

## **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 **Ladayu Consulting Group**, a sole ownership, 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

**Ladayu Consulting Group**

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

TITLE: \_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

**EXHIBIT A**

CITY – REQUESTED SCOPE OF SERVICES

DRAFT

# City of Moreno Valley



## ***Request for Proposal***

**# 2023-008**

Professional Services for Senior Engineer Consultant  
Services

April 3, 2023

**Question Deadline:**

April 17, 2023, 2:00 pm, PST

**Proposal Due Date:**

April 28, 2023, 2:00 pm, PST

**Submit proposal online at:**

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

**Proposal Contact:**

Purchasingdivision@moval.org

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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.

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;"><b>Description of Service Performed/Personnel*</b></th> <th style="text-align: center; border-bottom: 1px solid black;"><b>Hours</b></th> <th style="text-align: center; border-bottom: 1px solid black;"><b>Rate</b></th> <th style="text-align: center; border-bottom: 1px solid black;"><b>Amount</b></th> </tr> </thead> <tbody> <tr> <td style="padding: 5px 0 5px 20px;">Senior Engineer                     John Smith</td> <td style="text-align: center; padding: 5px 0 5px 20px;">40.0</td> <td style="text-align: center; padding: 5px 0 5px 20px;">\$125.00</td> <td style="text-align: center; padding: 5px 0 5px 20px;">\$5,000.00</td> </tr> <tr> <td colspan="3" style="padding: 10px 0 10px 20px;"><b>Total Invoice</b></td> <td style="text-align: center; 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; border-bottom: 1px solid black;"><b>Billings to date:</b></th> <th style="text-align: center; border-bottom: 1px solid black;"><b>Current</b></th> <th style="text-align: center; border-bottom: 1px solid black;"><b>Prior</b></th> <th style="text-align: center; border-bottom: 1px solid black;"><b>Total</b></th> </tr> </thead> <tbody> <tr> <td style="padding: 5px 0 5px 20px;"><b>Total Billings</b></td> <td style="text-align: center; padding: 5px 0 5px 20px;">\$5,000.00</td> <td style="text-align: center; padding: 5px 0 5px 20px;">\$0.00</td> <td style="text-align: center; padding: 5px 0 5px 20px;">\$ 5,000.00</td> </tr> <tr> <td style="padding: 5px 0 5px 20px;"><b>Budget</b></td> <td></td> <td></td> <td style="text-align: center; padding: 5px 0 5px 20px;">\$ 50,000.00</td> </tr> <tr> <td style="padding: 5px 0 5px 20px;"><b>Remaining</b></td> <td></td> <td></td> <td style="text-align: center; padding: 5px 0 5px 20px;">\$ 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

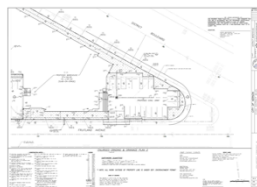
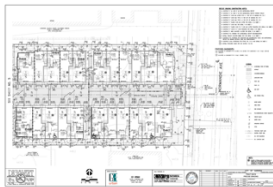
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April 28, 2023

## REQUEST FOR PROPOSAL

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



Prepared for:

By:



**City of Moreno Valley**  
14177 Frederick Street  
Moreno Valley, CA 92553  
Purchasingdivision@moval.org  
(951) 413-3130



**Ladaya Consulting Group**  
316 Tejon Place  
Palos Verdes Estates, CA 90274  
www.ladayucg.com  
(310) 968-7263



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April 28, 2023

**Melissa Walker, PE**  
Public Works Director/City Engineer  
City of Moreno Valley  
14177 Frederick St.  
Moreno Valley, CA 92552



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

Dear Ms. Walker,

Ladayu Consulting Group (LCG) is pleased to present our Proposal to provide the City of Moreno Valley for Professional Services for Senior Engineer Consultant Services.

We are proud of our reputation for providing thoughtful solutions that build thriving communities throughout California. Experienced in a wide range of municipal engineering services, our team of caring professionals serves our municipal clients through a tailored approach based upon client values and needs. We define ourselves by the strength of our relationships with the people that we work with and the people that we work for. Earning client trust and appreciation by exceeding expectations is our ultimate measure of success.

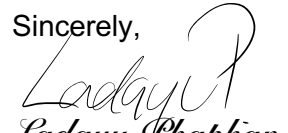
LCG has specialized in providing On-Call Engineering Services to California cities. The leadership and management team at LCG are individuals with the passion and personal desire to provide professional municipal engineering services. We only serve public agency clients, typically in a staff augmentation and project management role. We believe that our exclusive commitment to public agency clients is important since it allows us to avoid any real or perceived issues regarding conflicts of interests.

I will act as Principal-In-Charge for this engagement. As President of LCG, I am authorized to bind the firm to all commitments made in our proposal. LCG is a sole proprietorship and has been in business since 2015 and currently has 14 employees. I have authorized Dan Garcia to be the Main Point of Contact/Project Manager for the City of Moreno Valley. Kamran Sabre, PE, QSD/QSP will be the Senior Engineer for this assignment. Both he and Dan are among LCG's key personnel. Dan's contact information follows:

**Dan Garcia, PE, REA, CPP**

Ladayu Consulting Group (full legal company name)  
316 Tejon Place  
Palos Verdes Estates, CA 90274 (only company address)  
dgarcia@ladayucg.com | C: 310.968.7263

We appreciate the opportunity to present our qualifications (included in Proposal), experience and desire to provide these municipal services for your review and consideration. We will describe LCG's understanding of the scope of work in this proposal. We have also reviewed the standard form On-Call Professional Services Agreement and are ready to execute. Members of the LCG team are available to meet with you to discuss our proposal in more detail at your convenience. LCG ACKNOWLEDGES RECEIPT OF ANY ADDENDUMS, IF ISSUED, FOR THIS RFP.

Sincerely,  
  
*Ladayu Phaphan*  
Founder and President





## Section 2: Supplemental Company Information



The seamless integration of municipal service professionals in support of public agencies has been our purpose since **Ladayu Consulting Group (LCG)** was formed in 2015. LCG was founded by individuals with a passion for serving municipalities. Our employees span a multitude of disciplines within public works and engineering departments throughout California.

Since LCG was formed and founded in 2015 (in business 8 years), we have kept the same name and have grown steadily since then. Having survived the pandemic with the fluctuations in the number of employees since 2020 we are back to recovering many of the employees that we lost since that interruption. As far as LCG's philosophy, as mentioned in our cover letter, we only serve public agency clients, typically in a staff augmentation and project management role. We believe that our exclusive commitment to public agency clients is important since it allows us to avoid any real or perceived issues regarding conflicts of interests.

We are a sole proprietorship. Our legal name is Ladayu Consulting Group. LCG's Federal Employer Identification Number is 36-4967928. LCG's official business address and primary point of contact responsible for firm contractual actions and notify the City when the person assigned to the City has changed are as follows:

**Daniel R. Garcia, PE, REA, CPP (Owner)**

Ladayu Consulting Group (legal name)  
316 Tejon Place  
Palos Verdes Estates, CA 90274 (only company address)  
dgarcia@ladayucg.com | C: 310.968.7263

LCG's staff has held senior and executive management positions within numerous California cities including titles of Land Development Plan Checker, Civil/Private Development Plan Checker, City Engineer, Public Works Director and other well-seasoned management personnel. Our staff has signed many Final and Tentative Maps as City Engineer on behalf of cities. This depth of experience brings a high level of expertise and sensitivity towards community and special interest group issues. Our technical competence is a basis for our success. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

Our experience brings a high level of sensitivity towards community and special interest group issues. We value the importance of a focused approach that represents the interests of our public agency clients and reflects positively on the citizens they serve. We furnish both technical excellence and a thorough understanding of the regulatory process to assist our clients through the sometimes daunting complexities associated with the delivery of projects, implementation of important public programs and adoption of significant public policy.

LCG will be delighted to serve on this contract to the City of Moreno Valley for Professional Services for Senior Engineer Consultant Services if given the opportunity to do so.



## Section 3: Professional Team Assignments



**Ladayu Consulting Group (LCG)** has a diverse team of qualified professionals dedicated to providing ongoing municipal engineering consultant services to the California cities. LCG has served other cities in the same magnitude and nature as requested in this Request for Proposal (RFP) by the City of Moreno Valley and LCG would be delighted to extend the same services to the City of Moreno Valley.

The following LCG Key Personnel's relevant Professional Services for Senior Engineer Consultant Services experience is as follows. Actual biographies and resumes will follow.

**Daniel R. Garcia, PE, REA, CPP | Moreno Valley Main Point of Contact/Project Manager/QAQC** – Dan has served as Contract/Project Manager, and QA/QC in many public agencies throughout California. He is a Registered Civil Engineer, Registered Environmental Assessor and Certified Permitting Professional. Having worked in several jurisdictions throughout California including most recently the Cities of Compton, Rancho Palos Verdes, Wildomar, Maywood, Costa Mesa, Bell, Vernon and Norwalk. Dan has a history of accomplishment.

**Kamran Saber, PE, QSD, QSP | Senior Engineer** – Kamran has 35 years of experience in the civil engineering profession. His experience has included the management, oversight, evaluation, monitoring and participating in a multiple of complex projects, specifically in Land Development and Subdivision Map Act review. Having experience with several agencies as a plan's reviewer for civil plans, specifically related to grading/drainage, site development including water, streets, sewer and storm drain infrastructure, access improvements, and on-site hydrology and the requirements of the NPDES permits, to include SUSMP's, WQMP's, low impact development, and hydro-modification. Most recently, Kamran has served the cities of Wildomar, Perris, San Jacinto and various other cities in the Inland Empire.

**Oranos Mekwian | Associate Engineer** – Oranos has been a Project Engineer in Compton, Gardena and Maywood and assisted Dan with Private Development plan checks and Subdivision Map Act tasks in the Cities of Rancho Palos Verdes and Compton. She will support Dan and Kamran in serving the City of Moreno Valley, keep track of assignments and provide status of projects to the City.

All LCG's key team members are expected to remain in service until completion of the project and available to work during the duration of this contract.

### LCG Staff's Roles and Responsibilities

**Daniel R. Garcia, PE, REA, CPP | Moreno Valley Main Point of Contact, Project Manager, QA/QC**

- Provide communication between the City of Moreno Valley and Senior Engineer.
- Provide QA/QC oversight.



### **Kamran Saber, PE, QSD, QSP | Senior Engineer**

- Kamran's role and responsibility will be to manage, oversee, evaluate and monitor assigned land development projects; he will participate in plan check processes; reviews and checks various plans, legal documents and studies to ensure compliance with City standards; he will attend pre- construction meetings with developers, contractors and engineers and resolve construction-related problems; he will represent the division on Project Review Staff Committees and coordinate development projects with City staff and other agencies to provide feedback to developers; he will meet with developers to discuss land development projects; he will review development projects and prepare, modify, clarify and update written comments and conditions of approval; he will represent the division at Planning Commission meetings and answers questions regarding development projects; he will interpret conditions of approval for the public; he will recommend approval for building permits and certificates of occupancy; he will review developer supporting documentation and calculate development impact fee credits, refunds or reimbursements.
- Kamran will also 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; he will provide recommendations for acceptable alternative solutions to design errors and other issues; he will monitor work for conformance with plans and conditions of approval; he will assess, identify, and facilitate complete resolution of non-compliance issues.
- Kamran will coordinate project activities with other City departments, divisions, and external agencies.
- Kamran will inspect project sites to ensure compliance with project conditions of approval and City policies and resolve issues.
- Kamran will prepare and update a variety of complex and technical engineering project documentation, project plans and conditions of approval.
- Kamran will analyze and respond to requests for information and complaints from other public and governmental agencies, community and business groups, citizens, the media, and the public.

### **Oranos Mekwian | Associate Engineer**

- Keep track of assignments and provide status of projects.
- Send monthly invoices to the city.

### **LCG's Proposed Senior Engineer Knowledge and Abilities**

#### **As LCG's proposed senior engineer, Kamran Saber, has 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.

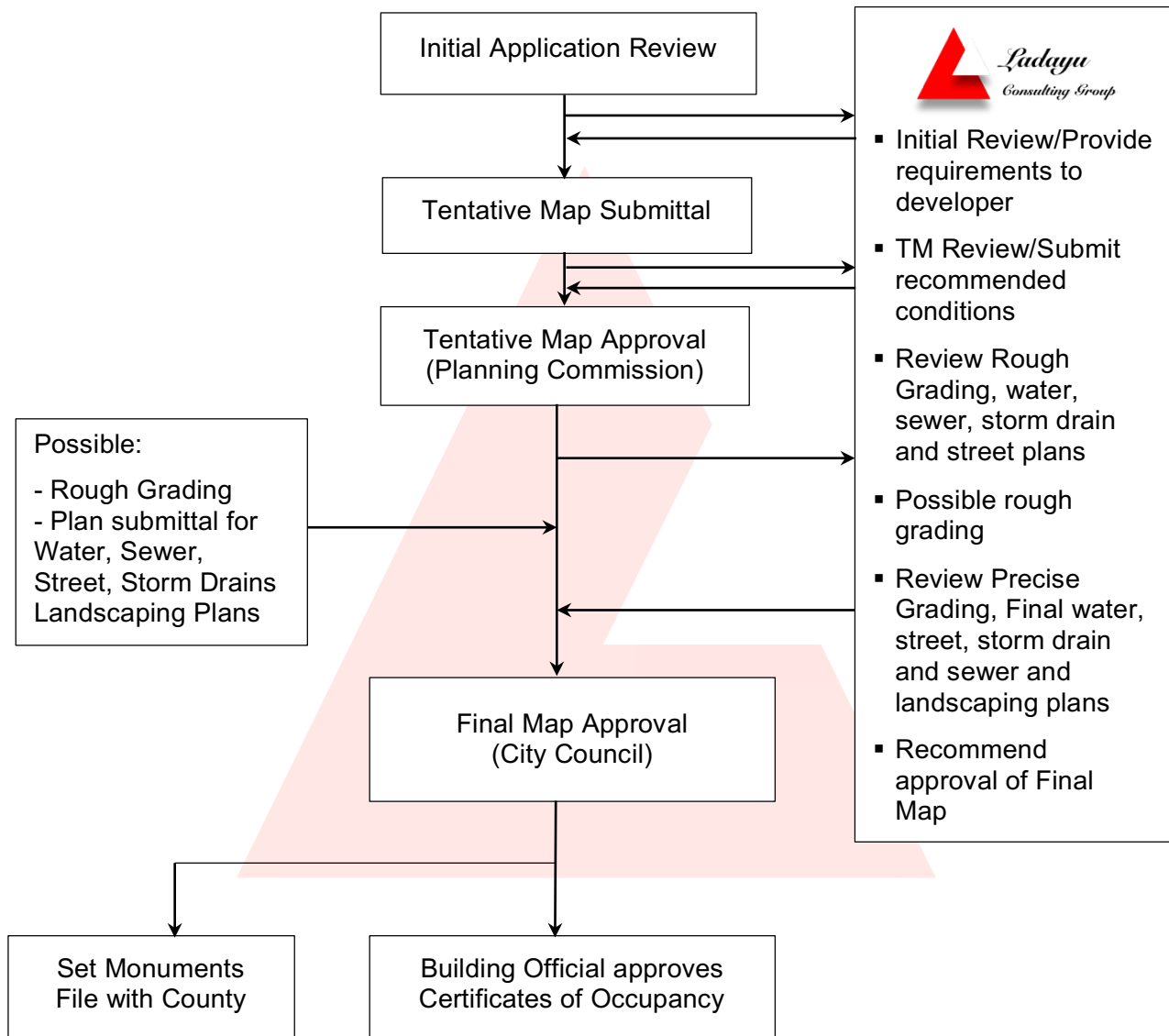
**Kamran Saber has the ability to:**

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.

With Kamran Saber, PE, QSD/QSP, the City of Moreno Valley will have the most experience and qualified Senior Engineer to perform land development engineering services for your City.



In administering Private Development, LCG and Kamran assumes that the City of Moreno Valley has a similar program how it works in the city based on several cities he has worked for:



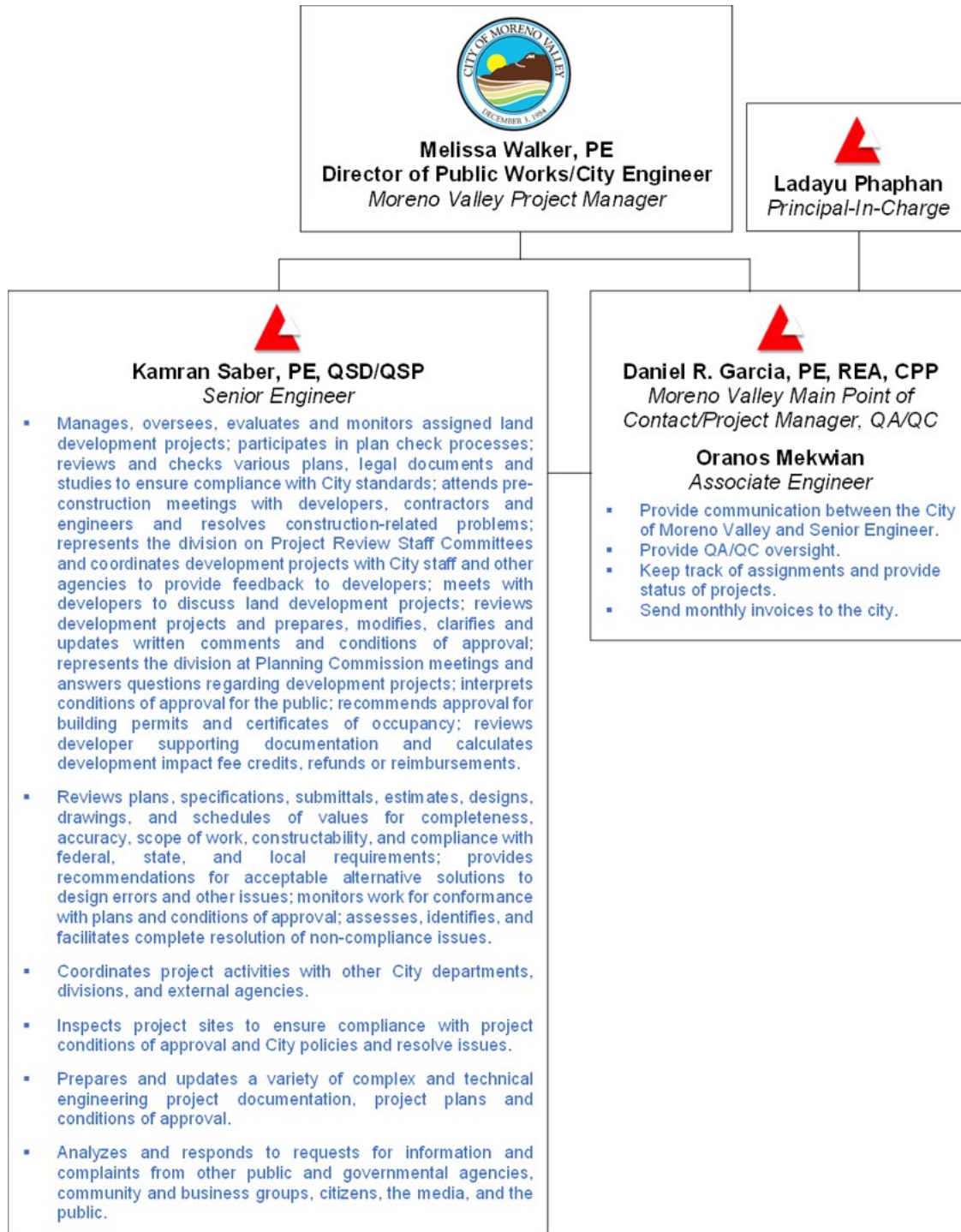
**Typical City Private Development Process**

**Plan Check turnaround times:**

- Initial Plan Checks will be returned in 10 business days
- Second Plan Checks will be returned in 5 business days
- Subsequent Plan Checks will be returned withing 2 business days.



All communication on this contract will follow the following Organization Chart:



**Moreno Valley Team Organization Chart**



*Ladayu*  
Consulting Group

[www.ladayucg.com](http://www.ladayucg.com)  
[dgarcia@ladayucg.com](mailto:dgarcia@ladayucg.com)

**EXPERTISE**

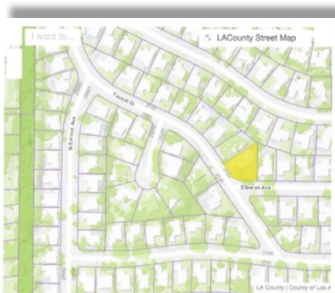
Civil Plan Check Engineer  
Land Development/Subdivisions  
Subdivision Map Act  
Sewer/Storm Drain Compliance  
CIP/Project Management  
City Engineering Advisor

**EDUCATION**

Bachelor of Science in Civil  
Engineering, CSULB  
  
Masters in Public Administration,  
CSULB

**REGISTRATIONS**

CA Registered Professional Civil  
Engineer | 45710  
  
Registered Environmental  
Assessor | 5640 Cal-EPA  
  
Certified Permitting Professional  
D11308 SCAQMD



**Daniel R. Garcia, PE, REA, CPP**  
Moreno Valley Main Point of Contact |  
Project Manager | QAQC

Dan is a licensed civil engineer with extensive City Engineering and Public Works experience including Civil Plan Checking and Private Development/ Subdivision Map Act expertise. He has served in senior executive management engineering and public works positions from the Cities of Compton, Maywood, Costa Mesa, Norwalk, Wildomar, Culver City, Solvang, Novato to the City of Los Angeles. Dan brings to every city his expertise in the areas of Civil Plan Review and Private Development/ Subdivision Map Act, including Tracts, Parcel Maps, Lot Line Adjustments, grading, infrastructure review such as streets, storm drain and sewers plan checks that would include Water Quality Management Plan (WQMP) and any relevant Subdivision Map Act services.

**RECENT RELAVANT EXPERIENCE**

**City Engineer Advisor/Private Development Plan Checker | Rancho Palos Verdes**

As a City Engineer Advisor, Dan signed as City Engineer for subdivisions for the Community Development Department and was responsible for assisting the City with reviewing/approving several private developments such as vesting tentative maps, tracts, parcel maps, lot line adjustments, certificate of compliances, lot mergers and new address assignments.

**City Engineer Advisor | Compton**

As a City Engineer Advisor Dan was responsible for assisting the City with reviewing/approving several private developments such as street vacations, grading plan checks, civil review of private and CIP streets, storm drain and sewer plans and signed both Subdivision plans as well as infrastructure plans as City Engineer for Compton.

**Development Review Services | City of Wildomar**

For Wildomar, Dan provided review of Civil Plan Review and Private Development/Subdivision Map Act tasks. He reviewed tract and parcel maps, grading/drainage plans, infrastructure plans including water, sewer, storm drain and streets, SWPPP, WQMP, hydrology and soils reports to assure those cities that the projects were in compliance with the Subdivision Map Act tasks.



*Ladayu*  
Consulting Group



*Ladayu*  
Consulting Group

[www.ladayucg.com](http://www.ladayucg.com)

[ksaber@ladayucg.com](mailto:ksaber@ladayucg.com)

#### EXPERTISE

Land Development/Subdivisions  
Low Impact Development  
Drainage/Hydrology (LID)  
CIP/Project Management  
Construction Bid and Award Process

#### EDUCATION

Master of Science in Civil Engineering,  
CSUS  
Polytechnic Tehran  
BS Civil Engineering

#### REGISTRATIONS

CA Registered Professional Civil  
Engineer | 47567  
QSD/QSP | 24012



## Kamran Saber, PE, QSD, QSP Senior Engineer

Kamran has over 35 years of experience in the civil engineering profession. His experience has included the management, oversight, evaluation, monitoring and participating in a multiple of complex projects, specifically in Land Development and Subdivision Map Act review. Having experience with several agencies as a plan's reviewer for civil plans, specifically related to grading/drainage, site development including water, streets, sewer and storm drain infrastructure, access improvements, and on-site hydrology and the requirements of the NPDES permits, to include SUSMP's, WQMP's, low impact development, and hydro-modification.

#### RECENT RELEVANT EXPERIENCE

##### Project Manager | City of Wildomar

Kamran provided plan check of drainage and grading plans, demolition plans, and both on-site and off-site civil engineering plans, to include street, storm drain, sewer & water improvements, as well as NPDES, WQMP's, and hydrology reviews for KB Homes (Summerhill - 70 SFR).

##### Project Manager | City of Perris

Kamran provided review of tracts, grading, civil (street, storm drain, sewer, etc.). Hydrology Report/WQMP review for various private development projects for IDI Logistics north and south (3.6 M SF Industrial), IDI Logistics Rider II & IV warehouses 800 & 700 SF, respectively, Prologis PM 38259, Green Valley Specific Plan (Residential) Tracts 37722, 37262, 37816, 38410, 36989, 36988, 37817 and 37818 and Waypoint Commerce Center (Commercial) TPM 38588 and Walmart Fuel Station (Perris Blvd.) in the City of Perris. This included review of Private Development/ Subdivision Map Act plan checking.

##### Project Manager/Plan Reviewer | City of San Jacinto

Kamran provided review/plan checking for Esplanade Specific Plan, LGI Homes TTM 32955, Magnet Shopping Center PM 32955, Tolloch Holdings Homes TTM 38339, Kasbergen Development (mixed low and med. density) Tr 34271, Warren Foothill Specific Plan TTM 38365, Quail Ranch Estate Tr 33249 and Ranch Esudilo TPM 38359.

##### Land Development | Various Inland Empire Cities

Plan, organize, direct, manage, and participate in the development, review, and approval of engineering and land development activities including, all aspects of the development of infrastructure/capital improvements, permitting, and conditioning new development; provide professional engineering support involving research, planning, design, and construction of various land development, infrastructure planning, and engineering projects.



[www.ladayucg.com](http://www.ladayucg.com)  
[omekwian@ladayucg.com](mailto:omekwian@ladayucg.com)

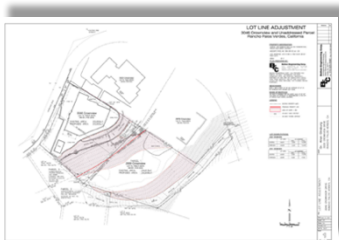
#### EXPERTISE

Private Development Plan Check  
Civil Plan Check  
Sewer/Storm Drain Compliance  
CIP/Project Management  
Land Development/Subdivisions  
Industrial Chemistry  
Biological Processes  
Report Writing

#### EDUCATION

Masters in Industrial Chemistry,  
King Mongkut's University of  
Technology, Thonburi, Thailand

Bachelor of Science in  
Biotechnology, Khon Kean  
University Thailand



## Oranos Mekwian

### Associate Engineer

Oranos has extensive experience in Private Development and Civil Plan Checking. She has plan checked projects in several cities including the Cities of Compton, Maywood, Vernon, Inglewood, Wildomar, Gardena, Marin County and many others.

#### RECENT RELAVANT EXPERIENCE

##### Plan Checker/Assistant Project Engineer | City of Compton

As a Plan Reviewer, Oranos is responsible for assisting the City with numerous public and private development plan review projects including plan check of drainage and grading plans, demolition plans, and both on-site and off-site civil engineering plans, to include street, storm drain, sewer & water improvements, as well as NPDES, Low Impact Development (LID), and hydrology reviews for the City of Compton.

##### Plan Checker | City of Vernon

Oranos plan checked several improvement plans in the City of Vernon including grading, street, sewer, storm drain, water, erosion control plan, SWPPP, and LID. Among the projects she checked are the 5000 Fruitland Avenue Development, 4423 District Boulevard Storm Water Pollution Prevention Plan (SWPPP), 3430 E. 26th Street, 5607 Santa Fe Avenue improvements (grading & infrastructure), 3270 Washington Boulevard and many others. She will be an asset to the City of Moreno Valley with her plan checking experience.

##### Plan Checker | Marin County

Oranos plan checked the development at 27 Bayview Drive in Marin County which included grading and onsite utilities.

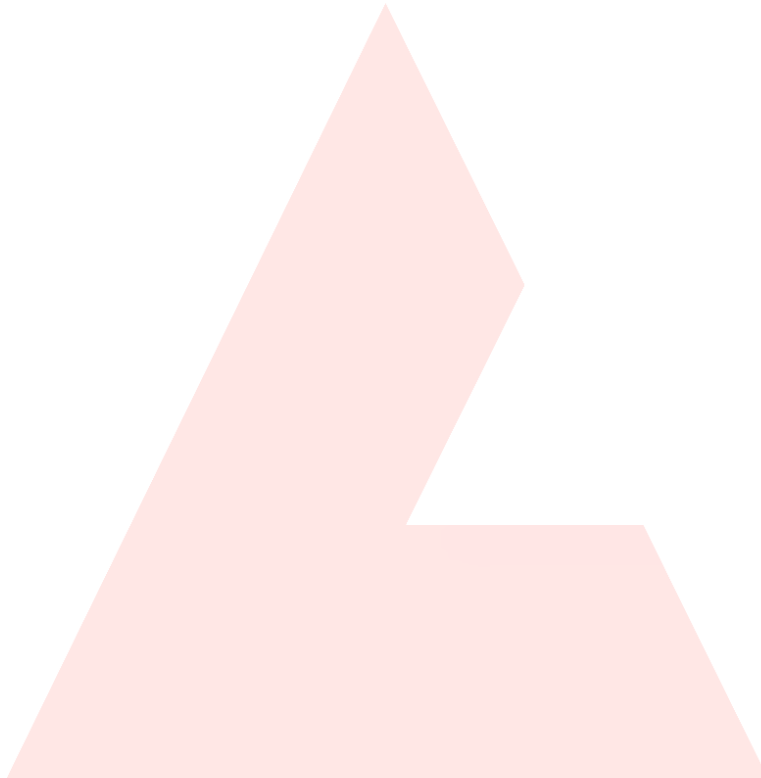
##### Associate Engineer | City of Maywood

In reaching compliance with the Los Angeles Regional Water Quality Control Board (LARWQCB), Oranos was instrumental in developing a Sewer Service Charge, assembling a Geographic Information System (GIS) map documenting the problem areas of sanitary sewers for CIP replacement/repair for presentation to the LARWQCB staff and achieving relief for that city from fines that might have been imposed for their 9 Notice of Violations.



## Section 4: Proposal Costs

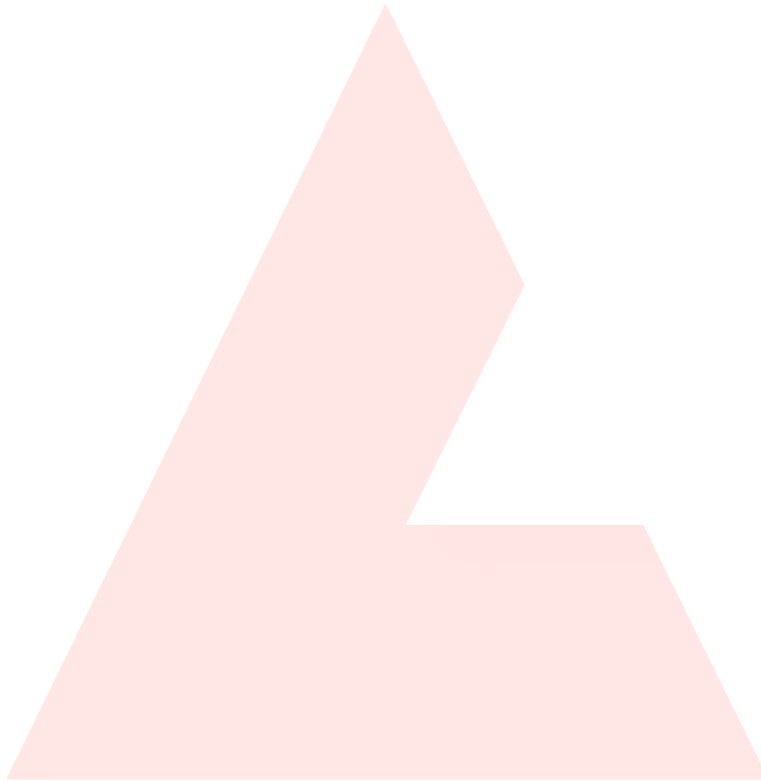
The Cost Proposal is submitted separately.





## Section 5: Response Template

Response to the City's questions in City-provided Response Template will show in the following page:



**Attachment A: Required Response Template**

**Ladayu Consulting Group**

---

(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.

**Ladayu Consulting Group**  
316 Tejon Place  
Palos Verdes Estates, CA 90274  
(310) 968-7263  
(no fax number)  
info@ladayucg.com or dgarcia@ladayucg.com  
www.ladayucg.com

- B. Prior company names (if any) and years in business; mergers, buyouts, etc.  
N/A - No prior company names.

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

- D. Names and titles of the principal owner(s).  
Ladayu Phaphan, President  
Dan Garcia, Vice President

- E. Person(s) authorized to make commitments for your company.  
Ladayu Phaphan, President  
Dan Garcia, Vice President

- F. Company history, experience, years in business for current company name.  
Ladayu Consulting Group (LCG) has been in business for 8 years (since 2015). Since its founding, LCG has been serving only public agencies in a project management or staff augmentation role in the capacity of Municipal Services including City Engineer, Public Works Director, Civil and Private Development Plan Checking, Project and Program Management, etc.

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

LCG has averaged approximately \$150,000 in the last three fiscal years.

H. Tax ID number.

36-4967928

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

Ladayu Consulting Group provides a host of services to cities including:

- ◆ Land Development/Subdivision Map Act (includes tracts, parcel maps, vesting, etc.)
- ◆ Civil/Private Development Plan Review Services (includes grading, streets, storm drains, sewers, erosion control, hydrology and hydraulic calculation review, WQMP, etc.)
- ◆ Landscape Architect
- ◆ City Engineering
- ◆ Public Works Management
- ◆ Project and Program Management
- ◆ Construction Management/ Public Works Inspection
- ◆ Traffic Engineering
- ◆ Sewer and Storm Drain Compliance
- ◆ Park Management

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

Currently LCG serves 4 governmental agencies.

Past government agencies: 1

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

As you can see on LCG's employee's resumes, most employees are registered civil engineers, traffic engineers landscape architects and land surveyors in addition to certified public works qualifications for a variety of disciplines, certified construction managers/inspectors, etc.

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

LCG has not had any contracts terminated for cause, or has 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.

Ladayu Phaphan, President  
Dan Garcia, Vice President

B. Team to be assigned for these services.

Kamran Saber, PE, QSD/QSP

- C. Qualifications of specific individuals who will work on the project.  
Kamran is very qualified with over 35 years of experience in land development and civil project management/plan checking. (see resume)
- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.  
Based on the description of this RFP, Kamran will be involved 100% of his time on this project.
- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.  
Kamran Saber, PE, QSD/QSP, Senior Engineer (see resume)
- F. Current number of employees: full-time and part-time employees.  
5 full-time employees, 9 part-time employees
- G. Annual turnover rate of staff.  
LCG has a 0 (zero) percent annual turnover rate of staff.
- H. Facilities that would be utilized to perform the required work.  
LCG has its own office that can be utilized to perform the required work yet by the description in this RFP, it appears that the work is required to be performed onsite at the City of Moreno Valley.
- I. Equipment that would be utilized to perform the required work.  
LCG can provide all equipment that would be utilized to perform the required work.

**II. 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.  
LCG has performing these specific tasks as outlined in the RFP since its founding in 2015. Kamran has the ability to provide this service to the City of Moreno Valley.
- B. Reasonableness of your fee to do the work.  
Kamran's fee is normally \$180/hour for City Engineering services but since this assignment is for Project Management of Land Development, LCG felt that a reasonable rate would be \$160/hour for this assignment and amenable to the City of Moreno Valley based on market rates for this service.
- C. Current resources to meet or better all task and timeline requirements herein.  
LCG possesses additional 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.  
LCG possesses 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?  
 LCG could provide additional, trained staff if requested by the City for additional work beyond the original scope of services relatively immediately.
- F. How quickly can you begin providing services if awarded the contract?  
 Kamran is available relatively immediately.
- G. Details of any improvement or upgrades your firm has designed or implemented.  
 LCG uses the state-of-the-art hardware and software as well as keep a well-trained staff. LCG us continually improving and learning.

**IV. Demonstrated and Technical Experience**

Please describe your company's:

- A. Demonstrated record of success on work previously performed.  
 LCG has a demonstrated record of success on work previously performed and similar to the work being requested by this RFP. Since LCG's founding in 2015, LCG has been advising Cities for City Engineering and Public Works Management or Project Managing or Program Managing projects and programs to assist with the delivery of Capital Improvement Projects and Private Development for cities.
- B. Specific method and techniques to be employed on the project or problem.  
 LCG provides the most qualified and experience project engineers such as Kamran Saber for this assignment of Senior Engineer to provide the City of Moreno Valley with private development advice, plan checking, and skill necessary to deliver these projects. Kamran is a professional civil engineer, QSD/QSP for storm water decisions. He has over 35 years of experience in the Civil Engineering profession.

**IV. 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 will you schedule professional and staff to ensure milestones and deadlines are met?  
 Kamran is very timely and professional and can ensure milestones and deadlines are met. Typically, on plan check, LCG uses 10 working days for a first check, 5 working days for the second check and 2 working days for subsequent plan checks if needed.
- B. Provide required response time to the urgent service requests.  
 If the occasion arises where response time to an urgent service request is required, Kamran will have the ability to reschedule his work assignments to address such issues. If additional LCG resources are necessary, Dan Garcia, LCG Project Manager, will request these resources be added to the contract if necessary from the Moreno Valley Project/Contract Manager.

- 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.

Kamran will have the authority to re-arrange his schedule to address the most important issues to adapt to whatever situation that the City of Moreno Valley encounters. If additional LCG resources are necessary, Dan Garcia, LCG Project Manager, will request these resources be added to the contract if necessary from the Moreno Valley Project/Contract Manager.

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

LCG believes that with the assignment of Kamran Saber to fill this Senior Engineer position in the City of Moreno Valley will be the best fit and will address all of the needs of the scope of work of this RFP.

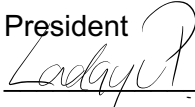
**Submitted by:**

Company Name: Ladayu Consulting Group

Contact Name: Ladayu Phaphan

Title: President

Signature:



Email: [ladayu@ladayucg.com](mailto:ladayu@ladayucg.com)

Phone: (310) 968-7263

Date: April 28, 2023



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

### Statements

1. This RFP shall be incorporated in its entirety as a part of the LCG's Proposal.
2. This RFP and the LCG's Proposal will jointly become part of the Agreement for Project Related Services for this project when said Agreement is fully executed by the LCG and the City of Moreno Valley.
3. LCG's Services to be provided, and fees, therefore, will be in accordance with the City's RFP except as otherwise specified in the LCG'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 LCG's Proposal is contingent and which shall take precedent over this RFP.
5. This Proposal shall serve as a statement of qualifications applicable to this project including the names, qualifications and proposed duties of the LCG'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 LCG's staff should become unavailable, LCG may substitute other staff of at least equal competence only after prior written approval by the City.
6. LCG 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. LCG acknowledges and understands that LCG will provide a qualified senior engineer in the event of the primary senior engineer is not able to perform the requested services.
8. LCG 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. LCG's hourly rate schedule (which is to be included in the Cost Proposal as required below) is part of the LCG's Proposal.
10. LCG will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
11. All federal laws and regulations shall be adhered to LCG 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. LCG 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. LCG 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. LCG 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. LCG 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 LCG, without further acknowledgment by the parties.

A handwritten signature in black ink that reads "Ladayu Phaphan".

Ladayu Phaphan, President

April 28, 2023

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: **Ladayu Consulting Group**  
SIGNATURE: \_\_\_\_\_  
PRINT NAME: **Ladayu Phaphan**  
TITLE: **President**

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

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

Please explain any of the checked items:

**LCG takes no exceptions to the language in this RFP**

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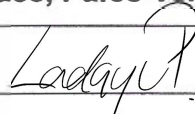
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Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: Ladayu Consulting Group DATE: April 28, 2023

BUSINESS ADDRESS: 316 Tejon Place, Palos Verdes Estates, CA 90274

SIGNATURE OF REPRESENTATIVE:



BY: Ladayu Phaphan

TITLE: President

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

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(CONTINUED ON NEXT PAGE)

**Attachment C: Client References**

Ladaya Consulting Group

1. Client's Company Name:	City of Compton
Client Address:	205 South Willowbrook Avenue, Compton, CA 90220
Contact's Name:	John Strickland
Contact's Title:	Public Works/Engineering Project Manager
Contact's Telephone & FAX:	(310)761-1422
Contact's Email:	jstrickland@comptoncity.org
Scope of Services/Products Provided:	Full-service Engineering Services including City Engineering Advisor, Subdivision/Grading Plans Review, Construction Management
Project Completion Date & Value:	2021-2022, Contract Value is based on hourly as-needed services
2. Client's Company Name:	City of Rancho Palos Verdes
Client Address:	30940 Hawthorne Blvd., Rancho Palos Verdes, CA 90275
Contact's Name:	Octavio Silva
Contact's Title:	Deputy Community Development Director
Contact's Telephone & FAX:	(310)544-5234
Contact's Email:	octavios@rpvca.gov
Scope of Services/Products Provided:	City Engineer, Land Development (Subdivisions/Lot Merger/Lot Line Adjustment/Certificate of Compliance Review)
Project Completion Date & Value:	2019-2021, Contract Value is based on hourly as-needed services
3. Client's Company Name:	City of Vernon
Client Address:	4305 Santa Fe Avenue, Vernon, CA 90058
Contact's Name:	Lissette Melendez
Contact's Title:	Plan Check Manager
Contact's Telephone & FAX:	(323)583-8811
Contact's Email:	lmelendez@ci.vernon.ca.us
Scope of Services/Products Provided:	Civil Plans Review (Grading, Street, Storm Drain, Sewer, SWPPP, LID, Signing&Striping, Hydrology and Soils Report)
Project Completion Date & Value:	2018-2020, Contract Value is based on hourly as-needed services
4. Client's Company Name:	City of Wildomar
Client Address:	23873 Clinton Keith Road Suite 201, Wildomar, CA 92595
Contact's Name:	Dan York
Contact's Title:	Public Works Director/City Manager
Contact's Telephone & FAX:	23873 Clinton Keith Road Suite 201, Wildomar, CA 92595
Contact's Email:	(951)677-7751 ext. 209
Scope of Services/Products Provided:	Land Development and Civil Plans Review (Subdivision, Grading/Street/Storm Drain/Sewer Plans Review, WQMP, Hydrology, Soils Report)
Project Completion Date & Value:	2017-2020, Contract Value is based on hourly as-needed services

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 Los Angeles  
(the County of the place of business)

Daniel R Garcia, 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)

Ladayu Consulting Group, 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: Daniel R Garcia  
(name of the person signing this form)

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

Notary is required for this bid.

# JURAT

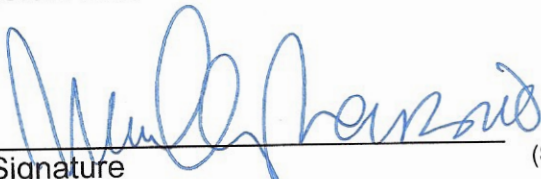
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 24 day of April,  
2023 by Daniel R. Garcia

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

  
Signature (Seal)



## OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
Additional information

## INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.



## Attachment E: Sample Invoice



Remit to:  
**Ladayu Consulting Group**  
 316 Tejon Place  
 Palos Verdes Estates, CA 90274

Invoice Date: 0 [REDACTED]  
 Invoice ID: [REDACTED]

Direct questions to:  
 Cranos Mekwian  
 omekwian@ladayucg.com

### Compton

Bill to:  
**Compton**  
 Attention J [REDACTED] and, Project Manager  
 205 South Willowbrook Avenue  
 Compton, CA 90220

Professional services for the period July 1 through July 31, 2022

Project	Total
HSIP-Highway Safety Improvement Program	\$160.00
<b>Invoice Total</b>	<b>\$160.00</b>

Budget	\$25,000.00
Previously Billed	\$24,830.00
<b>Budget Remaining</b>	<b>\$10.00</b>
Paid to Date	\$24,830.00
<b>Total Due</b>	<b>\$160.00</b>

#### HSIP-Highway Safety Improvement Program

Person	Title	Week	Hours	Rate	Total
Dan Garcia	Project Manager	7/16/2022	1	\$160.00	\$160.00

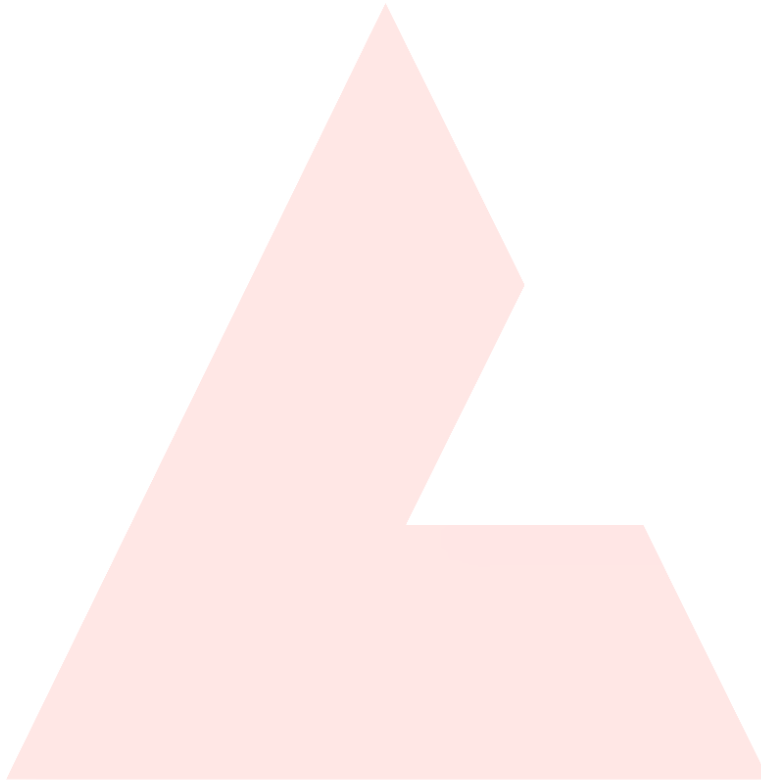
notes: JMD Meeting on Compton Blvd.

<b>Labor</b>	<b>1</b>	<b>\$160.00</b>
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## Section 7: Work Sample

The sample of LCG's plan review comments letter for plan checking project will show as the following plan review comments letter:



November xx, xxxx

**CITY OF VERNON - FIRST REVIEW**

Permit No: xxx  
LCG No.: VERxx-xxx



City of Vernon  
Public Works Department

4305 S. Santa Fe Ave.  
Vernon, CA 90058

**Plan Review:** Grading and Drainage Plan  
**Address:** [REDACTED], Vernon, CA 90058

Ladayu Consulting Group has completed a **first code compliance review** of the following documents on behalf of the **City of Vernon:**

1. Drawings:
  - a. C-1 through C-4 dated 8/21/2020 by Cal Land Engineering, Inc.
  - b. L-1 through L-1 dated 8/21/2020 by Cal Land Engineering, Inc.
2. Geotechnical Investigation dated 03/17/2020 by Quarteck Consultants.
3. Miscellaneous Documents:
  - a. Hydraulic Calculations dated 8/21/2020 by Cal Land Engineering, Inc.
  - b. Low Impact Development Plan dated 7/02/2020 by Cal Land Engineering, Inc.

Please submit an itemized response letter and two (2) copies **complete and revised** documents with all revisions clouded directly to the Vernon Building Department. **Plan review comments follow on the attached list.**

Sincerely,

**Ladayu Consulting Group**

Daniel R. Garcia, PE, REA, CPP  
Civil Engineer



### **GENERAL COMMENTS:**

- G1. Please respond in writing to each plan review comment by marking this comment list or creating a response letter. Indicate which detail, specification, or calculation shows the requested information. At minimum, the following should be included with each plan review response:
- Page / sheet number(s), detail / specification number(s), etc., and include all applicable code section(s).
  - Briefly explain in writing how the design is intended to comply with the applicable code sections.
  - Please provide a narrative of revisions made outside the plan review comments.

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

- G1. Please be sure to include on the re-submittal the architect's and /or engineer's stamp, signature, date of signature, and registration number on all sheets of plans.

### **PLAN REVIEW COMMENTS:**

**CIVIL:** [Dan Garcia; [dgarcia@ladayucg.com](mailto:dgarcia@ladayucg.com); 310-968-7263]

- G1: Provide a haul route for this project.
- G2: Provide an Onsite Signing and Striping Plan.
- G3: Provide an Onsite Utility Plan.

### **Sheet C-1 Grading and Drainage Plan**

- C1: Entitle "Title Sheet" in the title block.
- C2: Add this following note to Grading notes;
1. All Property corners shall be clearly delineated in the field prior to commencement of any construction/grading and shown on grading plan.
  2. The contractor shall notify Building and Safety at least 24 hours in advance to request finished lot grade and drainage inspection. This inspection must be approved prior to building permit final inspection for each lot.
  3. Compacted fill to support any structures shall comply with section 1803.5. CBC Projects without preliminary soils report shall have detailed specifications satisfying the requirements in section 1803.5 CBC prepared by the EOR.
  4. The contractor shall notify Underground Service Alert two days prior to digging at [www.digalert.org](http://www.digalert.org) or call 811.
  5. Drainage across the property line shall not exceed that which existed prior to grading. Excess or concentrated drainage shall be contained on site or directed to an approved drainage facility.

6. During rough grading operations and prior to construction of permanent drainage structures, temporary drainage control (Best Management Practices, BMP's) shall be provided to prevent ponding water and damage to adjacent properties.
7. Dust shall be controlled by watering or other approved methods.
8. A registered Civil Engineer shall prepare final compaction report/grading report and it shall be submitted for review and approval. The report shall also provide building foundation design parameters including allowable soil pressures, expansion index and remedial measures if  $EI > 20$ , water soluble sulfate content, corrosively and remedial measures if necessary.
9. Except for non-tract single residential lot grading, the compaction report shall include the special inspection verifications listed in Table 1704.7 of the California Building Code.
10. A registered Civil Engineer shall submit to Building and Safety written certification of completion of grading in accordance with the approved grading plan prior to requesting inspection and issuance of the building permit. Certification shall include line grade, surface drainage, elevation, and location of permitted grading on the lot.

C3: Delineate Surveyors names, license numbers, name and date of survey and company information.

C4: Provide a statement by the Engineer of Record that all easements shown on this plan are based on \_\_\_\_\_ (title report?).

C5: Provide a Basis of Bearing (and repeat on all applicable sheets).

C6: Provide the Utility contact information include the names and phone numbers of persons representing those companies/agencies construction operations for this project.

C7: Provide the Sheet Index showing the sheet title and sheet number of each sheet.

### **Sheet C-2 Grading and Drainage Plan**

C8: Repeat the "Grading and Drainage Plan" title in the title block.

C9: Repeat a recorded and referenced basis of bearing on this sheet.

C10: Darken the property lines and add symbol in legend.

C11: Delineate the limits of grading and indicate symbol in legend.

C12: It is difficult to read a bearing and distance on the west of the property, please clearly label. Move the bearing and distance on Everett Avenue so that it is legible.

C13: For Construction Note 14 provide a detail for each of the two driveways showing the TC/FL/BW/FS elevations around both of the driveway installations. Indicate width of driveways or provide stations for the limits of installation.

C14: For the work in Everett Avenue and District Boulevard, delineate that this is being done by a separate encroachment permit and delineate the permit number on this sheet.

C15: Delineate any found or set monuments or mechanisms for the property boundary to be readily retraced.

- C16: Delineate all easements for this property on this plan and that they are based on \_\_\_\_\_ (title report?).
- C17: Delineate name, address and phone number of Soils Engineer and Signature block for him/her to sign on this sheet.
- C18: For the adjacent property on the east and north of the property in question, please indicate the property information (APN's will be sufficient).
- C19: Delineate finished floor elevations of nearby buildings on adjacent properties if available.
- C20: Will there be any sewer (or any other utility requiring trenching) installed in this construction? Please delineate and detail.
- C21: For the Construction notes #15 proposed retaining wall, please delineate that this is being done by a separate building permit and delineate the permit numbers on this sheet.
- C22: Haul route-off site plan shall be submitted for review.
- C23: For the driveways being removed at Sta. 0+81.86 and 1+42.89 on Everette Avenue provide details delineating the new TC/FL/BW/FS elevations. Indicate width of driveways or provide stations for the limits of the curb and gutter and sidewalk installation.
- C24: Provide a distance from the northwest property corner to the 6' SCE Easement along the northerly property line.
- C25: For the construction note 25 in Everette Avenue provide the reference to the Fire Water Plans for this installation.
- C26: For the construction note 26 provide a detail on how this backflow will be placed on the sidewalk.
- C27: Provide FS elevations around the transformer and the trash enclosure at the northwest driveway.
- C28: For construction note 9 provide the 9/2/2020 Addendum Soil Report and a detail showing the driveway section with fibermesh, 8" concrete, base and compaction for this installation. Provide thickness for base and where the placement of the fibermesh should be.
- C29: For the construction note 16 at the north of the proposed building, this appears to be the discharge pipe for the sump pump. Provide a detail for the discharge point north of the construction note 18. Will this 4" pipe be above ground? Verify if this flow is to be discharged into the driveway and not directly to the BMP. Is this flow supposed to end up at the construction note 19 in the southeast corner of the property in question? Please clarify.
- C30: At the construction note 19 in the southwest corner of the property in question there is an invert elevation of 169.20 on the plan with an (out) designation. Is this the same 169.20 in the Stormtech Chambers Section below that shows the invert of the pipe going into the catch basin (in)? Please clarify.

- C31: This same construction note 19 (above) also has two construction notes 24 entering this catch basin and a construction note 20 exiting the same catch basin. How do the 12" pipe and two 6" pipes entering the catch basin and the 4" parkway drain exiting the catch basin interact and distribute flow? This was not in the LID report or the Hydraulic Calculations. Please clarify.
- C32: For the Stormtech Section, provide another diagram on how the flow comes from the roof drains to the sump pump to the BMP and exits the property to clarify. Delineate the discharge out of the BMP.
- C33: For the same construction note 19 (above) how does the flow from both the construction notes 28 and 29 sump pumps get to this catch basin per the Stormtech Section note. Please clarify.
- C34: For the construction note 21 in the east center of the BMP, how does this catch basin interact with the BMP and the sump pump (construction note 29) to the south? Please provide a detail and clarify.
- C35: Provide a detail for the construction note 20 with elevations and distances that delineates the installation and showing clearances as to not impact the adjacent neighbor.
- C36: In that same southeast corner of the property in question there appears to be walkway (?) adjacent to the same construction note 19 (above). Provide a detail with FS elevations to show this construction. If there is supposed to be landscaping on the two rectangles provide a plan reference as to how these will be installed.
- C37: For the over excavation line above District Boulevard clarify where the sidewalk and the landscaping are. Provide a reference for the landscaping installation.
- C38: For the construction note 6 in-between the existing and proposed buildings delineate the gas line and provide instructions for the contractor to cap (?) or request removal from the gas company.
- C39: For the driveway being removed at Sta. 1+14.72 on District Boulevard provide details delineating the new TC/FL/BW/FS elevations. Indicate width of driveways or provide stations for the limits of the curb and gutter and sidewalk installation.
- C40: Provide references for the Public Right-Of-Way work being done in District Boulevard and Everette Avenue and the Encroachment Permit Numbers.
- C41: Above the northeast corner of the existing building there is a shaded rectangle. Label what this is and provide a detail if necessary, to clarify.

### **Sheet C-3 Sections and Details**

- C42: For Section BB delineate District Boulevard on the left.
- C43: For Detail 19, there is an 8" pipe shown but on Sheet C-2 Stormtech Section it shows a 12" pipe. Please clarify.
- C44: For Detail 19, is the pipe exiting the catch basin being used as a recirculation pipe? Please clarify.
- C45: For Details 18 & 21, the note says to connect to the sump pump. Is that to receive or discharge to the sump pump? Please clarify.

### **Sheet C-4 Erosion Control Plan**

- C46: Repeat a recorded and referenced basis of bearing on this sheet.
- C47: Provide a silt fence and fiber rolls around the entire construction area (construction limits including toe of slopes on adjacent parcels) and indicate symbol in erosion control legend.
- C48: Indicate the silt fence symbol in erosion control legend.
- C49: Add a silt fence detail per CASQA guidelines.
- C50: Fill in the Project WDID number in the Stormwater Pollution Prevention Plan Wet Weather Erosion Control General Notes #2.
- C51: Provide a detail for the TC-1 or reference the specific detail in the CASQA guidelines. Verify that sediment will not escape from the device in the public right-of-way.
- C52: Incorporate the NPDES notes (attached) if not included in the notes shown.
- C53: Repeat WDID number on this sheet.

### **Sheet L-1 LID Plan**

- C54: Repeat a recorded and referenced basis of bearing on this sheet.
- C55: Repeat a physically set and recorded benchmark on this sheet.
- C56: Delineate all easements for this property on this plan and that they are based on \_\_\_\_\_ (title report?).
- C57: Repeat WDID number on this sheet.

### **Geotechnical Engineering Investigation Report dated 3/17/2020 by Quartech Consultants**

- C58: Provide pavement recommendations for the 8" concrete installation along with base type and thickness and compaction for the placement.

### **Hydraulic Calculations dated 8/21/2020 by Cal Land Engineering, Inc.**

- C59: Provide flow calculations on the hydrology relative to the BMP and its discharge.
- C60: Provide how the onsite drainage can be discharged to the Vernon storm drain system (closest catch basin) before being discharged to the LA River.

### **Low Impact Development Plan dated 7/02/2020 by Cal Land Engineering, Inc.**

- C61: Provide volume calculations on the hydrology generated onsite and how it flows through the BMP and is discharged and how it is discharged.

C62: Provide a Process and Instrumentation Diagram (P&ID) for how the BMP is supposed to work with the sump pumps and the discharge to a proper storm drain system. Show the path of the flow.

NPDES NOTES:

1. Construction site Best Management Practices (BMPs) for the management of storm water and non-stormwater discharges shall be documented on the grading plan. Arrangements shall be made by the developer to retain the SWPPP and/or the erosion/sediment control plan on the jobsite throughout the time of construction. The implementation and maintenance of site BMPs is required to minimize jobsite erosion and sedimentation. Arrangements shall be made by the developer to maintain those BMPs throughout the time of construction.
2. Erosion control BMPs shall be implemented and maintained to minimize the entrainment of soil in runoff from disturbed soil areas on construction sites.
3. Sediment control BMPs shall be implemented and maintained to minimize the transport of soil from the construction site.
4. Grading shall be phased to limit the amount of disturbed areas exposed to the extent feasible.
5. Areas that are cleared and graded shall be limited to only the portion of the site that is necessary for construction. The construction site shall be managed to minimize the exposure time of disturbed soil areas through phasing and scheduling of grading and the use of temporary and permanent soil stabilization.
6. Once disturbed, slopes (temporary or permanent) shall be stabilized if they will not be worked within 14 days. All slopes shall be stabilized prior to a predicted storm event. Construction sites shall be revegetated as early as feasible after soil disturbance.
7. Stockpiles of soil shall be properly contained to eliminate or reduce sediment transport from the site to streets, drainage facilities or adjacent properties via runoff, vehicle tracking, or wind.
8. Construction sites shall be maintained in such a condition that a storm does not carry wastes or pollutants off the site. Discharges other than stormwater (non-stormwater discharges) are prohibited, except as authorized by an individual NPDES permit, the statewide General Permit-Construction Activity. Potential pollutants include but are not limited to: solid or liquid chemical spills; wastes from paints, stains, sealants, solvents, detergents, glues, lime, pesticides, herbicides, fertilizers, wood preservatives, and asbestos fibers, paint flakes or stucco fragments; fuels, oils lubricants, and hydraulic, radiator or battery fluids; concrete and related cutting or curing residues; floatable wastes; wastes from engine/equipment steam cleaning or chemical degreasing; wastes from street cleaning; and super-chlorinated potable water from line flushing and testing. During construction, disposal of such materials should occur in a specified and controlled temporary area on-site physically separated from potential stormwater runoff, with ultimate disposal in accordance with local, state and federal requirements.
9. Runoff from equipment and vehicle washing shall be contained at the construction site and must not be discharged to receiving waters or the local storm drain system.
10. Appropriate BMPs for construction-related materials, wastes, spills or residues shall be implemented to eliminate or reduce transport from the site to streets, drainage facilities, or adjoining properties by wind or runoff.

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

[END]

**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	Senior Engineer, P.E.	\$ <b>160/hr.</b>
2	Associate Engineer (Optional)	\$ <b>110/hr.</b>
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.

## **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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