest staff and developer to resolve outstanding issues. To the extent feasible, Interwest shall perform a thorough review with the first submittal of plans to avoid new comments on any subsequent submittals.

TRANSPORTING PLANS

For any plans not checked electronically, Interwest will arrange for all pick-up and delivery of plan review documents from the City at no additional cost. Interwest uses varied methods of pick-up and delivery with the goal of providing same-day service.

PLAN CHECK COMMUNICATION

Plan reviews, when not immediately approved, will result in a list of comments referring to specific details and drawings, and referencing applicable code sections. Interwest will provide a clear, concise, and thorough document (i.e., comment list) and redlined plans from which clients, designers, contractors, and owners can work. Each comment list will include the name and contact information for the person or persons who completed the review. Comment lists and redlined plans will be delivered to our clients and other designated recipients (e.g., designers, contractors, owners). Upon approval of submitted plans, Interwest will certify in writing that the design is in substantial compliance with applicable local, state and federal requirements. A copy of the approved documents will be sent to the City at the end of the process.

Interwest's staff of engineers and plans examiners are always available and willing to discuss plan review status and/or issues for projects that we have reviewed with City staff, applicants, designers and/or contractors via meetings, phone, video conference, or e-mail as required to resolve issues. Voice mails, e-mails and faxes will be responded to as quickly as possible, usually within 24 hours.

REVIEW CHECKLIST

Interwest staff utilized their extensive experience with local government and their expansive network of relationships with local agencies, public utilities, and regional Councils of Government (COGs) to develop numerous checklists and plan-check process documents for client agencies if needed to assist both our plan check engineers and developer's consultants in the plan submission and review process. We are familiar with the City of Moreno Valley's comprehensive checklist, while providing services to the City. Examples of checklists developed for other cities include:

- Grading Certification and Compaction Report Review Checklist
- Grading Plan Preparation Checklist
- Grading Plans (Mass/Rough Grading) Checklist
- Improvement Plan Submittals Checklist
- Utility Plan Checklist
- Legal Documents Submittals Checklist
- Hydrology Report Checklist
- WQMP Review Checklist
- NPDES Construction Inspection Form
- Tentative and Final Map Checklists

ONLINE CAPABILITIES

Interwest currently provides digital plan review services for jurisdictions throughout California, and we are prepared to provide electronic plan review services for the City of Moreno Valley. Many jurisdictions are seeing the benefits of electronic plan review, especially for large, complex projects. Electronic plan review services deliver many benefits to cities, including substantially improved turnaround times; secured accessibility to documents; and reduced paper storage. We have worked with multiple clients to purchase and deploy plan check tracking and review software to each user, preparing jurisdiction-specific stamps and tools used in the plan review process, and ongoing training on the use of the software. Additionally, we have set up electronic submittal systems based on Citrix ShareFile, allowing permit applicants to submit their construction documents remotely. This functionality has enabled our clients to continue providing services during a time when COVID-19 put a halt to many municipal functions.

QUALITY ASSURANCE / QUALITY CONTROL

Coordination is the core of what we do at Interwest Consulting Group. We were founded by former municipal employees to provide staff augmentation services, and our nearly 500 employees are experienced in working with public agency staff on a daily basis. As such, they have a practical understanding of our clients' processes, preferences and working environments. We have the demonstrated ability to work successfully side-by-side with City staff and outside agencies towards common goals.

If any issues or delays arise, Interwest will keep the City informed of context and suggested solutions. Our team uses a custom-designed database to maintain and track all plans and maps throughout the review process from the moment you request a pick-up and/or shipment to delivery of the final, approved documents. Utilizing these systems, our staff are able to successfully complete many concurrent plan review projects and provide real-time information on status to our clients. Interwest as a company completes more than 700 plan reviews per week in our various disciplines of review, all while firmly adhering to our agreed turnaround times. All plan reviews will be evaluated by the project manager for quality control of the plan review, the level and quality of comments from the review, consistency with similar reviews, the avoidance of late hits or "gotcha" comments, the evaluation of the design professional's submittal and whether they are addressing prior comments or have justifiable reasoning in their designs that may allow deviations from standards, with City approval. The project manager will meet with the design professional and their client if prior comments are not being addressed. We have found this will get the process back on track or provide the project owner/client with a more realistic schedule based on their design professionals' actions.

V. Work Plan:

A. How you will schedule professional and staff to ensure milestones and deadlines are met?

Meeting deadlines is an important part of successful project management. When deadlines are met, it ensures that the project is on track and that all the objectives have been met. It also helps to keep the project on budget and within the expected timeline. Meeting deadlines also help maintain the team's morale by giving them a sense of accomplishment and pride. When deadlines are not met, it can lead to delays, additional costs, and increased stress levels. It is, therefore, essential to ensure that project deadlines are met to ensure the project's success.

B. Provide required response time to the urgent service requests.

We stand ready to accept any work you request, and we are fully capable of performing urgent assignments with short notice and rapid turnaround within 3 days.

C. How you will make up for workhours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.

We can expedite the next cycle for plan checks to make up for lost workhours. We can also provide quick staff replacements in the event of an emergency.

D. Provide any other relevant information that you believe would benefit City for the requested services.

Interwest is familiar with the City's standards and guidelines, however a complete submittal package from the applicants would be beneficial to streamlining our process.

Submitted by:

Company Name: Interwest Consulting Group, Inc.

Contact Name: Paul Meschino

Title: President

Signature:



Email: pmeschono@interwestgrp.com

Phone: 619.372.9962

Date: 4/26/2023

Required Statements, Forms, and Samples

6



Section 6 | Required Statements, Forms, and Samples

Required Statements

1. Interwest understands that this RFP will be incorporated in its entirety as a part of Interwest's Proposal.
2. Interwest's Proposal will jointly become part of the Agreement for Project Related Services for this project when said Agreement is fully executed by Interwest and the City of Moreno Valley.
3. Interwest's services to be provided, and fees will be in accordance with the City's RFP except as otherwise specified under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. Following this section are the modifications that Interwest is requesting, under the heading of "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
5. In its proposal, Interwest has provided the the names, qualifications and proposed duties of the 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 can contact. It is understood that if one or more of the proposed staff should become unavailable, a substitute of at least equal competence will be made after prior written approval by the City.
6. Interwest will provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals is included in the 'Not-to-Exceed' fee as part of the Cost Proposal and no additional compensation will be requested or allowed therefor.
7. Interwest acknowledges and understands that the requested proposed services shall be provided by the team presented in this proposal and if not available, alternate fully-qualified engineers acceptable to the City will be utilized to perform the requested services.
8. Interwest 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.
9. Interwest agrees that the hourly rate schedule (which is included in the Cost Proposal as required below) is part of the Interwest Proposal.
10. Interwest will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
11. Interwest will adhere to all federal laws and regulations, notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations, the strictest shall be adhered to.
12. Interwest will allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
13. Interwest will comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the

California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

14. Interwest will comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

15. Interwest 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 Interwest, without further acknowledgment by the parties.

Additions Or Exceptions To The City's Request For Proposal

The Interwest Contract and Legal team have carefully reviewed the contract terms presented in the RFP documents. We respectfully request the following modifications to the agreement terms; blue font represents text to be added and deleted text is represented by red strike-out.

THE CITY OF MORENO VALLEY STANDARD INSURANCE REQUIREMENTS

6) A certificate of insurance which reads, "The City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers are additional insured's as respects to General Liability and Auto Liability insurance. **Except with respect to Workers' Compensation coverage.** ~~This~~ insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis. Waiver of subrogation for Workers' Compensation and Employer's Liability insurance as respects to the City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers."

AGREEMENT FOR PROFESSIONAL SERVICES

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 **third party** 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~~ **to the extent** 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. **Notwithstanding any provision of law to the contrary, Consultant shall have the right to defend and settle any action for which indemnification is sought, provided that it shall not enter into any settlement that requires an admission of wrongdoing by any indemnitee without that indemnitee's approval. Consultant's obligations under this Agreement are contingent upon timely receipt of notice of the claim for which indemnification is sought, such that defense of the claim is not prejudiced, and the reasonable assistance of the indemnitee in connection with the defense of the claim.**

15. Insurance

(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 **third party** claims and liability regardless of whether any insurance policies are applicable.

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, **which consent shall not be unreasonably denied or delayed.**

27. 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. **For the avoidance of doubt, nothing in this Agreement shall be understood to grant City rights to pre-existing intellectual property of Consultant, including Consultant software and licensed software, or to any improvements thereto**

30. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, Consultant shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest. **Notwithstanding the preceding, Consultant shall have no liability under this section to the extent that the acts or omissions leading to the determination that a Consultant employee was eligible for enrollment in PERS were taken at the direction of City.**

Attachment B: Special Provisions


All items below apply to this bid proposal:

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

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

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

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

Certified to above - FIRM:	Interwset Consulting Group, Inc.
SIGNATURE:	
PRINT NAME:	Paul Meschino
TITLE:	President

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

- No exceptions taken
- Exception taken to the scope of work or specifications
- Exception taken to indemnification and insurance requirements
- Exception to proposed contract language
- Other

Please explain any of the checked items:

Requested modifications have been listed in Section 6.

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

PROPOSING FIRM: Interwest Consulting Group, Inc. DATE: April 26, 2023

BUSINESS ADDRESS: 1500 S. Haven Avenue, Suite 220, Ontario, CA 91761

SIGNATURE OF REPRESENTATIVE: 

BY: Paul Meschino TITLE: President

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

<u>Paul Meschino</u>	<u>President (Authorized Signer)</u>
<u>Chris Giordano</u>	<u>Chief Executive Officer</u>
<u>David Bao</u>	<u>Vice President and Secretary</u>
<u> </u>	<u> </u>

(CONTINUED ON NEXT PAGE)

Attachment C: Client References

Interwest Consulting Group

(Bidder's Company Name)

1. Client's Company Name:	City of Costa Mesa
Client Address:	77 Fair Drive, Costa Mesa, CA 92626
Contact's Name:	Raja Sethuramen
Contact's Title:	Public Services Director
Contact's Telephone & FAX:	714.754.5173
Contact's Email:	raja.sethuraman@costamesaca.gov
Scope of Services/Products Provided:	Civil engineering services, project management, construction management and inspection, civil, traffic and grading plan check, CASp plan check, building and fire life safety plan check, building inspection and permit technician services.
Project Completion Date & Value:	Current client with ongoing projects of varying costs.
2. Client's Company Name:	City of San Juan Capistrano
Client Address:	32400 Paseo Adelanto, San Juan Capistrano, CA 92675
Contact's Name:	Thomas Toman
Contact's Title:	Public Works Directoe
Contact's Telephone & FAX:	949.234.4580
Contact's Email:	ttoman@sanjuancapistrano.org
Scope of Services/Products Provided:	From October 2013 to present, Interwest provided City Engineering and Traffic Engineering Services. Our staff oversees the development processing,assists with the preparation of the annual Capital Improvement Program, and manages the transportation planning and traffic engineering
Project Completion Date & Value:	Current client with ongoing projects of varying cost.
3. Client's Company Name:	City of Eastvale
Client Address:	12363 Limontie Avenue, Suite 910, Eastvale, CA 917520
Contact's Name:	Dahi Kim
Contact's Title:	Senior Engineer
Contact's Telephone & FAX:	951.703.4477
Contact's Email:	dkim@eastvaleca.gov
Scope of Services/Products Provided:	Gathering of essential information and key data, preparation of fiscally prudent and conservative operating budgets and identifying cost effective, efficient, and innovative methods of providing public works, planning, building and safety activities and services transitioned from the County of Riverside.
Project Completion Date & Value:	Current client with ongoing projects of varying costs.
4. Client's Company Name:	City of Perris
Client Address:	101 N D St, Perris, CA 92570
Contact's Name:	Clara Miramontes
Contact's Title:	City Manager
Contact's Telephone & FAX:	951.943.6100
Contact's Email:	cmiramontes@cityofperris.org
Scope of Services/Products Provided:	Engineering plan check services and on-call inspection services to the land development department. Hydrology and Hydraulic calculations and reports; Engineer's reports; and storm water pollution prevention plans and Water Quality Management Plans (WQMP, NPDES, MS4).
Project Completion Date & Value:	Current client with ongoing projects of varying costs.

Duplicate this form as necessary to complete list.

Attachment D: Non-Collusion Affidavit

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

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

County of Orange
(the County of the place of business)

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

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

Interwest Consulting Group, Inc., the party making the foregoing bid
(name of bidding company)

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

By: _____
(signature)

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

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

Notary is required for this bid.

Work Samples

7



Section 7 | Work Samples

March 22, 2022

CITY OF POMONA - FINAL REVIEW

Permit No: GRA-043362-2021

Interwest No.: POM21-0499



Project: TR 82889 Residential – Century Communities
Address: 2115 S Garey Avenue

Interwest Consulting Group has completed a **FINAL code compliance review** of the following documents on behalf of the City of Pomona:

1. Documents:

- a. Rough Grading Plan Sheet 1 - 8 of 51 Sheets dated March 15, 2022 by C & V Consulting, Inc.
- b. Rough Grading Plan Response to Review No. 4 Redlines
- c. Rough Grading Plan Response to Review No. 4 Letter

The 2019 California Residential Code, 2019 California Building Code (structural engineering design provisions only), 2019 California Mechanical Code, 2019 California Plumbing Code, 2019 California Electrical Code, 2019 California Green Building Standards Code, and 2019 California Energy Code were used as the basis of this review.

No comments. No exceptions taken. See IS-043363-2021 review letter for notes.

Sincerely,

INTERWEST CONSULTING GROUP

Matt Simonetti, P.E.

Senior Engineer

(714) 628-6963

msimonetti@interwestgrp.com

1500 S. Haven Ave | Suite 220
Ontario, CA 91761

909.295-3142

INTERWESTGRP.COM

Century Communities
TR 82889 - 2115 S Garey Ave.
3/22/22

City of Pomona - Final Review
Interwest Project No. Permit No: POM21-0499
Permit App: GRA-043362-2021
Page 2 of 8

GENERAL COMMENTS:

- G1. The following plan review documents are based on the **City of Pomona's** Building Regulations. The following comments reference the 2019 California Building Standards Code as amended by the **City of Pomona** unless otherwise noted.
- G2. Please respond in writing to each plan review comment by marking this comment list or creating a response letter. Indicate which detail, specification, or calculation shows the requested information. At minimum, the following should be included with each plan review response:
- Page / sheet number(s), detail / specification number(s), etc., and include all applicable code section(s).
 - Briefly explain in writing how the design is intended to comply with the applicable code sections.
 - Please provide a narrative of revisions made outside the plan review comments.

Complete and clear responses will expedite the re-check of this project.

- G3. Please be sure to include on the re-submittal the architect's and /or engineer's stamp, signature, date of signature, and registration number on all sheets of plans depicting structural designed elements and cover sheets of calculations. CBPC 5536.1 and 6735.
- G4. Address all redline comments on the documents.
- G5. Address all applicable conditions of approval.

INTERWEST

Century Communities
TR 82889 - 2115 S Garey Ave.
3/22/22

City of Pomona - Final Review
Interwest Project No. Permit No: POM21-0499
Permit App: GRA-043362-2021
Page 3 of 8

PLAN REVIEW COMMENTS:

The revised permit documents have been reviewed. The following comments are numbered per the original list and require further response and/or revision. The format includes the original comment followed by a new or clarified recheck comment in bold italic typeface, prefaced by PC5.

Comments By: [Matt Simonetti; msimonetti@interwestgrp.com; (714) 628-6963]

ROUGH GRADING PLAN SHEET 1 OF 51:

- RG1. **Satisfied** Change the Proposed Easement construction note to the correct shape. Should be a square instead of a hexagon.
PC2: Change Existing Easement construction note 5 to hexagon in INDEX MAP.
- RG2. **Satisfied** Correct the Sheet Index. Only shows 7 pages and there are 8 pages total, missing the General Grading Notes, sheet 2.
PC2: Second request. Only shows 7 pages.
- RG3. **Satisfied** Update page number to read sheet "1 of 8" instead of "1 of 7".
- RG4. **Satisfied** PC2: Change sheet numbers on INDEX MAP to match plan sheets.
- RG5. **Satisfied** PC2: Provide 4" scale bar.
- RG5. **Satisfied** PC2: Provide import earthwork quantities. Provide disturbed area in square feet and acres.
- RG6. **Satisfied** PC2: Provide Geotechnical statement and signature line.
PC3: 2nd request. Sample provided.
- RG7. **Satisfied** PC2: Provide date of preparation.
- RG8. **Satisfied** PC2: Provide Civil Engineer's name, license, seal, and signature line.
- RG9. **Satisfied** PC2: Verify ownership. Melia Homes, LLC. is the owner per the tract map.
PC3: 2nd request. Verify the developer. The applicant's email stated a transition to Century Communities.
- RG10. **Satisfied** PC2: Show used abbreviations only in the abbreviations list.
- RG11. **Satisfied** PC2: Delete the duplicate WDID no for clarity.
- RG12. **Satisfied** PC3: Since the plans were consolidated into one set, it should have a general title sheet but I understand that this will change all of the sheet references. Verify with the City if this title sheet is acceptable labeled as Rough Grading Plan.
- RG13. **Satisfied** PC3: Index Map: Screen offsite line work.

INTERWEST

Century Communities
TR 82889 - 2115 S Garey Ave.
3/22/22

City of Pomona - Final Review
Interwest Project No. Permit No: POM21-0499
Permit App: GRA-043362-2021
Page 4 of 8

RG14. **Satisfied** PC3: Index Map: Clarify what the easement note leaders are pointing to. There is no line work shown.

RG15. **Satisfied** PC3: Index Map: Label the Garey Ave. street name.

RG16. **Satisfied** PC3: Index Map: Label adjacent map information.

RG17. **Satisfied** PC4: Provide WDID no. prior to City acceptance and permit issuance.

ROUGH GRADING PLAN SHEET 2 OF 51:

RG1. **Satisfied** PC2: Provide PC Resolution No. 21-022 and all applicable entitlement resolution references. Provide an e-copy of all resolutions.

RG2. **Satisfied** PC2: Delete duplicate grading note 35. Not per city notes.

RG3. **Satisfied** PC2: Change wording in grading note 35 from parcel to tract.

RG4. **Satisfied** PC3: Provide a typical pad drainage detail with HP, swales with offset dimensions, grades %, etc.

ROUGH GRADING PLAN SHEET 3 OF 51:

RG1. **Satisfied** Include Grade of the proposed pads on cross-section "E", "B", "A", and "C".
PC2: Remove grade elevations if section drawings are typical not details.

RG2. **Satisfied** The sections M/3 and M/5 look different on sheet 6 of 8. Make sure they are they same or include another cross-section to reflect the two different sections. There is only one Section "M" on the details page.
PC2: Revise all sheet number references on section notes.

RG3. **Satisfied** Update page number to Sheet "3 of 8".

RG4. **Satisfied** PC2: Label the dimension width as ___' TO ___' for variable widths.

RG5. **Satisfied** PC2: Provide 1.5% max cross fall on sidewalks for tolerances and longevity.

RG6. **Satisfied** PC2: Provide adjacent record maps information for sections A, B, G, and F.

RG7. **Satisfied** PC2: Provide solid black text for notes on the plan.

RG8. **Satisfied** PC2: Reference the plan for construction of masonry wall and tubular steel fence.

RG9. **Satisfied** PC2: Revise typical section and plan dimensions to be the same.

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Century Communities
TR 82889 - 2115 S Garey Ave.
3/22/22

City of Pomona - Final Review
Interwest Project No. Permit No: POM21-0499
Permit App: GRA-043362-2021
Page 5 of 8

- RG10. **Satisfied** PC2: For section G, label the maintenance entity of the V-ditch. Address on the final Tract Map.
PC3: Indicate the instrument or agreement and date for the soccer field owner rights and responsibilities.
PC4: 2nd request. Provide prior to City acceptance and permit issuance.
- RG11. **Satisfied** PC2: Drainage to flow away from existing wall per CBC requirements. Revise for positive flow away from the wall foundation.
- RG12. **Satisfied** PC3: Condition of Approval no. 8. Verify dual wall system requirements with the Building and Safety and Planning Divisions. The developer may be required to remove the existing wall and construct a new common wall. Double walls shall be avoided to the extent feasible. (typ)

ROUGH GRADING PLAN SHEET 4 OF 51:

- RG1. **Satisfied** Some sections P/4 and P/5 look different on sheets 6 of 8, and 7 of 8. Make sure they are the same or include another cross-section to reflect the two different sections. There in only one Section "P" on the details page.
PC2: Revise all sheet number references on section notes.
- RG2. **Satisfied** Update page number to Sheet "4 of 8".
- RG3. **Satisfied** PC2: Provide 1.5% max cross fall on sidewalks for tolerances and longevity.
- RG4. **Satisfied** PC3: Provide bold lines for the rough cut as it was on the prior plan submittal. Should be prominent. (typ)

ROUGH GRADING PLAN SHEET 5 OF 51:

- RG1. **Satisfied** Update page number to Sheet "5 of 8".
- RG2. **Satisfied** PC2: Show all Rio Rancho Road improvements on this plan as screened line work. Provide a note "SEE OFFSITE STREET IMPROVEMENT PLAN". Screen all proposed improvements line work that are not a part of this plan.
- RG3. **Satisfied** PC2: Revise all sheet number references on section notes.
- RG4. **Satisfied** PC2: Revise matchline to correct sheet number.
- RG5. **Satisfied** PC2: Label approximate existing offsite pad elevations.
- RG6. **Satisfied** PC2: Remove Precise Grade Plan line work.
- RG7. **Satisfied** PC2: Label onsite street names.
PC3: 2nd request. Provide when available.
PC4: 3rd request.
- RG8. **Satisfied** PC2: Label pad dimensions.

Century Communities
TR 82889 - 2115 S Garey Ave.
3/22/22

City of Pomona - Final Review
Interwest Project No. Permit No: POM21-0499
Permit App: GRA-043362-2021
Page 6 of 8

- RG9. **Satisfied** PC2: Label storm drain and reference plan.
- RG10. **Satisfied** PC2: Provide adjacent record maps information.
PC3: 2nd request. APNs can change. Provide record map information such as Tract no. and Lot/Parcel no. (typ)
- RG11. **Satisfied** PC2: Label approximate existing offsite pad elevations. (PAD = XXX.X)
- RG12. **Satisfied** PC2: Provide onsite street dimensions.
- RG13. **Satisfied** PC3: Revise sight line per comments on the Line of Sight Exhibit.

ROUGH GRADING PLAN SHEET 6 OF 8:

- RG1. **Satisfied** The two Section P/5 shown on this page do not appear to be the same. Is one supposed to be a P/4?
PC2: Revise all sheet number references on section notes.
- RG2. **Satisfied** Update page number to Sheet "6 of 8"
- RG3. **Satisfied** PC2: Show all S Garey Ave improvements on this plan as screened line work. Provide a note "SEE OFFSITE STREET IMPROVEMENT PLAN". Screen all proposed improvements line work that are not a part of this plan.
- RG4. **Satisfied** PC2: Revise all sheet number references on section notes.
- RG5. **Satisfied** PC2: Revise matchlines to correct sheet numbers.
- RG6. **Satisfied** PC2: Label onsite street names.
PC3: 2nd request. Provide when available.
PC4: 3rd request.
- RG7. **Satisfied** PC2: Label pad dimensions.
- RG8. **Satisfied** PC2: Label storm drain and reference plan.
- RG9. **Satisfied** PC2: Provide adjacent record maps information.
PC3: 2nd request. APNs can change. Provide record map information such as Tract no. and Lot/Parcel no. (typ)
- RG10. **Satisfied** PC3: Provide grade information for atypical pads. Provide a pad drainage detail with HP, swales with offset dimensions, grades %, etc.

Century Communities
TR 82889 - 2115 S Garey Ave.
3/22/22

City of Pomona - Final Review
Interwest Project No. Permit No: POM21-0499
Permit App: GRA-043362-2021
Page 7 of 8

ROUGH GRADING PLAN SHEET 7 OF 51:

- RG1. **Satisfied** The two section P/4 shown on this page do not appear to be the same. Is on supposed to be a P/5?
- RG2. **Satisfied** Update page number to Sheet "7 of 8".
- RG3. **Satisfied** PC2: Show all S Garey Ave improvements on this plan as screened line work. Provide a note "SEE OFFSITE STREET IMPROVEMENT PLAN". Screen all proposed improvements line work that are not a part of this plan.
- RG4. **Satisfied** PC2: Revise matchline to correct sheet number.
- RG5. **Satisfied** PC2: Remove PGP line work.
- RG6. **Satisfied** PC2: Label onsite street names.
PC3: 2nd request. Provide when available.
PC4: 3rd request.
- RG7. **Satisfied** PC2: Label pad dimensions.
- RG8. **Satisfied** PC2: Label storm drain and reference plan.
- RG9. **Satisfied** PC2: Provide adjacent record maps information.
PC3: 2nd request. APNs can change. Provide record map information such as Tract no. and Lot/Parcel no. (typ)
- RG10. **Satisfied** PC2: Label existing storm drain connection to S Garey Ave..
- RG11. **Satisfied** PC2: Label the existing V-ditch as protect in place. Label the maintenance entity of the V-ditch.
PC3: Indicate the instrument or agreement and date for the soccer field owner rights and responsibilities.
PC4: 2nd request. Provide prior to City acceptance and permit issuance.

ROUGH GRADING PLAN SHEET 8 OF 51:

- RG1. **Satisfied** Remove the lot numbers that look the same as one of the construction notes (Lots 1-6) from the map, or change shape on the Erosion Control Construction Notes.
- RG2. **Satisfied** Include Inlet Protection Controls for the onsite inlets.
- RG3. **Satisfied** Update page number to Sheet "8 of 8".
- RG4. **Satisfied** PC2: Catch basins are not being constructed during the rough grade phase. Remove all inlet protection. Provide inlet protection on the street improvement plan and precise grade plan.

INTERWEST

Century Communities
TR 82889 - 2115 S Garey Ave.
3/22/22

City of Pomona - Final Review
Interwest Project No. Permit No: POM21-0499
Permit App: GRA-043362-2021
Page 8 of 8

- RG5. **Satisfied** PC2: Provide erosion control BMPs as a first line of defense per NPDES requirements.
PC3: 2nd request. Provide EC series BMPs on all disturbed areas such as soil binders, hdyroseed, etc.
- RG6. **Satisfied** PC2: Provide sediment traps or sediment basins with controlled stabilized outlets. Provide BMP sizing calculations.
PC3: 2nd request. Provide controlled and stabilized inlets/outlets for sediment traps to/from the rough cut roadways which are below the pad elevations. (typ) Provide and label the tributary area boundary.
- RG7. **Satisfied** PC2: BMPs along the westerly boundary line are not required due to existing wall.
- RG8. **Satisfied** PC2: Screen offsite improvements.
- RG9. **Satisfied** PC2: Screen or freeze all storm drain line work.
- RG10. **Satisfied** PC2: Provide inlet protection at the southeast corner of the site.
- RG11. **Satisfied** PC2: Provide inlet protection at the downstream catch basin inlet on Garey Ave.
- RG12. **Satisfied** PC2: Address PAD erosion and sediment control BMPs. (typ)
PC3: 2nd request.
- RG13. **Satisfied** PC3: Provide directional drainage flow arrows. (typ)
- RG14. **Satisfied** PC3: Place sediment BMP on the north side of the existing swale along the southern boundary.

Comments By: [Matt Simonetti; msimonetti@interwestgrp.com; (714) 628-6963]

GEOTECHNICAL AND INFILTRATION EVALUATION:

- GE1. **Satisfied** The report is older than one year. Provide a geotechnical update letter.
- GE2. **Satisfied** Provide a statement that the site is suitable for the intended use and will not adversely impact adjacent properties as proposed.
- GE3. **Satisfied** Section 2.2: Revise the reference from water quality basin to proprietary biotreatment BMPs (MWS) and underground detention system.

Please contact the listed reviewers between 9:00 A.M. and 4:00 P.M., M-F, with any questions.

[END]

INTERWEST



CITY OF MORENO VALLEY

QUALIFICATIONS FOR #2023-008

Professional Services for Senior Engineer
Consultant Services | Pricing



April 28, 2023 | 2:00 PM

PROPOSAL MAIN CONTACT:
SHELBY SIERACKI
Account Manager
626.224.2055
ssieracki@interwestgrp.com

www.interwestgrp.com

Exhibit B: Pricing

(Please leave Exhibit B blank in Proposal submission and submit completed Exhibit B separately in Cost Proposal submission)

I. Hourly Rates***

A. Include titles and rates for all staff that could provide services under the contract.

No.	Title	Hourly Rate
1	Senior Engineer, P.E.	\$ 185
2		\$
3		\$
4		\$
5		\$
6		\$

*** Attach additional sheets as necessary.

II. Pricing Terms and Conditions

- A. **Invoice:** See Attachment E for the Sample Invoice. Invoice format must first be approved by City prior to the first invoice submittal. Invoices must be submitted on a monthly basis if services were performed during that period.
- B. **Term:** Is for a one-year base period with up to four one-year optional renewals.
- C. **Additional Charges:** None; do not charge any fees or charges not listed in Exhibit B: Pricing.
- D. **Fixed Prices:** prices are fixed for each year of the agreement.
- E. **Proposal Pricing:** The awarded Provider’s Exhibit B: Pricing, as accepted by City, will be incorporated into the resultant Agreement.

Billing Rates

Effective January 1, 2023

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”). Such increase shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Classification	Hourly Billing Rate
Engineering	
Principal in Charge	\$240
Principal Engineer	215
City Surveyor/City Engineer	215
Project Manager	195
Traffic Engineer	190
Transportation Engineer	195
Supervising Engineer	190
Senior Engineer	185
Licensed Land Surveyor	185
Engineering Associate III	150
Engineering Associate II	140
Engineering Associate I	130
Survey Technician	125
Senior Engineering Technician	125
Engineering Technician III	120
Engineering Technician II	105
Engineering Technician I	95
Student Trainee	45
Grading Plans Examiner	155
Building Safety Services	
Certified Building Official	160
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect.....	155
Supervising Structural Engineer	185
Senior Structural Engineer	175
Senior Plans Examiner	140
CASp	125
Inspector III	110
Inspector II	100
Inspector I	90
Permit Technician	80
Fire Protection Engineer	155
Senior Fire Plans Examiner.....	130
Fire Plans Examiner / Fire Inspector	120
ICC Building Plans Examiner	120
Senior Code Enforcement Officer	135

Code Enforcement Officer	125
Trainee	75

Construction Management

Construction Manager	170
Assistant Construction Manager	150
Supervising Public Works Observer	170
Senior Public Works Observer	160
Public Works Observer III.....	150
Public Works Observer II.....	135
Public Works Observer I.....	120

Real Estate

Supervising Corporate Broker	250
Senior Project Manager	195
Project Manager	175
Senior Acquisition / Relocation Agent	135
Acquisition / Relocation Agent	120
ROW Technician	105
ROW Coordinator.....	90
Administrative Support.....	75

Landscape Design Review Services

Project Manager	165
Senior Landscape Design Reviewer	150
Landscape Design Reviewer.....	140
Landscape Maintenance Inspector	120
Landscape Field Supervisor.....	120

Planning Services

Community Development Director	200
Planning Manager	185
Principal Planner.....	170
Senior Planner.....	155
Associate Planner	125
Assistant Planner.....	100
Planning Technician	80

Administrative

Management Analyst II	115
Management Analyst I	105
Senior Administrative	95
Administrative III.....	85
Administrative II.....	80
Administrative I.....	70

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 C

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **TBD**.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <http://www.moval.org/biz-lic>.
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Land Development Division/Public Works Department at zarat@moval.org. Calls should be directed to (951) 413-3139.
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.

EXHIBIT D

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.

DRAFT