

**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 **HR Green Pacific, Inc.**, a **California 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:

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**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.

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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,

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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,

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

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

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

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

This section shall survive termination or expiration of this Agreement.

15. Insurance.

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

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(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

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

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

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

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

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

18. (a) The Consultant shall deliver to the [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

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under this agreement may be public record under State law.

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

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

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential,

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

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

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

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

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either

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

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

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

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

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

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

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

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

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

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

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

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

28. 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

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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

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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

**HR Green Pacific, Inc.**

BY: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

Name: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(President or Vice President)

\_\_\_\_\_  
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

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## 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 1<sup>st</sup> through June 30<sup>th</sup>. 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.

Hourly Rates		
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**

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

**Attachment F: Sample Template of Agreement for Professional Consultant Services**

**(See PlanetBids Documents & Attachment Tab)**

**EXHIBIT B**

CONSULTANT'S PROPOSAL

DRAFT

# Professional Services for Senior Engineer Consultant

PROPOSAL FOR

City of Moreno Valley

APRIL 28, 2023



**Steve Loriso, PE, QSD/QSP**

1260 Corona Pointe Court, Suite 305  
Corona, CA 92879-5013

Direct 951.475.3619 + Mobile 909.630.2577

[sloriso@hrgreen.com](mailto:sloriso@hrgreen.com)

# A. Section 1: Executive Summary



P A C I F I C

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Corona, CA 92879  
Main 855.900.4742 + Fax 713.965.0044  
▶ [HRGREEN.COM](http://HRGREEN.COM)

Department of Public Works  
City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92553

April 28, 2023

**Re: Professional Services for Senior Engineer Consultant Services #2023-008**

Dear Selection Committee Members,

Over the years the City of Moreno Valley has established a benchmark for regional economic growth aligned to the priorities established in the *Momentum MoVal Strategic Plan*. Robust new construction in the residential and non-residential markets continues to place a focus on integrating sustainable infrastructure with smart land development.

**HR Green Pacific, Inc. (HR Green) is currently working hand-in-hand via on-site staff with the City** to seamlessly shepherd transportation engineering and plan/map review of land development projects. This has afforded HR Green the unique opportunity to instantly be familiar with the City's procedures to process land development projects. After working side-by-side with your staff and **servicing your community for more than seven years**, we have a vested interest in the community and will continue to approach every project with the intent to maintain the City's high standards for quality of life.


## Required Information

- HR Green Pacific, Inc., 1260 Corona Pointe Court, Suite 305, Corona, CA 92879, Phone: 855.900.4742, Fax: 713.965.0044, Email: [sloriso@hrgreen.com](mailto:sloriso@hrgreen.com), Website: [HRGreen.com](http://HRGreen.com)
- Prior company names (if any);
- HR Green is a Corporation.
- HR Green is an employee-owned business. Some of the corporate officers include: Richard White, President; Michelle Byard, Chief Financial Officer/Treasurer; and Tim Hartnett, Vice President. Additional corporate officers can be provided if requested.
- Tim Hartnett, Vice President, is authorized to make commitments for the company
- Founded in 1913, and celebrating 110 years of continuous service, HR Green ranks among ENR's Top 500 Design Firms (#162 in 2022) in the United States.
- HR Green has 650+ employees nationwide. Our Program Manager is Steve Loriso, PE, QSD/QSP; our Principal-in-Charge is Tim Jonasson, PE.

## Exceptions

The sample contract contains language that should be modified or clarified to be more specific to the services being delivered. Based on our review, we believe revisions will provide greater clarity as to contractual obligations as well as compliance with state law requirements, which will benefit both parties. As requested in the RFP, for additional information, please refer to Appendix—Additions or Exceptions to the City's Request for Proposal. As HR Green is currently under contract with the City, we are prepared to discuss these matters immediately upon selection and foresee a timely outcome.

Sincerely, **HR GREEN PACIFIC, INC.**

  
Steve Loriso, PE, QSD/QSP  
Program Manager

  
Tim Hartnett  
Vice President

  
Tim Jonasson, PE  
Principal-in-Charge

## B. Section 2: Supplemental Company Information



CELEBRATING  
**110**  
YEARS

HR Green exclusively serves public agencies in California and we specialize in multi-faceted on-call engineering and design services. We have been providing services to the City of Moreno Valley for the past seven years, which makes us unique compared to other providers in the region, with our:

- ▶ **CITY FAMILIARITY:** HR Green has a long history of facilitating the transportation engineering and civil plan/map review of land development projects for Moreno Valley. Since 2016, our staff has worked to meet day-to-day and technical demands of City public works/engineering and community development departments, along with the extensive working knowledge of Accela Civic Platform (ACP).
- ▶ **PROVEN APPROACH:** We have provided an integrated approach and staffing plan that optimizes flexibility. The assigned individuals will continue to support the City when not on-site, while leveraging a deep bench of personnel to quickly respond to your dynamic needs.
- ▶ **DYNAMIC FLEXIBILITY:** We understand that certain projects demand more commitment and attention, such as a shorter turnaround time for reviews and feedback. Our assigned staff possess not only the essential land development experience but also extensive knowledge of your city processes, and in managing capital improvement projects for various agencies.

### Unparalleled Knowledge of Moreno Valley, Your Needs, and Requirements

Our staff have coordinated closely with your various City departments and applicable staff to become your trusted advisor for these services, including:

- ▶ **Currently** serve the City providing services in both on-site and off-site roles.
- ▶ **Regularly attended** Pre-Project Review Staff Committee (PRSC) and PRSC meetings and presented the Division's comments and conditions.
- ▶ **Coordinated** with other departments and divisions to facilitate design approval.
- ▶ **Provided constructive feedback** on City's Accela Civic Platform (ACP) new feature, Digital Plan Room (DPR) that allows reviewers to comment on plans within ACP, to improve interactive process.
- ▶ **Worked** with the City onsite as project manager for capital project delivery working directly with the City Engineer's office

As the City of Moreno Valley knows, HR Green is a trusted advisor for clients from project inception to final completion, always seeking the most economical solutions and streamlined processes. We provide assistance in complying with emerging regulations and harmonize your growth and development with the environment. HR Green's robust group of licensed professional engineers provide clients like Moreno Valley with the benefit of a diverse mix of experience.

### Our Engineering Management Capabilities



#### Knowledge Of:

- Civil engineering principles and practices
- Local, State and Federal Laws
- Information Technology including Electronic Plan Check Software, GIS, and more
- Best practices and latest techniques, materials, and equipment in use



#### Our Core Staff

- Know and understand Moreno Valley
- Local Program/Project Managers, Engineers and Support Staff



#### Keys to Success

- Prepare and review complex engineering designs
- Perform technical research and analysis
- Plan and organize activities
- Understand, interpret, and explain laws and regulations
- Proactive Management
- Quality Project Records
- Clear Communication
- Proactive Decisions/ Recommendations
- Open communications



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## C. Section 3: Professional Team Assignments

# Key Personnel

## Organization Chart and Resumes

Your primary point of contact is **Steve Lorisio, PE, QSD/QSP**, our assigned **Program Manager**. Steve will be Moreno Valley's day-to-day contact and will see that all resources are allocated to your projects as needed, serve as part of our QA/QC team, and will be available for requested meetings with the City. Steve's resume and work experience, along with that of the other key personnel, appear in the following pages.



**Principal-in-Charge**

Tim Jonasson, PE



**Program Manager**

Steve Lorisio, PE, QSD/QSP



**Assistant Program Manager**

Carolina Fernandez, EIT



**Senior Engineer**

Michael Myers, PE



**Senior Engineer**

Derek Wieske, PE



**Senior Engineer**

Desiree Flores, PE

**Additional Staff Available As Needed**



## Steve Loriso, PE, QSD/QSP

### *Program Manager*

Steve has more than 25 years of design, CIP program management, design management, plan review, NPDES/water quality compliance, and construction management experience of municipal public improvement projects. Types of projects include roads, drainage, water, sewer, traffic, grading, and parking lots. Steve has managed the implementation of the Municipal Separate Storm Sewer System (MS4) Permit for various municipalities, performed review of compliance documents for private and public developments, acted as the owner's representative and liaison between design teams and general contractors on facility and infrastructure construction projects.

### EXPERIENCE

25 Years

### EDUCATION

BS, Civil Engineer

### REGISTRATION / LICENSE

Registered Civil Engineer, CA #64701

Qualified SWPPP Developer/Practitioner (QSD/QSP), CA #00503

**Steve has served as City Engineer/Director of Public Works for several cities throughout Southern California.**

### SELECTED PROJECT EXPERIENCE

#### ▷ City Engineer, City of Hemet

City Engineer overseeing land development management, CIP project management, quality assurance/quality control, and construction management to help manage land development projects and prioritize and program CIP road and drainage projects involving a large backlog that needs to be expedited through design and construction.

#### ▷ Program Management, Cities of Hemet and Lake Elsinore

CIP management, land development management, project management, quality assurance/quality control, and construction management to help prioritize and program of CIP road and drainage projects involving a large backlog that needs to be expedited through design and construction.

#### ▷ Civil / LID / WQMP Plan Check, Cities of Jurupa Valley, Pomona, Hemet, San Gabriel, Claremont, Monrovia, Bradbury, Norco, Chino, and Banning; County of Orange

Project Manager for the review of grading, water, sewer, drainage, street, traffic, and Stormwater Urban Mitigation Plans (SUSMPs)/Water Quality Management Plans (WQMPs) associated with residential, mixed-use, and commercial projects/developments.

#### ▷ Municipal Engineering, City of Jurupa Valley

City Engineer responsible for managing City's Capital Improvement budget, plan checking of land development projects, overseeing the design and construction of all capital projects, facilitating the MS4 Permit and stormwater quality compliance requirements, and grant writing/administration. Some design projects have involved improvements to arterials/corridors and incorporation of Complete Streets elements. Coordinated the design and construction of Jurupa Community Services District \$60 million water and sewer CIP Program, comprised mostly of water and sewer pipeline (new and replacement) within the City right-of-way. Project Manager for design and construction of nearly \$750K worth of drainage improvements.



## **Carolina Fernandez, EIT**

### ***Assistant Program Manager***

Carolina brings diverse engineering, sustainability, grant application, labor compliance, and building and safety support services to public agencies. She has working knowledge of both AutoCAD and MicroStation. A member of the American Society of Civil Engineers, Carolina is bi-lingual (Spanish / English). For more than three years, Carolina has served the City of Moreno Valley in various capacities, including transportation planning and plan review for land development services.

#### **EXPERIENCE**

9 Years

#### **EDUCATION**

BS, Civil Engineer

#### **REGISTRATION / LICENSE**

Engineer-in-Training, CA  
#156004

#### **Throughout her career, Carolina has provided various municipalities with plan check review services for numerous infrastructure plans associated with land development, including projects for the City of Moreno Valley.**

In this capacity, she has worked directly with public works departments to review development applications, conditions of approval, mitigation measures, and provided counter support. In addition, she has supervised the land development daily activities, such as overall project requirements, conditions of approval, and mitigation measures. Carolina has coordinated with inspectors for work performed and assessed field modifications. She has also reviewed encroachment permits, approved and released bonds, reviewed survey application reviews, and coordinated with other public agencies present and future City work/projects, including cooperative agreements.

#### **SELECTED PROJECT EXPERIENCE**

##### **► Land Development Support, City of Palm Desert**

Carolina has served as an Associate Engineer providing engineering support services including reviewing development applications, conditions of approval, mitigation measures, and counter support.

##### **► Land Development/Public Works/Engineering Support, City of Beaumont**

Associate Engineer responsible for managing the development review process through Engineering. This involved performing the review of applications, coordinating with future developers, and drafting the conditions of approval for the Engineering/Public Works department. Supervised the plan check process for the Engineering Department and coordinated with the reviewers for compliance with project requirements. Supervised the land development daily activities, such as overall project requirements, conditions of approval, and mitigation measures. Coordinated with inspectors for work performed and reviewed field modifications. Reviewed encroachment permits. Approved and released bonds. Reviewed survey application reviews. Coordinated with other public agencies present and future City work/projects, including cooperative agreements. Prepared grant applications for City projects. Drafted the City's 5-year CIP with the City Engineer. Worked on obtaining different funding sources for City projects (ATP, CDBG, MRMA, etc.)

##### **► Land Development Plan Review/Transportation Planning, City of Moreno Valley**

Carolina provided plan check review services of various infrastructure plans associated with land development projects for the City of Moreno Valley, working directly with their public works department for reviewing development applications, conditions of approval, mitigation measures, and counter support.

Since April 2020, Carolina has provided transportation planning/engineering services to the Transportation Engineering Division in both the entitlement and plan check process. She was onsite and provided hands-on review of planning applications, landscape plans, and civil plan checks through October 2020; and moved into an offsite support position starting January 2021.



## Michael Myers, PE

### Senior Engineer

Mike has more than 40 years of public sector engineering experience. He possesses extensive project design and construction management knowledge coupled with strong interpersonal communication skills. Agencies served include many in Los Angeles, San Bernardino and Riverside Counties including Moreno Valley. Mike has served as a Senior Project/Program Manager handling a broad range of municipal consulting services (federal grant and local agency funding, CIP project design and public contract procurement management, improvement plan and subdivision map review, assessment district formation and engineering, pavement management programs, and construction management) for 30+ years in Riverside County. Mike's experiences include a wide variety of civil project types, including road widening, including right-of-way acquisition, pavement rehabilitation (various strategies, such as slurry seal, CIR, PCC FDR and ARHM), and wet utilities (sewer, water, and storm drain) throughout Southern California.

#### EXPERIENCE

40 Years

#### EDUCATION

BS, Civil Engineer

#### REGISTRATION / LICENSE

Registered Civil Engineer,  
CA #30702

#### SELECTED PROJECT EXPERIENCE

##### ▷ On-Site Project Management Staff Augmentation, City of Moreno Valley

Consultant Project Manager responsible for full range of CIP project delivery responsibilities. These included capital project identification, scope definition and initial budget estimates for various annual and 5-year capital program projects; identification of and application for various alternate local, State and Federal funding sources; preparation of scopes of services, solicitation of proposals, and selection of consultants for project design, survey, inspection and construction management; monitoring design consultant's progress including consultants monthly invoices, review of progress submittals of improvement plans, and value engineering; processing CEQA and NEPA environmental documentation; utility coordination; plan review; and bid processing.

**Relevant projects include: Graham Street Overcrossing SR-60, Reche Vista Drive Realignment, Perris Boulevard Widening, Lasselle Street Widening, and Box Springs Mutual Water Company Master Plan.**

##### ▷ On-Site Project Management Staff Augmentation, City of Jurupa Valley

Deputy/Assistant City Engineer, City Surveyor, CIP Manager past 9 ½ years, providing a full range of professional City Engineering services for a diverse community of about 45 square miles and population of 100,000+ with over 400 miles of maintained streets. **Services include: City's Project Manager for Jurupa Road/UPRR Grade Separation Project, Coordination and participation in a diverse range of activities with Riverside County, City's Project Manager and facilitated MOU with UPRR and GO-88B with CPUC, Development, budgeting, administration, and management of City's initial capital improvement program, Design of pavement rehabilitation projects, Design oversight and construction management of drainage, water, sewer, and roadway widening and Beach Avenue Storm Drain Improvements.**

##### ▷ City Surveyor/Acting City Surveyor, Cities of Pomona, Moreno Valley, and Jurupa Valley

City Surveyor coordinating office / field surveying and mapping services. As a pre-1982 civil engineer Mike is authorized by law to review and approve subdivision maps, legal descriptions and address property boundary related issues.



## Desiree Flores, PE

### Senior Engineer

A multi-talented and bilingual licensed civil engineer, Desiree has more than eight years of comprehensive experience providing engineering support in planning development reviews, plan review for grading and building permits, Capital Improvement Program (CIP) management and design, and structural and civil design for residential and commercial projects. Her support has included preparation of conditions of approval, meeting with developers; assistance with special assessment districts; coordination with Caltrans, Federal Emergency Management Agency (FEMA), and Union Pacific Railroad (UPRR) for special permits; review of engineering technical reports and documents; review and preparation of grading, drainage, and erosion control plans including Low Impact Development (LID) to comply with National Pollutant Discharge Elimination System (NPDES) regulations; and construction drawing review and preparation of plans for the Building and Safety Department. Desiree's background in design, sound engineering practice, constant attention to detail, and effective communication and coordination with multidisciplinary stakeholders has made her a pivotal player for the municipalities she supports.

#### EXPERIENCE

8 Years

#### EDUCATION

MS, Civil Engineering

BS, Civil Engineering

#### REGISTRATION / LICENSE

Professional Engineer, CA  
#89868

**Desiree has provided land development engineering support and has served as a liaison for various cities including the Cities of Jurupa Valley, Hemet, Pomona, Palos Verdes Estates, Claremont, and Pico Rivera.**

#### SELECTED PROJECT EXPERIENCE

##### ▷ Emerald Ridge North (Residential Subdivision), City of Jurupa Valley

Desiree coordinated with stakeholders such as UPRR, conducted study sessions, reviewed technical engineering reports and civil plans, reviewed tentative tract maps, and prepared Conditions of Approval. She successfully computed fair contribution amounts for traffic mitigation measures, so that all parties involved in a project were satisfied with the outcome.

##### ▷ Appaloosa Springs (Residential Subdivision), City of Jurupa Valley

Desiree coordinated with FEMA for floodplain development, reviewed engineering technical reports and civil plans, reviewed traffic circle design and vertical alignment study and tentative financing maps. In addition, she prepared conditions of approval, and assisted with the establishment of a community facilities district.

##### ▷ Fiber Optic Master Plan, City of Pico Rivera

As part of public outreach, Desiree translated community surveys for the City's Fiber Optic Master Plan from English to Spanish, and conducted public workshops. IN addition, she assisted in the analysis of data to asses broadband needs and opportunities within the City.

##### ▷ Pedestrian Bridge for Horseshoe Lake Park, City of Jurupa Valley

Desiree worked closely with the Jurupa Area Recreation & Park District (JARPD) to coordinate for a new pedestrian bridge in an upcoming park in the City. She also provided technical plan review of the constructions drawings and construction management support during the final phase of the pedestrian bridge's construction.



## Derek Wieske, PE

### Senior Engineer

Derek has more than 30 years of land development review and civil engineering experience, including project management, planning, design, construction inspection, and construction contract administration. As a former public works official and City Engineer, Derek has gained a strong understanding of the importance of high-quality plans and specifications in processing land development projects and in the delivery of a successful capital improvement project, as well as an appreciation for the importance of the needs of each particular community.

#### EXPERIENCE

30+ Years

#### EDUCATION

MS, Civil Engineering

Master of Business Administration

BS, Civil Engineering

#### REGISTRATION / LICENSE

Registered Civil Engineer,  
CA #49872

**Derek has provided city engineering and plan check services, including serving as the City Engineer or Director of Public Works, for various communities throughout Southern California including the Cities of Hemet, Desert Hot Springs, Jurupa Valley, Upland, Victorville, Fullerton, Rancho Santa Margarita, Temecula, and Corona.**

#### SELECTED PROJECT EXPERIENCE

##### ▷ Director of Public Works/City Engineer, City of Rancho Santa Margarita

Managed public works department, responsible for engineering, traffic operations, GIS, stormwater quality program, solid waste program, and maintenance of municipal services, including streets, storm drains, and traffic signals. Developed and oversaw implementation of annual capital improvement program, which typically included 15 major public works projects each year. Worked closely with Finance Department on User Fee Study to update public works fees. Updated Pavement Management Program. Wrote staff reports to City Council, and attended City Council meetings. Developed annual operating budget, and successfully reduced department expenses, and increased revenues, to deliver higher quality service with significantly reduced budget within 18 months.

##### ▷ Principal Civil Engineer (Acting City Engineer), City of Fullerton

Served as Acting Deputy Public Works Director/City Engineer, responsible for the Engineering Division, which oversaw implementation of City's Capital Improvement Program. Provide strategic direction for Division staff to better align services with the overall mission of the Department and City Council. Also oversaw General Engineering Services Division, which included Traffic Engineering, NPDES Stormwater Program, and Development Services. Drafted conditions of approval for wide variety of development projects and work with developers from entitlement phase through final construction, including residential, commercial and industrial projects. Developed first Citywide open access fiber network installation in State of California. Reviewed work of outside design consultants to ensure designs meet City's design standards. Also served as project manager on historic renovation project.

##### ▷ Director of Public Works/City Engineer, City of Los Alamitos Plan Check, City of Desert Hot Springs

Managed department of 15 staff, responsible for engineering and maintenance of municipal services, including streets, storm drains, parks, and traffic signals. Prepared annual capital improvement program, and sought out and obtained grant funding for projects with funding shortfalls. Worked with OCTA to develop various transit concepts. Worked closely with Golden State Water Company on wide variety of water improvements. Served as project manager on major capital projects. Worked with regional water agency to identify major recycled water infrastructure needs. Managed utility undergrounding project. Prepared and monitored department operating budget. Represented City on major regional transportation efforts. Regularly attended City Council meetings.



## D. Section 4: Proposal Costs

Per the RFP, this information has been provided under a separate cover. Please refer to HR Green's Proposal Cost to City of Moreno Valley for Professional Services for Senior Engineer Consultant.

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## E. Section 5: Response Template

## Attachment A: Required Response Template

**HR Green Pacific, Inc.**

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(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.

**HR Green Pacific, Inc.**

**1260 Corona Pointe Court, Suite 305 | Corona, CA 92879**

**P: 855.900.4742**

**F: 713.965.0044**

**E: sloriso@hrgreen.com W: www.hrgreen.com**

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

**HR Green California, Inc. In business for 110 years.**

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

**Corporation**

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

**HR Green is an employee-owned company. Some of our corporate officers include: Richard White, President; Michelle Byard, Chief Financial officer/Treasurer; and Tim Hartnett, Vice President**

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

**Tim Hartnett, Vice President, is authorized to make commitments for the company.**

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

**Founded in 1913, and celebrating 110 years of continuous service, HR Green ranks among ENR's Top 500 Design Firms (#162 in 2022) in the United States. HR Green Pacific, Inc. was incorporated in 2017 as part of HR Green, Inc.**

- G. Annual company revenues for the last three fiscal years.

**2020 \$105,240,616**

**2021 \$101,759,868**

**2022 \$130,286,193**

**Note: The revenues above are associated with Green Companies, Inc of which HR Green Pacific, Inc. is associated.**

H. Tax ID number.

**82-1518456**

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

**Staff augmentation including a Senior Engineering Consultant Services to manage, oversee, evaluate, monitor, and participate in the conduct of multiple complex land development projects. In addition, HR Green provides WQMP review, civil/building plan review, staff augmentation, 5G/small cell review, staff augmentation, Building & Safety, code enforcement, design engineering, project/program management, construction management, inspection, grant funding, broadband and fiber, organizational/operational audits, asset management, GIS, and virtual city.**

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

**HR Green has served thousands of clients throughout the country, including more than 60 public agencies in Southern California, including currently serving the City of Moreno Valley, and neighbors in the Cities of Hemet, Jurupa Valley, Redlands, and many others throughout the County of Riverside.**

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

**Our suggested team consists of registered California Professional Engineers, project managers and program managers with the experience and knowledge to meet and exceed the City of Moreno Valley's needs. In addition, our team includes certified water quality professionals (QSD, QSP, CISEC, CESSWI). We are very familiar with Moreno Valley's Accela Civic Platform (ACP) with Digital Plan Room (DPR) by virtue of providing a full range of civil, transportation, and WQMP plan review services to the City since 2017. Our staff members also bring a successful 20+ year track record electronically reviewing plans, studies, and reports to create a paperless solution that accelerates reviews and approvals. This includes customizing, beta testing, and implementing Accela with**

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.

**Steve Loriso, PE, QSD/QSP – Program Manager**

**Carolina Fernandez, EIT – Assistant Program Manager**

**Tim Jonasson, PE – Principal-in-Charge**

B. Team to be assigned for these services.

**Michael Myers, PE – Engineer**

**Desiree Flores, PE – Engineer**

**Derek Wieske, PE – Engineer**

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

**Additional information on each team member has been provided as part of C. Section 3: Professional Team Assignments.**

**Steve Loriso, PE, QSD/QSP**

Steve has more than 25 years of design, CIP program management, design management, plan review, NPDES/water quality compliance, and construction management experience of municipal public improvement projects. Types of projects include roads, drainage, water, sewer, traffic, grading, and parking lots. Steve has managed the implementation of the Municipal Separate Storm Sewer System (MS4) Permit for various municipalities, performed review of compliance documents for private and public developments, acted as the owner's representative and liaison between design teams and general contractors on facility and infrastructure construction projects.

Steve has served as City Engineer/Director of Public Works for several cities throughout Southern California.

**Carolina Fernandez, EIT**

Carolina brings diverse engineering, sustainability, grant application, labor compliance, and building and safety support services to public agencies. She has working knowledge of both AutoCAD and MicroStation. A member of the American Society of Civil Engineers, Carolina is bi-lingual (Spanish / English). For more than three years, Carolina has served the City of Moreno Valley in various capacities, including transportation planning and plan review for land development services.

Throughout her career, Carolina has provided various municipalities with plan check review services for numerous infrastructure plans associated with land development, including projects for the City of Moreno Valley. In this capacity, she has worked directly with public works departments to review development applications, conditions of approval, mitigation measures, and provided counter support. In addition, she has supervised the land development daily activities, such as overall project requirements, conditions of approval, and mitigation measures. Carolina has coordinated with inspectors for work performed and assessed field modifications. She has also reviewed encroachment permits, approved and released bonds, reviewed survey application reviews, and coordinated with other public agencies present and future City work/projects, including cooperative agreements.

**Michael Myers, PE**

Mike has more than 40 years of public sector engineering experience. He possesses extensive project design and construction management knowledge coupled with strong interpersonal communication skills. Agencies served include many in Los Angeles, San Bernardino and Riverside Counties including Moreno Valley. Mike has served as a Senior Project/Program Manager handling a broad range of municipal consulting services (federal grant and local agency funding, CIP project design and public contract procurement management, improvement plan and subdivision map review, assessment district formation and engineering, pavement management programs, and construction management) for 30+ years in Riverside County. Mike's experiences include a wide variety of civil project types, including road widening, including right-of-way acquisition, pavement rehabilitation (various strategies, such as slurry seal, CIR, PCC FDR and ARHM), and wet utilities (sewer, water, and storm drain) throughout Southern California.

**Desiree Flores, PE**

A multi-talented and bilingual licensed civil engineer, Desiree has more than eight years of comprehensive experience providing engineering support in planning development reviews, plan review for grading and building permits, Capital Improvement Program (CIP) management and design, and structural and civil design for residential and commercial projects. Her support has included preparation of conditions of approval, meeting with developers; assistance with special assessment districts; coordination with Caltrans, Federal Emergency Management Agency (FEMA), and Union Pacific Railroad (UPRR) for

special permits; review of engineering technical reports and documents; review and preparation of grading, drainage, and erosion control plans including Low Impact Development (LID) to comply with National Pollutant Discharge Elimination System (NPDES) regulations; and construction drawing review and preparation of plans for the Building and Safety Department. Desiree's background in design, sound engineering practice, constant attention to detail, and effective communication and coordination with multidisciplinary stakeholders has made her a pivotal player for the municipalities she supports.

Desiree has provided land development engineering support and has served as a liaison for various cities including the Cities of Jurupa Valley, Hemet, Pomona, Palos Verdes Estates, Claremont, and Pico Rivera.

**Derek Wieske, PE**

Derek has more than 30 years of land development review and civil engineering experience, including project management, planning, design, construction inspection, and construction contract administration. As a former public works official and City Engineer, Derek has gained a strong understanding of the importance of high-quality plans and specifications in processing land development projects and in the delivery of a successful capital improvement project, as well as an appreciation for the importance of the needs of each particular community.

Derek has provided city engineering and plan check services, including serving as the City Engineer or Director of Public Works, for various communities throughout Southern California including the Cities of Hemet, Desert Hot Springs, Jurupa Valley, Upland, Victorville, Fullerton, Rancho Santa Margarita, Temecula, and Corona.

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

The staffing availability listed below is intended to identify a full time equivalent of staff to work on City projects. Adjustments to staffing availability is possible upon discussion with City staff.

**Steve Loriso, PE, QSD/QSP – Program Manager (5%)**

**Carolina Fernandez, EIT – Assistant Program Manager (10%)**

**Michael Myers, PE – Senior Engineer (35%)**

**Desiree Flores, PE – Senior Engineer (35%)**

**Derek Wieske, PE – Senior Engineer (35%)**

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

**Steve Loriso, PE, QSD/QSP – Program Manager**

**Carolina Fernandez, EIT – Assistant Program Manager**

**Tim Jonasson, PE – Principal-in-Charge**

**Michael Myers, PE – Senior Engineer**

**Desiree Flores, PE – Senior Engineer**

**Derek Wieske, PE – Senior Engineer**

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

**Full-Time: 650+**

**Part-Time: 72**

G. Annual turnover rate of staff.

**Involuntary: 2.5% Voluntary: 11.7%**

H. 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.

**No subconsultants will be used.**

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

**All work will be completed and coordinated from our corporate headquarters in Corona. We will use a digital platform and City's system (Accela Civic Platform with Digital Plan Room) to streamline reviews/approvals and minimize rechecks. Our core staff is available to come to the City or visit the project sites, as needed.**

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

**We will use a digital platform and City's system (Accela Civic Platform with Digital Plan Room) to streamline reviews/approvals and minimize rechecks.**

### **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.

**HR Green has been providing onsite and remote staff augmentation including the full range of senior and staff engineers for land development management role for local agencies in southern California and within Riverside County for over 10 years. Our staff has served in the following roles – Deputy City Manager, City Engineer, City Surveyor, the full range of senior and staff engineers, in engineering technician and administrative roles, land development and public works inspectors, Capital Improvement Program and Project managers, MS4 program managers, permit technician, and numerous other roles in municipal government. Our proposed staff are professionals with strong background and experience working on behalf of municipalities in the engineering and public works departments.**

B. Reasonableness of your fee to do the work.

**HR Green is notable for providing high quality review and timely response to all project assignments with staff properly experienced, appropriately trained, and highly qualified. The rate for proposed staff is provided in the Cost Proposal. HR Green ensures a comprehensive and proactive approach to project management and ensures that timely response and updates to stakeholders is provided.**

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

**HR Green staff is comprised of various members at different stages of their professional careers, which allows us to fulfill diverse roles and provide a variety of services commensurate with the assignment. We are proposing 3 licensed civil engineers, one of whom is qualified to provide surveying and mapping services, as our key staff to provide the required services. We have support staff ready to provide additional resources to the key staff in the event a deadline, task complexity, or as task particulars require. We understand the City's requirement to obtain approval for their involvement.**

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

**If needed, HR Green is able to provide someone in the role of project coordinator and engineering technician to verify completeness of document packages as they are submitted and facilitate clearer communication among the City, developer, and HR Green staff. Our technicians have years of experience working with other City departments, developers, property owners, architects, engineers, and other professionals involved in the land development project approval process.**

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

**HR Green can have civil plan review staff available within 24 hours of the request. For additional on-site staffing needs, HR Green is able to provide response to the City within 3 business days with a list of available staff to support the City.**

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

**HR Green staff is committed to providing support immediately after award of the contract and requisite authorization to proceed is provided.**

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

**HR Green's team takes a very proactive, customer-centric approach not only in its work, but in communicating with the City staff and applicants. Recognizing the need for quality public records our comments and other communications are detailed, timely and thorough. When conducting meetings or otherwise requested we can prepare the agenda, conduct the meeting, and provide meeting minutes and action items. Our staff has helped establish land development project review processes and procedures in other public agencies. We have assisted to implement Accela software in other public agencies and transition their application, permitting and review processes into a digital platform.**

#### IV. Demonstrated and Technical Experience

Please describe your company's:

A. Demonstrated record of success on work previously performed.

**HR Green has been providing staff augmentation services including land development engineering services since our inception. Our staff are involved in projects during pre-application stage, entitlement, civil plan check, permitting, construction, and project close-outs. When deadlines are attached (i.e. project review and plan check) we have maintained a 98% success rate in meeting or beating turnaround review requirements. We are able to meet or exceed expectations by managing our company resources, assigning adequate and trained support staff, and ensuring our internal quality control component is factored into our turnaround time. HR Green has implemented Accela for other cities, is extremely proficient with the paperless processing platform, and is familiar with Moreno Valley's Accela Civic Platform and Digital Plan Room. We are proud of the long-term working relationships established with our public sector clients which is a testament to our professionalism, accuracy, responsiveness, proactive communication, customer-centric culture, and thoroughness.**

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

**In order to let our senior engineers focus on the tasks necessary to provide complete and thorough response to projects, HR Green utilizes our engineering technicians to intake and track project assignments through the process, monitor resource availability, and keep the project manager in-the loop of action items. Our project manager has weekly updates on tasks' budgets and coordinating with the City as we utilize the allotted budget.**

#### 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?

**HR Green proposed staff will be available to fill the senior engineer role as soon as authorization and notice to proceed from the City is received. Our staff would provide a bi-weekly or monthly, as preferred by the City, update on major projects to the City inclusive of action items. We are also available for in-person and remote meetings with project stakeholders. Internally, HR Green utilizes CityView to manage staff utilization and availability, and VantagePoint for managing budgets. Additionally, the HR Green team includes a number of technical and administrative staff available to provide additional support to our senior engineers in order to accomplish tasks and assignments in a timely manner. If the City authorizes, HR Green is able to utilize other team members.**

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

**HR Green will acknowledge request within 24 hours of receiving request in writing and will provide staff availability and response to request within 3 business days. Through our current and past work with the City of Moreno Valley, we have proven our ability to meet the deadlines for planning commission approval and City County approvals of critical development projects.**

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.

**Our Program Manager and Assistant Program Manager will oversee all projects and assignments and communicate with all assigned staff members on a regular basis. As a result, they will be able to fill in to continue any assignments if the HR Green senior engineer is not available to start/continue the work to meet milestones and deadlines.**

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

**Our proposed staff has years of municipal services staff augmentation experience in all engineering and public works positions, they are familiar with standard City procedures and working with other departments, agencies, and private sector contractors, developers and builders.**

**Submitted by:**

Company Name	<b>HR Green Pacific, Inc.</b>
Contact Name	<b>Steve Loriso, PE, QSD/QSP</b>
Title	<b>Program Manager</b>
Signature	
Email	<b>sloriso@hrgreen.com</b>
Phone	<b>Direct 951.475.3619; Mobile 909.630.2577</b>
Date	<b>April 28, 2023</b>



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

# Statements

1. HR Green agrees that this RFP shall be incorporated as a part our proposal.
2. HR Green agrees that the RFP and the our 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. HR Green's services to be provided, and fees, will be in accordance with the City's RFP except as otherwise specified in the Appendix—Additions or Exceptions to the City's Request For Proposal section.
4. Please refer to Appendix—Additions or Exceptions to the City's Request For Proposal.
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. HR Green acknowledges to provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services.
7. HR Green acknowledges and understands that we will provide a qualified senior engineer in the event of the primary senior engineer is not able to perform the requested services.
8. HR Green will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
9. HR Green's hourly rate schedule—submitted under separate cover—is part of our proposal.
10. HR Green will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
11. HR Green agrees 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. HR Green agrees to 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. HR Green shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
14. HR Green shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
15. HR Green offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties..

### 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: HR Green Pacific, Inc.  
SIGNATURE: *Timothy J. Hackett*  
PRINT NAME: Tim Hackett  
TITLE: Vice 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

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

Please explain any of the checked items:

HR Green has maintained various contracts with the City of Moreno Valley over the years and we are confident that we can enter into a contract for these services. We have listed a few brief exceptions and considerations to the Agreement in the Appendix—Additions or Exceptions to the City's Request for Proposal. These comments are related to clarifying a professional standard of care and other contractual elements. Incorporating these minor edits will facilitate insurability while providing the City protection.

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: HR Green Pacific, Inc. DATE: April 28, 2023

BUSINESS ADDRESS: 1260 Corona Pointe Court, Suite 305, Corona, CA 92879

SIGNATURE OF REPRESENTATIVE: *Timothy J. Hartnett*

BY: Tim Hartnett TITLE: Vice 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>Rick White - President</u>	<u>8710 Earhart Lane SW Cedar Rapids, IA 52404</u>
<u>Jason Poppen - Secretary/Vice President</u>	<u>11011 Richmond Ave, Suite 200, Houston, TX 77042</u>
<u>Michelle Byard - Chief Financial Officer/Treasurer</u>	<u>8710 Earhart Lane SW Cedar Rapids, IA 52404</u>
<u>Tim Hartnett - Vice President</u>	<u>1260 Corona Pointe Court, Suite 305, Corona, CA 92879</u>

(CONTINUED ON NEXT PAGE)

**Attachment C: Client References**

(Bidder's Company Name)

1. Client's Company Name:	City of Jurupa Valley
Client Address:	8930 Limonite Ave., Jurupa Valley, CA 92506
Contact's Name:	Rod Butler
Contact's Title:	City Manager
Contact's Telephone & FAX:	P: 951.332.6464 F: Not Applicable
Contact's Email:	rbutler@jurupavalley.org
Scope of Services/Products Provided:	Full-service consulting including public works, engineering, development review, and building services.
Project Completion Date & Value:	Ongoing since 2011   \$3.8 million/year
2. Client's Company Name:	City of Palos Verdes Estates
Client Address:	340 Palos Verdes Dr. West, Palos Verdes Estates, CA 90274
Contact's Name:	Anastasia Seims
Contact's Title:	Public Works Director
Contact's Telephone & FAX:	P: 310.750.9819 F: Not Applicable
Contact's Email:	aseims@pvestates.org
Scope of Services/Products Provided:	Full-service consulting including public works, engineering, development review, and building services.
Project Completion Date & Value:	Ongoing since 2015   \$950,000/year
3. Client's Company Name:	City of Hemet
Client Address:	445 E. Florida Ave., Hemet, CA 92543
Contact's Name:	Mark Prestwich
Contact's Title:	City Manager
Contact's Telephone & FAX:	P: 951.765.2301 F: Not Applicable
Contact's Email:	mprestwich@hemetca.gov
Scope of Services/Products Provided:	City Engineering, Civil Plan Review, WQMP, Construction Management and Construction Inspection.
Project Completion Date & Value:	Ongoing since 2019   \$650,000/year
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 California  
(the State of the place of business)

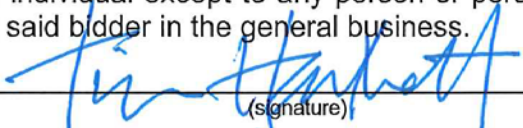
County of Riverside  
(the County of the place of business)

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

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

HR Green Pacific, 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: Tim Hartnett  
(name of the person signing this form)

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

Notary is required for this bid.

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Illinois  
County of McHenry )

On April 26, 2023 before me, Tim Hartnett, Vice President  
(insert name and title of the officer)

personally appeared Tim Hartnett,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Diane M Weyde (Seal)





## G. Section 7: Work Samples

← PEN [REDACTED] - IN REVIEW

New Help

Category	Item Name	Status	Count	Assigned To	Last Update	Updated By
TRANSPORTATION	Cactus Avenue	CLOSED	40	Monica Pangco	6/20/2022, 10:27:30 AM	Lillyanna Diaz
LAND DEVELOPMENT	Left Turn Movement	CLOSED	46	Jack Istik	8/4/2022, 12:29:53 PM	Jack Istik
LAND DEVELOPMENT	Left Turn in on Cactus Avenue	CLOSED	02	Jack Istik	8/4/2022, 12:29:29 PM	Jack Istik
PLANNING	Landscape setback	ACCEPTED	42	Julia Descoteaux	6/28/2022, 11:58:06 AM	Julia Descoteaux
TRANSPORTATION	RTA	ACCEPTED	40	Lillyanna Diaz	6/21/2022, 9:29:52 AM	Monica Pangco
TRANSPORTATION	Turning Templates	ACCEPTED	44	Lillyanna Diaz	8/4/2022, 10:44:15 AM	Monica Pangco
TRANSPORTATION	Truck Turning Template	CLOSED	45	Lillyanna Diaz	6/30/2022, 8:02:03 AM	Monica Pangco
TRANSPORTATION	Cactus Street Improvement	ACCEPTED	41	Lillyanna Diaz	6/24/2022, 11:57:22 AM	Monica Pangco
TRANSPORTATION	Cactus Median	ACCEPTED	32	Lillyanna Diaz	6/21/2022, 9:34:06 AM	Monica Pangco
TRANSPORTATION	East Approach	CLOSED	40	Lillyanna Diaz	8/10/2022, 3:42:50 PM	Monica Pangco
TRANSPORTATION	Traffic Signal Modifications	ACCEPTED	40	Lillyanna Diaz	6/21/2022, 10:02:33 AM	Monica Pangco
TRANSPORTATION	Streetslights	ACCEPTED	40	Lillyanna Diaz	8/4/2022, 10:45:14 AM	Monica Pangco
TRANSPORTATION	Commercial Driveway	ACCEPTED	40	Lillyanna Diaz	6/29/2022, 11:34:24 AM	Monica Pangco
TRANSPORTATION	Cactus Signing and Striping	CLOSED	40	Lillyanna Diaz	6/30/2022, 7:58:32 AM	Monica Pangco
TRANSPORTATION	Cactus Street Improvements	ACCEPTED	40	Lillyanna Diaz	8/10/2022, 3:34:10 PM	Monica Pangco
TRANSPORTATION	Cactus Street Improvements	CLOSED	39	Lillyanna Diaz	6/24/2022, 11:50:09 AM	Monica Pangco
TRANSPORTATION	Transition Taper	ACCEPTED	40	Lillyanna Diaz	6/21/2022, 9:25:36 AM	Monica Pangco
TRANSPORTATION	Driveway Centerlines	ACCEPTED	40	Lillyanna Diaz	8/8/2022, 3:30:07 PM	Monica Pangco

Exhibit showing comments within the DPR.

Client: City of Moreno Valley - Transportation Engineering

Description: HR Green staff adapts to our client's processes and software. For the City of Moreno Valley, our staff works with the Transportation Department in the review and processing of Planning and Land Development applications utilizing the Digital Plan Room (DPR), updating the Workflow, and Conditions of Approval within the City's Accela platform.

46 V1 PEN [REDACTED]

**ISSUE**

< All issues

**Intersection**

**TRANSPORTATION**

Created by: Monica Pangco on 6/30/2022, 1:26:56 PM

**Reference:**

**Description:**  
 Intersection shall be striped with continental crosswalks per attached document "MVL-Continental X-Walk".

\* Requires modifications to be submitted

**ACCEPTED**

Thank you. See attached document "MVL-Continental X-walk". Uploaded 8/10/2022. Revise Plans.

**Applicants Responses:**

Final layout will be a part of the construction documents prepared for public work plan check review and approvals.

**Lillyanna Diaz** 3/23/2023, 10:28:06 AM  
 Changed issue to **ACCEPTED** status.

[REDACTED] 3/21/2023, 11:59:41 AM  
 Changed issue to **IN REVIEW** status.

Site plan details include: HOSPITAL ROAD, NASON STREET, CACTUS AVENUE, LYNN LEE LANE, PAD A FOOD FF=1553.06, 2-STORY COMM OFFICE #1 FF=1584.19, 4-STORY COMM OFFICE #3 FF=1547.00, and various utility lines and easements.

Scale: 1" = 40'

North Arrow

PEN21-0289  
 CACTUS AVE COMMERCIAL DISTRICT PERMITS AND STIPEND PLAN REVIEW DATED 6/6/2022 10:52 AM

Exhibit showing comments and direction to applicant within the DPR.

Transportation - 21 Pending

**TRN-PLAN-COA Building Permit**

Construction traffic control plans required

Prior to issuance of an encroachment permit for work within the public right-of-way, construction traffic control plans prepared by a qualified, registered Civil or Traffic Engineer shall be required for plan approval by the City Engineer.

Pending || [01/12/2023](#)

[Actions](#) ▼

Special COA 1(BP)

Prior to issuance of a building permit, a project-specific infrastructure plan identifying the necessary public infrastructure to support and provide access to project site shall be submitted for review and approval by the City Engineer. At the discretion of the City Engineer, additional studies may be required to determine if intersections and/or roadway segments can operate at an acceptable level of service under interim conditions.

Pending || [03/02/2023](#)

[Actions](#) ▼

Special COA 2(BP)

Prior to the issuance of a building permit for the development of the 15.8 MSF within the World Logistics Center Specific Plan area, a supplemental level of service study shall be submitted for the Redland Boulevard and Eucalyptus Avenue intersection. The report shall be submitted for approval and include the timing of the ultimate improvements, as identified in traffic study. Ultimate intersection improvements include the addition of a second circulating lane for the southbound, eastbound, and northbound directions, a second entering lane for the for the eastbound and northbound approaches, and a second departure lane in the southbound and northbound directions. Redlands Boulevard between Bay Avenue and Eucalyptus Avenue shall be improved as a Modified 4-Lane Divided Arterial per City Modified Standard Plan No. MVS1-103A-1, as approved in the World Logistics Center Roadway and Trails Masterplan (LCO22-0066) and communication conduit shall be installed per City Standard Plan No. MVS1-186-0 in conjunction with the ultimate intersection improvements. The applicant shall enter into a reimbursement agreement with the City, as required by the City Engineer. Failure to enter into an agreement with the City may result in no reimbursements.

Pending || [01/24/2023](#)

[Actions](#) ▼

Special COA 3(BP)

Prior to the issuance of a building permit for the development of the 20.3 MSF within the World Logistics Center Specific Plan area, a supplemental level of service study shall be prepared for the Moreno Beach Drive and Ironwood Avenue intersection. The report shall be submitted for approval and include the timing of the ultimate improvements, as identified in the traffic study. Ultimate improvements include the addition of a northbound right-turn lane. The applicant shall enter into a reimbursement agreement with the City or as required by the City Engineer. Failure to enter into an agreement with the City may result in no reimbursements.

Pending || [03/02/2023](#)

[Actions](#) ▼

Special COA 4(BP)

Prior to issuance of a building permit, construction plans for all, if any, public improvements specified in these conditions of approval shall be submitted in accordance with conditions of approval herein, all approved traffic studies, and subsequent studies.

Pending || [03/02/2023](#)

[Actions](#) ▼

**TRN-PLAN-COA General**

COA modified if Phased development

Conditions of approval may be modified if project is phased or altered from any approved plans.

Pending || [01/12/2023](#)

[Actions](#) ▼

Driveway 112A D-0

Project driveways shall be constructed per City Standard Plan No. MVS1-112C-0. Appropriate signage shall be installed to restrict truck access to project driveway on Street E.

Pending || [01/12/2023](#)

[Actions](#) ▼

Gate - Industrial

Any gated entrance shall be provided with the following:

- A storage lane with sufficient queuing length for entering commercial trucks,

[Actions](#) ▼

<https://mval-prod-av.accela.com/portlets/web/en-us/#/core/spacev360/mval.pen220111>

Exhibit showing project conditions of approval report from Accela.

- Signing and striping.

All of these features must be kept in working order.

Pending || [01/12/2023](#)

Special Condition 1

Eucalyptus Avenue along project frontage is classified and shall be improved as a Modified 4-Lane Divided Arterial (110' RW/86' CC) per City Modified Standard Plan No. MVS1-103A-1, as approved in the World Logistics Center Roadway and Trails Masterplan (LCO22-0066). Any improvements undertaken with this project shall be consistent with City Standard, approved World Logistics Center Roadway and Trails Masterplan, and approved street improvement plans (LCO22-0088). Existing raised median shall be reconstructed to accommodate westbound left turns into the project site. A Class II bike lane shall be provided along the project frontage.

Pending || [03/02/2023](#)

[Actions](#) ▼

Special Condition 2

Street E (Private Street) along project frontage shall be improved consistent with the approved World Logistics Center Roadway and Trails Masterplan (LCO22-0066). Any improvements undertaken with this project shall be consistent with City Standard, approved World Logistics Center Roadway and Trails Masterplan, and approved street improvement plans (LCO22-0088).

Pending || [03/02/2023](#)

[Actions](#) ▼

Special Condition 3

Redlands Boulevard is classified as a Modified 4-Lane Divided Arterial per City Modified Standard Plan No. MVS1-103A-1, as approved in the World Logistics Center Roadway and Trails Masterplan (LCO22-0066). Any improvements undertaken with this project shall be consistent with City Standard and approved World Logistics Center Roadway and Trails Masterplan. Prior to the issuance of a certificate of occupancy the applicant shall enter into an agreement with the City for the construction costs of the ultimate improvements on Redlands Boulevard, including communication conduit, along project frontage.

Pending || [03/02/2023](#)

[Actions](#) ▼

Special Condition 4

The existing roundabout at the intersection of Eucalyptus Avenue and Street E (Private Street) shall be improved as a four-legged roundabout per the approved plans (LCO22-0088) and to the satisfaction of the City Engineer. Appropriate signage and a designated northbound right-turn lane shall be installed to restrict northbound truck traffic to right turns only.

Pending || [03/02/2023](#)

[Actions](#) ▼

**TRN-PLAN-COA Occupancy**

Build Final street improvements installed

Prior to the issuance of a certificate of occupancy improvements identified in the project-specific infrastructure plan shall be constructed to the satisfaction of the City Engineer.

Pending || [01/12/2023](#)

[Actions](#) ▼

Special COA 1(CO)

Prior to issuance of a certificate of occupancy, the applicant shall make fair share contributions to the City of Moreno Valley and neighboring agencies for the impacted road segments and intersection as identified in Building 1 Fair Share Analysis memo prepared by Stantec and dated January 12, 2023. If no fair share program exists or if the existing programs are not consistent with Mitigation Measure 4.15.7.4F, then no payment of fees shall be required.

Pending || [01/12/2023](#)

[Actions](#) ▼

Special COA 2(CO)

The intersection of Oliver and Alessandro is on the City's list of programmed traffic signals. In the event that the intersection is unsignalized prior to the development of the 5 MSF within the World Logistic Specific Plan area, the applicant shall complete the improvements identified in the EIR traffic study prior to issuance of a certificate of occupancy. Improvements are inclusive of the two-way-left-turn lane and related intersection modifications. The applicant shall enter into a reimbursement agreement with the City, as required by the City Engineer. Failure to enter into an agreement with the City may result in no reimbursements.

Pending || [01/12/2023](#)

[Actions](#) ▼

Special COA 3(CO)

Prior to issuance of a certificate of occupancy, all public improvements specified in these conditions of approval, approved traffic studies, and subsequent studies, if any, shall be completed per the approved plans and to the satisfaction of the City Engineer.

Pending || [03/02/2023](#)

[Actions](#) ▼

Special COA 3(CO)

Prior to issuance of a certificate of occupancy for the development of 22,946 MSF, the improvements identified under Phase 1 in the EIR traffic study (Figure 15 and Section 4 – Proposed Road Network) shall be completed.

Pending || [03/02/2023](#)

[Actions](#) ▼

Special COA 4(CO)

Prior to issuance of a certificate of occupancy for the development of 40,6 MSF or last building within the World Logistic Specific Plan area, whichever is first, the improvements identified under Phase 2 in the EIR traffic study (Figure 15 and Section 4 – Proposed Road Network) shall be completed.

Pending || [03/02/2023](#)

[Actions](#) ▼

Special COA 4(CO)

Prior to issuance of certificate of occupancy, all applicable mitigation measures shall be satisfied. (MMRP 4.15.7.4(A, C-F))

Pending || [03/02/2023](#)

[Actions](#) ▼

Special COA 5(CO)

Prior to issuance of a certificate of occupancy, all signing and striping along project frontage shall be installed per City Standards -Section 4 and approved plans to the satisfaction of the City Engineer.

Pending || [03/02/2023](#)

[Actions](#) ▼

Special COA 5(CO)

In the event a bus turnout is required by the City of Moreno Valley and Riverside Transit Agency (RTA) along project frontage, a bus turnout shall be designed and constructed per City Standard Plan No. MVS1-161-0 and RTA's design requirements.

Pending || [03/02/2023](#)

[Actions](#) ▼



Client: City of Jurupa Valley - Public Works/Engineering

Description: HR Green staff has been servicing the City of Jurupa Valley for 10+ years, providing various engineering and public works support services. We spearheaded and aid the City in the implementation of Accela software. As one of our main assignments, we utilized in depth knowledge of our client practices, policies, standards, and processing in order to create workflows that facilitate inter-departmental collaboration and efficient project reviews.

MA [REDACTED] STATUS > In Review - 3rd Submittal LOCATION > [REDACTED] CONTACT > alain.gaiamo WORKFLOW > 20 total Task ● 2 completed ○ 3 active

Site Development Permit for a warehouse  
Site Development Permit for a 25,000 square foot wa...  
03/07/2023 by Reynaldo Aquino

Menu New Look Up Manage Documents Help Refresh

Showing 1-12 of 70

<input type="checkbox"/>	File Name	Virtual Folders	Document Status	Actions	Category	Description	Size	Department	Type	Modified Date	Modified By	Display Image	Uploaded On	Uploaded By	Document Status Date
<input type="checkbox"/>	Building Comments		Uploaded	Actions	Internal Reviews and Memos	Building Comments	22.48 KB	Building...	applicati...	06/24/2022	Jose L Ibarra	N	06/24/2022	Jose L Ib...	06/24/2022
<input type="checkbox"/>	ENG_3RD_COR		Uploaded	Actions	Corrections		641.82 KB	Engineeri...	applicati...	04/19/2023	TIME	N	04/19/2023	TIME	04/19/2023
<input type="checkbox"/>	FTA/MT Review and Recomm...		Uploaded	Actions	Reports and Studies	Staff report wi...	179.41 KB	Engineeri...	applicati...	03/09/2023	Rob Olson	N	03/09/2023	Rob Olson	03/09/2023
<input type="checkbox"/>	Signed FTA Scoping Agreement		Uploaded	Actions	Reports and Studies	Signed agreement	2.3 MB	Engineeri...	applicati...	03/07/2023	Rob Olson	N	03/07/2023	Rob Olson	03/07/2023
<input type="checkbox"/>	Trip Generation Recommend...		Uploaded	Actions	Reports and Studies	Staff review of	28.54 KB	Engineeri...	applicati...	02/13/2023	Rob Olson	N	02/13/2023	Rob Olson	02/13/2023
<input type="checkbox"/>	Trip Generation Survey - UC		Uploaded	Actions	Reports and Studies	Applicant's tri...	860.18 KB	Engineeri...	applicati...	02/13/2023	Rob Olson	N	02/13/2023	Rob Olson	02/13/2023
<input type="checkbox"/>	ENS_2ND_COR		Uploaded	Actions	Corrections		518.75 KB	Engineeri...	applicati...	12/28/2022	TIME	N	12/28/2022	TIME	12/28/2022
<input type="checkbox"/>	M422123_1stSubENG		Uploaded	Actions	Comment Letters		264.45 KB	Engineeri...	applicati...	07/08/2022	TIME	N	07/08/2022	TIME	07/08/2022
<input type="checkbox"/>	4-4-23 RIVCO FLOOD CONTROL		Uploaded	Actions	Comment Letters	RIVCO FLOOD CON...	375.22 KB	JURUPA/hu...	applicati...	04/06/2023	Planning Tracking	N	04/04/2023	Planning ...	04/04/2023
<input type="checkbox"/>	3RD SUB LANDSCAPE PLANS C...		Uploaded	Actions	Comment Letters	3RD SUB LANDSCA...	188.27 KB	Planning ...	applicati...	04/20/2023	Planning Tracking	N	04/20/2023	Planning ...	04/20/2023
<input type="checkbox"/>	3RD SUB JCSD COMMENTS		Uploaded	Actions	Comment Letters	3RD SUB JCSD CO...	618.15 KB	Planning ...	applicati...	04/20/2023	Planning Tracking	N	04/20/2023	Planning ...	04/20/2023
<input type="checkbox"/>	3rd SUB JCSD CITY LETTER		Uploaded	Actions	Comment Letters		174.62 KB	Planning ...	applicati...	04/20/2023	Planning Tracking	N	04/20/2023	Planning ...	04/20/2023

Page 1 of 6

Exhibit showing client platform (Accela - Documents) for project review and communication.

**Description:** HR Green has a proactive approach to project review and believes that communication with stakeholders is key in the efficient processing of development projects. We provide projects and assignments updates to our clients and keep record of projects' milestones. We set up meetings with client and stakeholders as needed to keep projects moving forward smoothly.

Record #	Application Name	Review #	Due Date	Status	Reviewer	Assigned	COA / Notes
PEN	Mitigation Monitoring Program - Kaiser Permanente Moreno Valley Medical Center Campus Master Plan	MMRP	4/28/2023		Lilly	11/29/2022	One MM is outstanding
PEN	Plot Plan (NN) - Truck Yard (City of Perris)	2nd	4/20/2023	Closed out 4/21	Lilly	4/7/2023	No COA.
PPA	Pre-Application Review for Moreno Beach Homes	1st	4/24/2023	Closed out 4/21	Lilly	4/7/2023	
LCC	TR38123 - D.R. Horton (NEC Alessandro & Lasselle) // Signal Mod	4+	4/20/2023	Closed out 4/18	Lilly	4/12/2023	
LMI	PM38395 Patriot Partners (SWC Alessandro & Heacock)	1st	4/20/2023	Closed out 4/18	Lilly	4/13/2023	
PEN	Ecogen Recycling Center	1st	4/27/2023	Closed out 4/21	Lilly	4/11/2023	No COA.
PEN	WLC Development Agreement Annual Review	1st	4/21/2023	Closed out 4/21	Lilly	4/17/2023	
LGR	Chase MV Business Center 3 // PG	1st	4/25/2023	Closed out 4/21	Lilly	4/18/2023	
LGR	TR38236 DR Horton - SWC Alessandro & Oliver // PG	1st	4/25/2023	Closed out 4/21	Lilly	4/18/2023	
LGR	TR38236 DR Horton - Stella Pointe, Phases 3-19 / Bella Sera Phases 3-6 - SWC Alessandro & Oliver // PG	1st	4/25/2023	Closed out 4/21	Lilly	4/19/2023	
PEN	Chase Moreno Valley Business Center 4 - Plot Plan with Hearing	4+	4/25/2023	Closed out 4/21	Lilly	4/19/2023	
PEN	Taro LLC	1st	4/25/2023	Closed out 4/21	Lilly	4/18/2023	
PEN	T&M - Highland Fairview - San Jacinto Wildlife Area (SJWA) Concept Plan	2nd	5/1/2023	Closed out 4/21	Lilly	4/20/2023	
PEN	Extension of time for Frontier Homes - Brodiaea Tract 37544	1st	5/2/2023	Closed out 4/21	Lilly	4/14/2023	
PEN	Taro LLC	1st	5/5/2023	Closed out 4/21	Lilly	4/20/2023	
LST	Oliver and Iris Traffic Study	1st	4/28/2023		Lilly	4/21/2023	Request to create LST record is emailed.

Exhibit showing weekly project review status for client.

**From:** Carolina Fernandez  
**Sent:** Thursday, July 7, 2022 2:08 PM  
**To:** Octavio Duran  
**Cc:** Yash Patel; Connor, Mike <mconnor@hrgreen.com>  
**Subject:** RE: 6.21.2022 Weekly Meeting Items

Good Afternoon,  
 Below summary of our meeting today.

**Discussion Items:**

1. Sierra Ridge – decel lane submittal  
 \* City to provide final determination – applicant’s proposal may not be acceptable [Octavio to provide direction].
2. MA21216 Clay LLA, ready for signature from tech side. Is it compliant with Code?  
 \*Carolina to follow up with Mike re: e-mail with findings/recommendations.
3. MA21315 & MA21316 Carterpillar Ct LLAs  
 \*Carolina verify that Engineering sent comments with language for easement to land locked parcel, per reviewer mtg 7/1
4. MA21313 – Paradise Knolls PA5  
 \*City/staff meeting with applicant 6/30 to discuss comments and concerns.
5. MA22051 – Paradise Knolls PA2  
 \*Phasing – what is applicant responsible for constructing? Look at MA14115, City staff to research SP and conditions and provide direction.
6. MA22075 Limonite & Pacific  
 \*Octavio to provide direction to applicant.
7. Clay Street subdivision – several emails.  
 \*Applicant provided consolidated list of pending responses (8 items). Carolina to provide recommendations to Octavio.
8. JCFA for ER North (transportation fee).  
 \*City to setup meeting. Carolina available Tuesday and/or Thursday afternoon. Tuesday 8-9, Thursday 12-4, and Friday 8-12pm.
9. MA21180 (Burrtec) COA Requested by Planning  
 \*Carolina to work on COA for onsite. Octavio to provide conditions/recommendations from TIA.
10. **Annual Assessments** – Submittal to ACO [July 1<sup>st</sup> – August 20<sup>th</sup>; corrections by August 20<sup>th</sup>]
  - Need from City: Executed compliance letter, Executed cover letter, Authorized Personnel signatures per our mtg: Carolina (HRG), Vicki (City Clerk), Finance Director (Connie), City Engineer (Paul)
  - HRG to send City forms to be signed by 7/14/2022.
  - HRG will mail package to ACO in behalf of the City.
  - HRG will email required electronic files to ACO and cc: City staff for record keeping.

11. Special Tax applications and tentative dates for processing:

Record	Development Name	Assessment scope	Reports to City	CC Mtg. (1 <sup>st</sup> )	CC Mtg ( 2 <sup>nd</sup> )	Comments
CFD No. 2021-001	Golden West	O & M	7/14/2022	8/4/2022	9/15/2022	*Prioritize
Zone GG	Hacienda – Sequanota Partners	O & M	7/14/2022	8/4/2022	10/6/2022	*Prioritize
CFD No. 2022-002	Highpointe (ER- North)	O & M	TBD	TBD	TBD	Need plans. Need further information from City re:scope
CFD No. 2022-001	Appaloosa Springs	O & M	TBD	TBD	TBD	Need plans.
CFD No. PS 2022-003	Hacienda – Sequanota Partners	PS	7/14/2022	8/4/2022	10/2022	*Prioritize Keep base assessment per previous RMAs.
CFD No. PS 2022-004	Highpointe (ER- North)	PS	7/14/2022	8/18/2022	10/6/2022	Keep base assessment per previous RMAs.
CFD No. PS 2022-002	Appaloosa Springs	PS	7/14/2022	8/18/2022	10/6/2022	Keep base assessment per previous RMAs.

**Council Items:**

**Staff reports for July 21, 2022 Council meeting (Reports due July 7):**

1. Zone W PH (Hudson subdivision) Need update from applicant for status of ballots.
2. Zone FF PH (Montecito) Need update from applicant for status of ballots.
3. FINAL MAP – MONTECITO Mike Connor to email
4. FINAL MAP – FPM 37842 (ASH)  
Update for 8/4
5. DED21-010 – Hall Industrial dedications (Tentative) – HRG to send CC report to City

**Staff reports for August 4, 2022 Council meeting (Reports due July 21):**

1. FINAL MAP – FPM 37842 (ASH)  
Update for 8/4 – CC report done for 7/21
2. FINAL MAP – HUDSON
3. CFD No. 2021-001 ROI
4. Zone GG ROI [Sequanota]
5. CFD No. PS 2022-003 [Sequanota]

**Staff reports for August 18, 2022 Council meeting (Reports due August 4):**

1. FINAL MAP – HUDSON
2. CFD No. 2021-001 ROI
3. Zone GG [Sequanota]
4. CFD No. PS 2022-003 [Sequanota] ROI
5. CFD No. PS 2022-004 [Highpointe] ROI
6. CFD No. PS 2022-002 [Appaloosa Springs]
7. FINAL MAP (MP19-003) – 36827 (OPAL/Ridgewood) – NOT CONFIRMED

Exhibit showing weekly project review status for client.

**Description:** As part of our proactive approach initiative, the HR Green team provides a comprehensive project review and recognizes the larger engineering issues that need to be prioritize in order to not disrupt the project review. We coordinate with other departments and agencies (such as Riverside County Flood Control and Water Conservation District and Caltrans) in order to get an understanding of other agencies' requirements and begin the condition of approval and or mitigation of issues as soon as possible.



## City of Hemet

Planning Commission (PC)  
Comments/Conditions

Engineering Comments/Corrections  
[REDACTED] Quick Quack Carwash W Florida Ave  
Page 2 of 5

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CITY OF HEMET      445 EAST FLORIDA AVENUE, HEMET, CALIFORNIA 92543      (951) 765-2375

DATE: October 24, 2022

PC DATE: TBD

TO:                    Mina Morgan

FROM:                Mike Myers, PE; Engineering Consultant to Hemet

CONTACT INFO:    909-844-4846 [mmyers@hrgreen.com](mailto:mmyers@hrgreen.com)

SUBJECT:            [REDACTED] Quick Quack Carwash – North side W Florida Avenue, approximately 400 feet east of Cawston Avenue

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**The following comments and recommended Conditions of Approval may require additional discussion to determine the best and most efficient process. Additional comments may be included as staff collects additional information through these processes prior to scheduling for Planning Commission consideration.**

Application: By Joseph Cross, Cross Engineering Services (Lexington, SC) for a Site Development Review (SDR) to construct a new 3,596 sf carwash on a 1.59-acre vacant property located north side of W Florida Avenue approximately 400 feet east of the Cawston Avenue intersection.

APN: 448-250-005; Parcel 8, PM 10756; PMB 60/8-9

**GENERAL/INFORMATIONAL**

INFORMATION: The property as of 6/1/22 is owned by Hemet Quack 22 LLC, a Wyoming limited liability company as shown per grant deed Doc # 2022-0250439 recorded 6/1/22 in the County Recorder's Office.

INFORMATION: Site plan provides for a portion of the site to remain vacant and undeveloped. Potential use identified by applicant includes a future restaurant.

INFORMATION: This site is immediately adjacent to the west of a site (Parcel 9, PM 10756, PMB 60/8-9) that has applied to construct a Holiday Inn Express hotel. To the extent that that project is approved or under construction the City will require that the work of this project cooperate and coordinate with that project.

INFORMATION: The potential impacts of a recorded drainage easement granted to others over a portion of the project site (Parcel 8, PMB 60/8-9) do not appear to be appropriately addressed on the submitted Site Plan. Document #2011-0350369, recorded 8/10/2011, provides for use by others of the the northerly 50 feet of site for drainage purposes.

**ENGINEERING CONDITIONS**

1. PRIOR TO GRADING PERMIT or BUILDING PERMIT ISSUANCE: Easement(s) of record not shown on the plans shall be relinquished or relocated or easement holder shall provide written permission of its approval that the development does not interfere with its rights. Any portion of the site affected by easements of record, which cannot be relinquished or relocated, or written permission obtained from easement holder, may require that the site plan be redesigned and resubmitted for City review and re-approval.
2. PRIOR TO GRADING PERMIT ISSUANCE: Owner/Applicant shall submit plans prepared by a licensed Civil Engineer for the construction of Parkway Improvements along West Florida Avenue for approval of the City Engineer. Improvements shall include, but not be limited to, meandering sidewalk, streetlights, trails, and landscaping throughout the property's frontage and connect to the adjacent existing improvements at the west per plans approved by the City Engineer and Caltrans. To the extent that adjacent project easterly has constructed improvements this project shall join those improvements. Owner shall dedicate any additional right-of-way that may be required to install the improvements. All driveway approaches shall be per the City Standard Specifications for Public Works Construction, Section IV.2 Streets, driveways and standard C-210A. All parkway grades shall slope down at 2% from right-of-way line to top of curb.

Exhibit showing (partial) comprehensive response to first project review.

**From:** Mike Myers <mmyers@jurupavalley.org>  
**Sent:** Monday, August 1, 2022 3:02 PM  
**To:** [REDACTED]@RIVCO.ORG; [REDACTED]@RIVCO.ORG  
**Cc:** Steve Loriso <sloriso@jurupavalley.org>; Carolina Fernandez <cfernandez@jurupavalley.org>  
**Subject:** Jurupa Valley Dedication/Offer Dedication 59th St at Hudson

**CAUTION:** This email originated externally from the **Riverside County** email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

[REDACTED] for your help on the Rio Rd inquiry. Now another R/W matter. At the SWC of Hudson St and 59<sup>th</sup> St is APN 165-100-003, 5919 Hudson St (disregard label on attachments which states 5914 which is across from my interest). Assessor's record shows house was built in 1961. From my examination of a series of Goggle Earth images over time it appears that property owner disregarded the n'ly 30' feet of this property until 2019. See attached "5914 Hudson St - 2018 Google Maps.pdf" and then "5914 Hudson St - 2019" Google Maps". In these images the barren dirt extending from the drive approach in the lower right is on School District property (APN 165-100-030). A considerable time ago the owner (-003) established a block wall at 30' S of property line leaving this area detached from his use for decades. Only in 2019 did he enclose he area with chain link fence and plant a garden right up to the school district property. This appears suspiciously to me as if it may have been an area dedicated as an extension of 59<sup>th</sup> St to connect with Hudson. However, it does not appear so on the Assessor's map "5914 Hudson 2020 Overhead Map My County.pdf" (2020 aerial imagery). The City has an interest in extending 59<sup>th</sup> St to connect with a dedication exacted from a 28 lot subdivision (Tract 37052) immediately west of APN 165-100-003 over APN 165-100-027. Does the County have any information of an offer or irrevocable offer of dedication and perhaps an acceptance that Assessor may not have picked up? Any other history County might have regarding this property would also be appreciated as we move forward. Any questions please call. .... thanks, Mike, cell 909-844-4846

Mike Myers, PE  
City of Jurupa Valley

Exhibit (partial correspondence) showing coordination with Riverside County in behalf of City of Jurupa Valley.

**From:** Mike Myers <mmyers@jurupavalley.org>  
**Sent:** Wednesday, August 10, 2022 3:25 PM  
**To:** [REDACTED]@Lennar.com; Octavio Duran <oduran@jurupavalley.org>  
**Cc:** Carolina Fernandez <cfernandez@jurupavalley.org>; Joel Jimenez <jjimenez@jurupavalley.org>; Alan DeWitt <adewitt@jurupavalley.org>  
**Subject:** RE: [REDACTED] Improvement Bond Reduction

My recollection is that a lot line adjustment is required between the lots Lennar created on the map and the neighbors. See attached. This is more than getting signatures and recording documents. This involves the City. Please contact the Planning Department for a briefing on the necessary procedure to be followed. Or if you have an alternate procedure please advise.

The LLA process for this development was first required to be accomplished before the final map was approved. Through good faith discussion between Lennar and Planning Director it was agreed that the map could move forward to approval and recordation and Lennar would proceed expeditiously to effect LLAs. If a LLA is not accomplished with your neighbors, which requires their agreement and which Lennar at the time assured the City had been previously obtained, then it may be that it is necessary to effect LLAs with your new owners and as necessary relocate the tract boundary wall..

Let us know exactly where this stands. .... Thanks, mike.....

**From:** [REDACTED]@Lennar.com  
**Sent:** Tuesday, August 9, 2022 5:17 PM  
**To:** Mike Myers <mmyers@jurupavalley.org>; Octavio Duran <oduran@jurupavalley.org>  
**Cc:** Carolina Fernandez <cfernandez@jurupavalley.org>; Joel Jimenez <jjimenez@jurupavalley.org>; Alan DeWitt <adewitt@jurupavalley.org>  
**Subject:** RE: Shadow Rock - Improvement Bond Reduction

Hi Mike: The good news is, we sold those homes adjacent to the lots that needed to be decided. The better news is, we had created letter lots to dedicate to the neighboring homes and are working with them on getting them signed and recorded.

[REDACTED]  
Project Manager  
Lennar Homes - Inland Division

Exhibit showing coordination for bond releases with project stakeholders in behalf of City of Jurupa Valley.



Professional Services for Senior Engineer Consultant

► City of Moreno Valley



## Appendix—Additions or Exceptions to the City's Request for Proposal

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

As HR Green is currently under contract with the City, we are prepared to discuss these matters immediately upon selection and foresee a timely outcome.

For example:

Add the following sentence after Item 12 to clarify the professional standard of care. "The Consultant agrees to perform services with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality."

Section 20(c)(iii) to be removed from the agreement as it has been removed from all previous agreements with Moreno Valley.

Special Provisions Exhibit, we would like to modify the Hold Harmless and Indemnification language as follows:

**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~~ <sup>liabilities, damages, and costs to the extent caused by the</sup> vendor's (including vendor's employees, representatives, and subcontractors) <sup>negligent</sup> performance under this agreement, ~~excepting only~~ such claims, costs or liability which may arise out of the ~~sole~~ negligence or willful misconduct of City.



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# Professional Services for Senior Engineer Consultant

PROPOSAL COSTS FOR  
City of Moreno Valley

REVISED JUNE 7, 2023



## Steve Loriso, PE, QSD/QSP

1260 Corona Pointe Court, Suite 305  
Corona, CA 92879-5013

Direct 951.475.3619 + Mobile 909.630.2577

[sloriso@hrgreen.com](mailto:sloriso@hrgreen.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.

1	Program Manager Steve Loriso, PE, QSD/QSP	\$240
2	Assistant Program Manager, Carolina Fernandez, EIT	\$210
3	Senior Engineer Michael Myers, PE Desiree Flores, PE Derek Wieske, PE	\$200
4	Associate Engineer	\$150
5	Assistant Engineer	\$130
6	Management Analyst	\$125
7	Administrative Assistant	\$80

**Notes:**

- Other classifications are available based upon the needs of the agency.
- All general engineering tasks will be negotiated on a case by case basis using the hourly rates provided for personnel assigned to the contract.

Professional Reimbursement / Hourly and Overtime Rates: The hourly billing rates include the cost of salaries of the HR Green employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). All employees classified as “non-exempt” by the U.S. Department of Labor will be compensated at 1.5 times salary, as per state and Federal wage and hour for overtime hours. Billing rates will be calculated accordingly for overtime hours.

**Prevailing Wage:** Please note that for prevailing wage projects the total project cost can be higher than HR Green would otherwise charge. For prevailing wage projects, the billing rates for straight time will be as shown above in compliance with California law. Overtime, weekend, holiday, and other special pay rates defined by the State of California Department of Industrial Relations Group II “Construction Inspector and Field Soils and Materials Tester” will be multiples of the straight hourly rates shown. Overtime and Saturday work will be billed at 1.5 times that shown above. Sunday and State Holidays will be billed at 2.0 times that shown above.

The rates provided are based on the prevailing wage determination at the time of the proposal. In years marked with a double asterisk (\*\*) by the Department of Industrial Relations, the rates will be adjusted on the effective dates established by the State and pursuant to the pre-determined escalation rates.

**Continued on Next Page**

It is not anticipated or expected that the City will require the services or tasks identified below:.

- a. Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- b. Subconsultants and other outside services, if needed.
- c. Specific telecommunications and delivery charges.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.
- f. Mileage and vehicle costs directly related to agency services.
- g. Travel expenses (e.g., hotel, meals, transportation, etc.).

Travel on behalf of the City by HR Green staff will not be necessary.

Our hourly fees/rates shall remain effective through June 30, 2024 and may be adjusted annually thereafter as negotiated with and agreed to by the agency.

*The remainder of this page left intentionally blank.*



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## **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](mailto: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](mailto: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](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.

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