



AGENDA

**CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
MORENO VALLEY PUBLIC FINANCING AUTHORITY
BOARD OF LIBRARY TRUSTEES**

October 4, 2022

REGULAR MEETING – 6:00 PM

City Council Study Sessions

Second Tuesday of each month – 6:00 p.m.

City Council Meetings

Special Presentations – 5:30 P.M.

First & Third Tuesday of each month – 6:00 p.m.

City Council Closed Sessions

Will be scheduled as needed at 4:30 p.m.

City Hall Council Chamber – 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the ADA Coordinator, at 951.413.3350 at least 72 hours before the meeting. The 72-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Dr. Yxstian A. Gutierrez, Mayor

Edward A. Delgado, Mayor Pro Tem

David Marquez, Council Member

Ulises Cabrera, Council Member

Elena Baca-Santa Cruz, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
October 4, 2022

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. PROCLAMATION RECOGNIZING PUBLIC POWER WEEK, OCTOBER 2-8, 2022

2. PROCLAMATION RECOGNIZING FIRE PREVENTION WEEK “FIRE WON’T WAIT. PLAN YOUR ESCAPE” OCTOBER 9-15, 2022

**AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
MORENO VALLEY PUBLIC FINANCING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES**

***THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD
MEETINGS***

**REGULAR MEETING – 6:00 PM
OCTOBER 4, 2022**

CALL TO ORDER

Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item.

PLEDGE OF ALLEGIANCE

ROLL CALL

INTRODUCTIONS

**PUBLIC COMMENTS ON ANY SUBJECT ON OR NOT ON THE AGENDA UNDER
THE JURISDICTION OF THE CITY COUNCIL**

JOINT CONSENT CALENDARS (SECTIONS A-E)

All items listed under the Consent Calendars, Sections A, B, C, D, and E are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

- A.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

A.2. MINUTES - CITY COUNCIL - CLOSED SESSION - SEP 20, 2022 4:30 PM

Recommendation:

1. Approve as submitted.

A.3. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 20, 2022 6:00 PM

Recommendation:

1. Approve as submitted.

A.4. MINUTES - CITY COUNCIL - CLOSED SESSION - SEP 6, 2022 4:30 PM

Recommendation:

1. Approve as submitted.

A.5. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2022/2023 FROM JULY 1, 2022 THROUGH AUGUST 31, 2022. (Report of: City Clerk)

Recommendation:

1. Receive and file the Fiscal Year 2022/2023 Council Discretionary Expenditure Report for July 1, 2022 through August 31, 2022.

A.6. AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO HARDY & HARPER, INC. FOR PAVEMENT REHABILITATION FOR VARIOUS LOCAL STREETS – CDBG FY 2022-23, PROJECT NO. 801 0094 (Report of: Public Works)

Recommendations:

1. Award a construction contract to Hardy & Harper, Inc. for the Pavement Rehabilitation for Various Local Streets - CDBG FY 2022/23 project and authorize the City Manager to execute a contract in substantial conformance with the attached contract in the amount of \$1,169,800.00, and authorize the City Manager to approve and execute any subsequent amendments subject to the approval of the City Attorney;
2. Award an agreement for Professional Consultant Service to G3 Quality, Inc. to provide material testing and geotechnical services for the Pavement Rehabilitation for Various Local Streets – CDBG FY 2022/23 project and authorize the City Manager to execute the agreement with G3 Quality, Inc. in the amount of \$54,313.00, and authorize the City Manager to approve and execute any subsequent

amendments subject to the approval of the City Attorney;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of \$1,269,800.00 (bid amount plus a contingency of \$100,000.00) and a Purchase Order to G3 Quality, Inc. in the amount of \$54,313.00 necessary for completing the construction of this project, funded by Community Development Block Grant Funds (Fund 2512) and Capital Project Reimbursement Funds (Fund 3008); and
4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to Hardy & Harper's contract not exceeding the contingency of \$100,000.00, subject to the approval of the City Attorney.
5. Authorize a budget adjustment as set forth in the fiscal impact section of this report.

A.7. AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J. NOBLE COMPANY FOR CITYWIDE PAVEMENT REHABILITATION PROGRAM FY 26/27 TO FY 30/31 (ARTERIAL AND COLLECTOR STREETS), PROJECT NO. 801 0097 (Report of: Public Works)

Recommendations:

1. Award a construction contract to R. J. Noble Company for the Citywide Pavement Rehabilitation Program - FY 26/27 to FY 30/31 (Arterial and Collector Streets) project and authorize the City Manager to execute a contract in substantial conformance with the attached contract with R. J. Noble Company in the amount of \$18,772,997.50, and authorize the City Manager to approve and execute any subsequent amendments subject to the approval of the City Attorney;
2. Award an agreement for Professional Consultant Service to Z&K Consultants, Inc. to provide construction management and inspection services for the Citywide Pavement Rehabilitation Program - FY 26/27 to FY 30/31 (Arterial and Collector Streets) project and authorize the City Manager to execute the agreement with Z&K Consultants in the amount of \$449,376.00, and authorize the City Manager to approve and execute any subsequent amendments subject to the approval of the City Attorney;
3. Award an agreement for Professional Consultant Service to Koury Engineering & Testing, Inc. to provide material testing and geotechnical services for the Citywide Pavement Rehabilitation Program - FY 26/27 to FY 30/31 (Arterial and Collector Streets) project and authorize the City Manager to execute the agreement with Koury Engineering & Testing, Inc. in the amount of \$236,700.00, and authorize the City Manager to approve and execute any subsequent amendments subject to the approval of the City Attorney;

4. Authorize the issuance of a Purchase Order to R. J. Noble Company in the amount of \$19,272,997.50 (bid amount plus a contingency of \$500,000.00), a Purchase Order to Z&K Consultants, Inc. in the amount of \$449,376.00, and a Purchase Order to Koury Engineering & Testing, Inc. in the amount of \$236,700.00 necessary for completing the construction of this project, funded by Capital Project Reimbursement Funds (Fund 3008); and
5. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to R. J. Noble Company's contract not exceeding the contingency of \$500,000.00 subject to the approval of the City Attorney.

A.8. AUTHORIZATION TO PURCHASE TRAFFIC SIGNAL CONTROLLER COMPUTER PROCESSING UNIT FOR PROJECT 808 0013 (Report of: Public Works)

Recommendation:

1. Authorize the issuance of a Purchase Order to McCain, Inc. for a not-to exceed amount of \$119,611.80, funded by Measure A Funds (2001).

A.9. AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR CITYWIDE PAVEMENT REHABILITATION PROGRAM FY 26/27 TO FY 30/31 (LOCAL STREETS), PROJECT NO. 801 0090 (Report of: Public Works)

Recommendations:

1. Award a construction contract to All American Asphalt for the Citywide Pavement Rehabilitation Program FY 26/27 to FY 30/31 (Local Streets) and authorize the City Manager to execute a contract in substantial conformance with the attached contract in the amount of \$11,097,080.00, and authorize the City Manager to approve and execute any subsequent amendments subject to the approval of the City Attorney;
2. Award an agreement for Professional Consultant Service to G3 Quality, Inc. to provide material testing and geotechnical services for the Citywide Pavement Rehabilitation Program FY 26/27 to FY 30/31 (Local Streets) and authorize the City Manager to execute the agreement with G3 Quality, Inc. in the amount of \$205,497.00, and authorize the City Manager to approve and execute any subsequent amendments subject to the approval of the City Attorney;
3. Authorize the issuance of a Purchase Order to All American Asphalt in the amount of \$11,297,080.00 (bid amount plus a contingency of

\$200,000.000) and a Purchase Order to G3 Quality, Inc. in the amount of \$205,497.00 necessary for completing the construction of this project, funded by Senate Bill 1 (SB1) Funds (2000A), Gas Tax Funds (2000), Measure A Funds (2001), and Capital Project Reimbursement Funds (Fund 3008);

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to All American Asphalt's contract not exceeding the contingency of \$200,000.00, subject to the approval of the City Attorney; and
5. Authorize CFO to approve a budget adjustment as set forth in the fiscal impact section of this report.

A.10. REAFFIRMATION OF HOUSING ELEMENT FINDINGS AND DETERMINATIONS (Report of: Community Development)

Recommendation: That the City Council:

1. APPROVE Resolution No. 2022-XX Memorializing and Reaffirming Certain Housing Element Findings and Determinations as Approved by Resolution No. 2021-47.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

B.2. MINUTES - CITY COUNCIL - CLOSED SESSION - SEP 20, 2022 4:30 PM

Recommendation:

1. Approve as submitted.

B.3. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 20, 2022 6:00 PM

Recommendation:

1. Approve as submitted.

B.4. MINUTES - CITY COUNCIL - CLOSED SESSION - SEP 6, 2022 4:30 PM

Recommendation:

1. Approve as submitted.

B.5. PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) - AMENDMENT NOS. 40, 41 and 43-46 (RESO. NOS. CSD 2022- __ to CSD 2022-__) (Report of: Financial & Management Services)

Recommendation:

1. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 40) (12360 Yuma Court Land Trust, located at 12360 Yuma Ct.).
2. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 41) (Jonathan R. and Raquel B. Urmeneta Hoover, located at 12273 Turton Ln.).
3. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 43) (Roman Romero and Alicia L. Palomino, located at 25476 Kalmia St.).
4. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 44) (Salvador Rangel and Gloria Casillas, located at 22800 Bay Ave.).
5. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 45) (Rosalba and Miguel Angel Peraza, located at 23268 Lawless Rd.).
6. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District

(Amendment No. 46) (Alberto Zaragoza, located at 25469 Lupine Ln.).

- B.6. APPROVE AND EXECUTE PROFESSIONAL CONSULTANT AGREEMENT FOR PARKS, COMMUNITY SERVICES & TRAILS MASTER PLAN (Report of: Parks & Community Services)

Recommendations: That the City Council and CSD:

1. Award a Professional Consultant Services Agreement for the Parks, Community Services, and Trails Master Plan to KTU&A in the amount not to exceed \$240,000.
2. Authorize the City Manager to execute an agreement with KTU&A for the Parks, Community Services, and Trails Master Plan and issue the associated Purchase Order once the Agreement has been fully executed.
3. Authorize the City Manager to execute any subsequent related Extensions or Amendments to the Agreement, subject to approval of the City Attorney.

C. CONSENT CALENDAR - HOUSING AUTHORITY

- C.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- C.2. MINUTES - CITY COUNCIL - CLOSED SESSION - SEP 20, 2022 4:30 PM

Recommendation:

1. Approve as submitted.

- C.3. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 20, 2022 6:00 PM

Recommendation:

1. Approve as submitted.

- C.4. MINUTES - CITY COUNCIL - CLOSED SESSION - SEP 6, 2022 4:30 PM

Recommendation:

1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

- D.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - CITY COUNCIL - CLOSED SESSION - SEP 20, 2022 4:30 PM

Recommendation:

1. Approve as submitted.

- D.3. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 20, 2022 6:00 PM

Recommendation:

1. Approve as submitted.

- D.4. MINUTES - CITY COUNCIL - CLOSED SESSION - SEP 6, 2022 4:30 PM

Recommendation:

1. Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

- E.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- E.2. MINUTES - CITY COUNCIL - CLOSED SESSION - SEP 20, 2022 4:30 PM

Recommendation:

1. Approve as submitted.

- E.3. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 20, 2022 6:00 PM

Recommendation:

1. Approve as submitted.

- E.4. MINUTES - CITY COUNCIL - CLOSED SESSION - SEP 6, 2022 4:30 PM

Recommendation:

1. Approve as submitted.

F. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration.

Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Sergeant-at-Arms.

G. GENERAL BUSINESS

H. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

I. REPORTS

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Agency (RCHCA)

Riverside County Transportation Commission (RCTC)

Riverside Transit Agency (RTA)

Western Riverside Council of Governments (WRCOG)

Western Riverside County Regional Conservation Authority (RCA)

School District/City Joint Task Force

I.2. EMPLOYEE ASSOCIATION REPORTS

I.3. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY, HOUSING AUTHORITY, PUBLIC FINANCING AUTHORITY, AND THE BOARD OF LIBRARY TRUSTEES.

ADJOURNMENT

PUBLIC INSPECTION

The contents of the agenda packet are available for public inspection on the City's website at www.moval.org and in the City Clerk's office at 14177 Frederick Street during normal business hours.

Any written information related to an open session agenda item that is known by the City to have been distributed to all or a majority of the City Council less than 72 hours

prior to this meeting will be made available for public inspection on the City's website at www.moval.org and in the City Clerk's office at 14177 Frederick Street during normal business hours.

CERTIFICATION

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that 72 hours prior to this Regular Meeting, the City Council Agenda was posted on the City's website at: www.moval.org and in the following three public places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC
City Clerk

Date Posted: September 29, 2022

TO:

FROM: Jane Halstead, CMC, City Clerk

AGENDA DATE: October 4, 2022

TITLE: PROCLAMATION RECOGNIZING PUBLIC POWER WEEK,
OCTOBER 2-8, 2022

RECOMMENDED ACTION

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

None

APPROVALS

TO:

FROM: Jane Halstead, CMC, City Clerk

AGENDA DATE: October 4, 2022

TITLE: PROCLAMATION RECOGNIZING FIRE PREVENTION WEEK "FIRE WON'T WAIT. PLAN YOUR ESCAPE" OCTOBER 9-15, 2022

RECOMMENDED ACTION

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

To view large attachments, please click your "bookmarks"  on the left hand side of this document for the necessary attachment.

None

APPROVALS

**MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY PUBLIC FINANCING AUTHORITY
MORENO VALLEY HOUSING AUTHORITY**

**CLOSED SESSION – 4:30 PM
September 20, 2022**

CALL TO ORDER

The Closed Session of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Housing Authority, and the Moreno Valley Public Financing Authority was called to order at 4:36 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

Mayor Gutierrez announced that the City Council receives a separate stipend for CSD meetings.

ROLL CALL

Council:	Dr. Yxstian A. Gutierrez	Mayor
	Ed Delgado	Mayor Pro Tem
	Elena Baca-Santa Cruz	Council Member
	David Marquez	Council Member
Absent:	Ulises Cabrera	Council Member

PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY

Mayor Gutierrez opened the public comments portion of the meeting for items listed on the agenda only. There being no members of the public to come forward to speak, he closed the public comments.

Minutes Acceptance: Minutes of Sep 20, 2022 4:30 PM (CONSENT CALENDAR-CITY COUNCIL)

CLOSED SESSION

Interim City Attorney Quintanilla announced that the City Council would recess to Closed Session to discuss the item as listed on the agenda and that he did not anticipate any reportable action.

A CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant Government Code Section 54956.9
Case name unspecified since disclosure would jeopardize settlement discussions

B CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9
Case Name: Sierra Club et al. v. City of Moreno Valley
Case No.: Riverside County Superior Court Case No. CVR12103300

C CONFERENCE WITH LEGAL COUNSEL POTENTIAL INITIATION OF LITIGATION

Pursuant to Government Code Section 54956 (1 Potential Case)

D SECTION 54957.6(a) - CONFERENCE WITH LABOR NEGOTIATORS

a) City Representative: Mike Lee, City Manager & Brian Mohan, Assistant City Manager, Chief Financial Officer/City Treasurer

Employee Organization: Moreno Valley City Employees Association (MVCEA)

b) City Representative: Mike Lee, City Manager & Brian Mohan, Assistant City Manager, Chief Financial Officer/City Treasurer

Employee Organization: Moreno Valley City

Minutes Acceptance: Minutes of Sep 20, 2022 4:30 PM (CONSENT CALENDAR-CITY COUNCIL)

Employees Association
(MVMA)

c) City Representative: Mike Lee, City Manager & Brian Mohan, Assistant City Manager, Chief Financial Officer/City Treasurer

Employee Organization: Moreno Valley City Employees Association (MVCMEA)

Mayor Gutierrez recessed the City Council to the City Manager's Conference Room, second floor, City Hall, for their Closed Session at 4:35 p.m.

Mayor Gutierrez reconvened the City Council in the Council Chamber from their Closed Session at 5:30 p.m.

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

Interim City Attorney Quintanilla announced that there was no reportable action taken in Closed Session.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 5:30 p.m.

Minutes Acceptance: Minutes of Sep 20, 2022 4:30 PM (CONSENT CALENDAR-CITY COUNCIL)

Submitted by:

Jane Halstead, CMC
 City Clerk
 Secretary, Moreno Valley Community Services District
 Secretary, City as Successor Agency for the Community
 Redevelopment Agency of the City of Moreno Valley
 Secretary, Moreno Valley Housing Authority
 Secretary, Board of Library Trustees
 Secretary, Public Financing Authority

Approved by:

Dr. Yxstian A. Gutierrez
 Mayor
 City of Moreno Valley
 President, Moreno Valley Community Services District
 Chairperson, City as Successor Agency for the Community
 Redevelopment Agency of the City of Moreno Valley
 Chairperson, Moreno Valley Housing Authority
 Chairperson, Board of Library Trustees
 Chairperson, Public Financing Authority

**MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
September 20, 2022**

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. RECOGNITION OF THE INDEPENDENCE DAY PARADE AWARD WINNERS
2. RECOGNITION OF THE INDEPENDENCE DAY ART CONTEST WINNERS

**MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
MORENO VALLEY PUBLIC FINANCING AUTHORITY
BOARD OF LIBRARY TRUSTEES**

**REGULAR MEETING – 6:00 PM
September 20, 2022**

CALL TO ORDER

The Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority, Moreno Valley Public Financing Authority and the Board of Library Trustees was called to order at 6:00 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

Mayor Gutierrez announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

Pledge Allegiance was led by Mayor Pro Tem Delgado.

ROLL CALL

Council:	Dr. Yxstian A. Gutierrez	Mayor
	Edward A. Delgado	Mayor Pro Tem
	Elena Baca-Santa Cruz	Council Member
	David Marquez	Council Member

Absent:	Ulises Cabrera	Council Member
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Roll Call

INTRODUCTIONS

Staff:	Jane Halstead	Manager of the Office of the Mayor and City
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Minutes Acceptance: Minutes of Sep 20, 2022 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Paul Bradvica	Council/City Clerk
Steven Quintanilla	Deputy City Clerk
Mike Lee	Interim City Attorney
Brian Mohan	City Manager
	Assistant City Manager, Chief Financial Officer, City Treasurer
Aldo Schindler	Assistant City Manager
Manuel Mancha	Community Development Director
Michael Lloyd	Public Works Director/City Engineer
Patty Yhuit	Senior Management Analyst
Ken Reichle	Chief of Police
Diana Rocket	Emergency Operations & Volunteer Services Division Manager

PUBLIC COMMENTS ON ANY SUBJECT ON OR NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Jaime Hurtado

1. Celebrated community clean up and encouraged support of small businesses.
2. Supported programs to assist those experiencing homelessness.

Fred Banuelos

1. Expressed concerns regarding Cannabis Dispensaries.

Debra Craig

1. Shared campaign information.

Lindsay Robinson

1. Shared campaign information.

Bob Palomarez

1. Support of funding police.

Elmer Thomas

1. Critical of Council Member Cabrera and Council Member Marquez.

Linda Thomas

1. Critical of Council Member Cabrera and Council Member Marquez.

Benjamin Shuler

- 1. Requests support for The Hole in Wall Drop-In Center.

Patricia Hamlin

- 1. Requests resources to support homeless population.

Roy Bleckert

- 1. Requests report of events from Fall 2021.
- 2. Reminded public of importance of following the law.

Russell Shafer

- 1. Critical of Council Member Cabrera.

Tom Jerele Sr.

- 1. Supported City Staff and endorsed mayoral candidate.

Louise Palomarez

- 1. Critical of Council Member Cabrera and Council Member Marquez.

JOINT CONSENT CALENDARS (SECTIONS A-E)

All items listed under the Consent Calendars, Sections A, B, C, D, and E are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

RESULT: APPROVED [UNANIMOUS]
MOVER: David Marquez, Council Member
SECONDER: Ed Delgado, Mayor Pro Tem
AYES: Ed Delgado, Elena Baca-Santa Cruz, Dr. Yxstian A. Gutierrez, David Marquez
ABSENT: Ulises Cabrera

A. CONSENT CALENDAR-CITY COUNCIL

Minutes Acceptance: Minutes of Sep 20, 2022 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

A.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

A.2. City Council - Regular Meeting - Sep 6, 2022 6:00 PM

Recommendation:

- 1. Approve as submitted.

A.3. BIENNIAL REVIEW OF THE CONFLICT OF INTEREST CODES FOR CITY, SUCCESSOR AGENCY, COMMUNITY SERVICES DISTRICT AND HOUSING AUTHORITY (Report of: City Clerk)

Recommendations:

- 1. That the City Council and Boards of the Successor Agency, Community Services District and Housing Authority adopt the attached respective Resolutions Adopting an Amended Conflict of Interest Code by reference to the Fair Political Practices Commission’s Standard Model Conflict of Interest Code, and repealing all prior enactments on the same subject.

A.4. MAYORAL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS (Report of: City Clerk)

Recommendation:

- 1. Receive and confirm the slate of Mayoral appointments as follows:

PARKS, COMMUNITY SERVICES AND TRAILS COMMITTEE

<u>Name</u>	<u>Position</u>	<u>Term</u>
Omar Gonzalez	Member	Ending 06/30/24
Francisco Lopez	Member	Ending 06/30/24

SENIOR CITIZENS’ BOARD

<u>Name</u>	<u>Position</u>	<u>Term</u>
Oscar Alvarez	Member	Ending 06/30/24

UTILITIES COMMISSION

Minutes Acceptance: Minutes of Sep 20, 2022 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

<u>Name</u>	<u>Position</u>	<u>Term</u>
Stephen Lafond *	Member	Ending 06/30/25

* Pending successful completion of a background check

A.5. PAYMENT REGISTER - JULY 2022 (Report of: Financial & Management Services)

Recommendation:

- 1. Receive and file the Payment Register.

A.6. APPROVAL OF THE FRANCHISE TAX BOARD AGREEMENT TO SHARE TAX INFORMATION (AGMT. NO. 84015) (Report of: Financial & Management Services)

Recommendation:

- 1. Authorize the City Manager or his designee to sign a Franchise Tax Board Agreement that will continue to allow both entities to share tax information confidentially.

A.7. APPROVE AND EXECUTE THE AGREEMENT FOR CONVEYANCE OF REAL PROPERTY FOR THE ACQUISITION OF APN 481-130-022, 481-130-023, 485-032-013, 486-084-006, and 486-084-011 FOR PUBLIC PURPOSES. (Report of: Financial & Management Services)

Recommendations: That the City Council and Housing Authority:

- 1. Approve the Agreement for Conveyance of Property for acquisition of APNs 481-130-022, 481-130-023, 485-032-013, 486-084-006, and 486-084-011 for public purposes.
- 2. Authorize the purchase of APNs 481-130-022, 481-130-023, 485-032-013, 486-084-006, and 486-084-011 for a total expenditure amount not to exceed \$500,000.
- 3. Approve the Budget Adjustment as set forth in the Fiscal Impact section of this report.
- 4. Authorize the City Manager to execute any agreements or documents as necessary to transfer vacant property, subject to the approval of the City Attorney.

Minutes Acceptance: Minutes of Sep 20, 2022 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

- A.8. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO MUSCO SPORTS LIGHTING, LLC FOR SPORTS FIELD LIGHTING AND SECURITY WALKWAY LIGHTING AT VICTORIANO PARK, (PROJECT NO. 807 0053-3015) (Report of: Parks & Community Services)

Recommendations: That the City Council and CSD:

1. Award a construction contract to Musco Sports Lighting, LLC for sports lighting at Victoriano Park in substantial conformance with the attached contract, in the amount of \$473,023, funded by Park Improvements DIF funds;
2. Authorize the issuance of a Purchase Order for Musco Sports Lighting, LLC in the amount of \$520,325 (bid amount plus a 10% contingency) when the contract has been signed by all parties;
3. Authorize the Executive Director to execute any subsequent related Extensions or Amendments to the Agreement and change orders to the contract, but not exceeding the total contingency of \$47,302, subject to the approval of the City Attorney;
4. Approve Musco Sports Lighting, LLC as the sole source for procurement and installation of the proposed lights and associated equipment.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

- B.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- B.2. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 6, 2022 6:00 PM

Recommendation:

1. Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

- C.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

C.2. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 6, 2022 6:00 PM

Recommendation:

1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

D.2. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 6, 2022 6:00 PM

Recommendation:

1. Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

E.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

E.2. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 6, 2022 6:00 PM

Recommendation:

1. Approve as submitted.

F. PUBLIC HEARINGS

None.

G. GENERAL BUSINESS

None.

H. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

None.

I. REPORTS

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

None

Riverside County Habitat Conservation Agency (RCHCA)

None

Riverside County Transportation Commission (RCTC)

Mayor Pro Tem Delgado reported the following:

At the September 14th Riverside County Transportation Commission meeting, the Commission received an update on sales tax performance since 2017. The report showed consistent cycles for most economic categories.

They also received an update on the Commission's digital communications efforts and reports on the 15 Express and 91 Express Lanes.

The Commission approved various projects including the following:

- An allocation of Local Transportation Funds to WRCOG and CVAG for planning efforts in the amount of \$1,072,500.
- A Change Order to Amend the Interstate 15 Express Lanes Project Toll Services Agreement to add additional toll facilities with the new 15/91 Express Lanes Connector project.
- The Fiscal Year 22/23 State of Good Repair Allocations in the amount of \$4,376,624 for eligible transit related expenses.
- An Agreement with AMMA Transit {Planning in the amount of \$189,985 to develop the Transit Funding Handbook.
- The 2022 ADA Self-evaluation and Transition Plan. The self-evaluation form shall be submitted to Caltrans.

- Agreements for Freeway Service Patrol Tow program along I-215, State Route 91, and I-15 Express Lanes.
- An Agreement for the design work of the Mid County Parkway Section 3 project. This section is along Ramona Expressway from one mile east of Rider Street to Warren Road. Approvals were also recommended on project funding.

Riverside Transit Agency (RTA)

Council Member Marquez reported the following:

At the July 6th meeting, the RTA Administration and Operations Committee meeting, the committee recommended approval of the RTA's Title VI Program 2022 Update that demonstrates that RTA provides service and amenities equitably throughout its service area.

They also recommended approval to add an Assistant Operations Manager position and update the Fiscal Year 2023 Wage and Salary Schedule.

At the September 7th meeting, the Committee received updates to the Customer Call Center and for Dial A Ride.

The Call Center received 22,095 calls in June 2022, an increase of 8.4% compared to June 2021. Dial A Ride received 8,680 calls in June 2021, an increase of 18% compared to June 2021.

They also recommended approval of the Actuarial Study Results for the Worker's Compensation and Liability Programs and approval to award an Agreement to Transportation Management and Design to develop a Sustainable Service Plan to address current and future needs throughout western Riverside County.

The Committee recommended approval to authorize free bus rides on Friday December 31, 2022 from 2:30PM until last daily service and on Tuesday November 8, 2022 (election day) all day.

Western Riverside Council of Governments (WRCOG)

Mayor Pro Tem Delgado reported the following:

At the September 12th, 2022 meeting, the Western Riverside Council of Governments Executive Committee approved a Professional Services Agreement with GHD, Inc. to complete an updated TUMF Nexus Study.

Western Riverside County Regional Conservation Authority (RCA)

Council Member Marquez reported the following:

At the September 12, 2022, the Regional Conservation Authority (RCA) Board of

Directors reported on the 2022 MSHCP fee collections for the following months:

- April 2020 totaled \$155,705
- May 2022 totaled \$108,209
- June 2022 report lists that Moreno Valley's Map MSHCP fee collections are pending.

School District/City Joint Task Force

None

I.2. EMPLOYEE ASSOCIATION REPORTS

None.

I.3. CITY MANAGER'S REPORT

None.

(Informational Oral Presentation - not for Council action)

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY, HOUSING AUTHORITY, PUBLIC FINANCING AUTHORITY, AND THE BOARD OF LIBRARY TRUSTEES.

Council Member Marquez

1. Commented on car accident.
2. Thanked City Staff for incredible El Grito Event.
3. Reaffirmed road repair progress in City.

Council Member Baca-Santa Cruz

1. Reported events and meetings attended since last meeting, including California League of Cities, September 11th Commemoration and Memorial, business grand openings, business owners and residents.
2. Thanked City Staff for wonderful El Grito Event.

Mayor Pro Tem Delgado

1. Reported events and meetings attended since last meeting, including California League of Cities, September 11th Commemoration and Memorial.

2. Thanked City Staff for exceptional El Grito Event.
3. Thanked Fire and Police Department for taking care of the Fairview Fire.

Mayor Gutierrez

1. Thanked Fire and Police Department for exceptional service with the Fairview Fire.
2. Reported meeting with Congress Member Mark Takano regarding the City's progress with the Homeless to Work Program.
3. Thanked Staff for their leadership and hard work.
4. Recalled City Council supporting The Hole in Wall Organization in the past.
5. Commented on progress of Moreno Beach overpass.
6. Thanked City Staff for impressive El Grito Event.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 7:06 PM.

PUBLIC INSPECTION

The contents of the agenda packet are available for public inspection on the City's website at www.moval.org and in the City Clerk's office at 14177 Frederick Street during normal business hours.

Any written information related to an open session agenda item that is known by the City to have been distributed to all or a majority of the City Council less than 72 hours prior to this meeting will be made available for public inspection on the City's website at www.moval.org and in the City Clerk's office at 14177 Frederick Street during normal business hours.

Submitted by:

Jane Halstead, CMC
 City Clerk
 Secretary, Moreno Valley Community Services District
 Secretary, City as Successor Agency for the Community
 Redevelopment Agency of the City of Moreno Valley
 Secretary, Moreno Valley Housing Authority
 Secretary, Board of Library Trustees
 Secretary, Public Financing Authority

Approved by:

Dr. Yxstian A. Gutierrez
 Mayor
 City of Moreno Valley
 President, Moreno Valley Community Services District
 Chairperson, City as Successor Agency for the Community
 Redevelopment Agency of the City of Moreno Valley
 Chairperson, Moreno Valley Housing Authority
 Chairperson, Board of Library Trustees
 Chairperson, Public Financing Authority

**MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY PUBLIC FINANCING AUTHORITY
MORENO VALLEY HOUSING AUTHORITY**

**CLOSED SESSION – 4:30 PM
September 6, 2022**

CALL TO ORDER

The Closed Session of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Housing Authority, and the Moreno Valley Public Financing Authority was called to order at 4:36 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

Mayor Pro Tem Delgado announced that the City Council receives a separate stipend for CSD meetings.

ROLL CALL

Council:	Ed Delgado	Mayor Pro Tem
	Elena Baca-Santa Cruz	Council Member
	Ulises Cabrera	Council Member
Absent:	Dr. Yxstian A. Gutierrez	Mayor
	David Marquez	Council Member

PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY

Mayor Pro Tem Delgado opened the public comments portion of the meeting for items listed on the agenda only. There being no members of the public to come forward to speak, he closed the public comments.

Minutes Acceptance: Minutes of Sep 6, 2022 4:30 PM (CONSENT CALENDAR-CITY COUNCIL)

CLOSED SESSION

Interim City Attorney Quintanilla announced that the City Council would recess to Closed Session to discuss the item as listed on the agenda and that he did not anticipate any reportable action.

1 CONFERENCE WITH LEGAL COUNSEL - POTENTIAL INITIATION OF LITIGATION

Pursuant to Government Code Section 54956.9
Two Potential Cases

2 CONFERENCE WITH LEGAL COUNSEL - POTENTIAL EXPOSURE TO LITIGATION

Pursuant to Government Code Section 54956.9
Two Potential Cases

3 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant Government Code Section 54956.9
Case name unspecified since disclosure would jeopardize settlement discussions.

4 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9
Case Name: Sierra Club et al. v. City of Moreno Valley
Case No.: Riverside County Superior Court Case No. CVR12103300

Mayor Pro Tem Delgado recessed the City Council to the City Manager's Conference Room, second floor, City Hall, for their Closed Session at 4:35 p.m.

Mayor Pro Tem Delgado reconvened the City Council in the Council Chamber from their Closed Session at 5:30 p.m.

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

Interim City Attorney Quintanilla announced that there was no reportable action taken in Closed Session.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Pro Tem Delgado adjourned the meeting at 5:30 p.m.

Submitted by:

Jane Halstead, CMC
 City Clerk
 Secretary, Moreno Valley Community Services District
 Secretary, City as Successor Agency for the Community
 Redevelopment Agency of the City of Moreno Valley
 Secretary, Moreno Valley Housing Authority
 Secretary, Board of Library Trustees
 Secretary, Public Financing Authority

Approved by:

Dr. Yxstian A. Gutierrez
 Mayor
 City of Moreno Valley
 President, Moreno Valley Community Services District
 Chairperson, City as Successor Agency for the Community
 Redevelopment Agency of the City of Moreno Valley
 Chairperson, Moreno Valley Housing Authority
 Chairperson, Board of Library Trustees
 Chairperson, Public Financing Authority



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, CMC, City Clerk

AGENDA DATE: October 4, 2022

TITLE: COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2022/2023 FROM JULY 1, 2022 THROUGH AUGUST 31, 2022.

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Fiscal Year 2022/2023 Council Discretionary Expenditure Report for July 1, 2022 through August 31, 2022.

SUMMARY

This staff report is prepared at the request of the City Council to provide transparency with respect to the expenditure of City funds from City Council Discretionary Expenditure Accounts. These reports are for each Council Member's year to date expenditures for Fiscal Year 2022/2023, for July 1, 2022 through August 31, 2022. Each Council District receives an annual budget allocation of \$3,000 and the Mayor receives an annual budget allocation of \$6,000.

With the adoption of the current fiscal year budget and pursuant to Resolution No. 2021-31, unused monies from Fiscal Year 2021/2022 has been carried over to the current Fiscal Year as approved by the City Manager.

The expenditure reports are included routinely in the City Council agenda as an additional means of distributing reports on activities to the Council and public. The reports are to be posted to the City's website following Council approval. The monthly reports provide unaudited information and are reconciled to the City's general ledger. Following the end of the Fiscal Year, the financial information shall be reviewed as part of the City's independent financial audit.

NOTIFICATION

Posting of the agenda as required by the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Jasmin Rivera
Management Assistant

Department Head Approval:
Jane Halstead
City Clerk

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

To view large attachments, please click your “bookmarks”



on the left hand side of this document for the necessary attachment.

- 1. FY 22-23 Expenditure Report Sheet (9.27.2022)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/27/22 1:33 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/27/22 1:54 PM



MAYOR DR. YXSTIAN A. GUTIERREZ

Fiscal Year 2022/2023 Council Discretionary Expenditures
 Accounts: 1010-10-01-10015-620130 Mayor Discretionary
 1010-10-01-10015-620131 Mayor Discretionary - Carryover
 July 1, 2022 – August 31, 2022

Date	Amount	Description
7/31/2022	\$ 50.00	Jamil Dada Awards Ceremony Dinner
8/31/2022	\$ 500.00	Diamond Girls Softball Association Team Contribution: Luna Chicks

\$ 550.00 TOTAL Council Discretionary Expenditures for FY 22/23

\$ 6,000.00 FY 22/23 Adopted Budget Amount

\$ 5,767.00 Carryover Budget Amount FY 21/22

\$ 11,767.00 FY 22/23 Amended Budget Amount

\$ 11,217.00 FY 22/23 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 9/27/2022



MAYOR PRO TEM EDWARD A. DELGADO

Fiscal Year 2022/2023 Council Discretionary Expenditures
 Accounts: 1010-10-01-10012-620112 District 2 Discretionary
 1010-10-01-10012-620117 District 2 Discretionary - Carryover
 July 1, 2022 – August 31, 2022

Date	Amount	Description
8/2/2022	\$ 108.25	Trailseekers Moreno Valley Equestrian Center Reservation
8/26/2022	\$ 500.00	Diamond Girls Softball Association Team Contribution: Lady Outlaws
8/31/2022	\$ 190.84	The Bob Hope Project Plaque

\$ 799.09 TOTAL Council Discretionary Expenditures for FY 22/23

\$ 3,000.00 FY 22/23 Adopted Budget Amount

\$ 335.00 Carryover Budget Amount FY 21/22

\$ 3,335.00 FY 22/23 Amended Budget Amount

\$ 2,535.91 FY 22/23 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 9/27/2022



COUNCIL DISTRICT 1 ELENA BACA-SANTA CRUZ
 Fiscal Year 2022/2023 Council Discretionary Expenditures
 Accounts: 1010-10-01-10011-620111 District 1 Discretionary
 1010-10-01-10011-620116 District 1 Discretionary - Carryover
 July 1, 2022 – August 31, 2022

Date	Amount	Description
8/31/2022	\$ 200.00	Diamond Girls Softball Association Team Contribution: Ruthless

\$ 200.00 TOTAL Council Discretionary Expenditures for FY 22/23

\$ 3,000.00 FY 22/23 Adopted Budget Amount

\$ 1,450.00 Carryover Budget Amount FY 21/22

\$ 4,450.00 FY 22/23 Amended Budget Amount

\$ 4,250.00 FY 22/23 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 9/27/2022



COUNCIL DISTRICT 3 DAVID MARQUEZ

Fiscal Year 2022/2023 Council Discretionary Expenditures
 Accounts: 1010-10-01-10013-620113 District 3 Discretionary
 1010-10-01-10013-620118 District 3 Discretionary - Carryover
 July 1, 2022 – August 31, 2022

Date	Amount	Description
7/31/2022	\$ 50.00	Jamil Dada Awards Ceremony Dinner
8/31/2022	\$ 500.00	Diamond Girls Softball Association Team Contribution: Luna Chicks

\$ 550.00 TOTAL Council Discretionary Expenditures for FY 22/23

\$ 3,000.00 FY 22/23 Adopted Budget Amount

\$ 5,829.00 Carryover Budget Amount FY 21/22

\$ 8,829.00 FY 22/23 Amended Budget Amount

\$ 8,279.00 FY 22/23 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 9/27/2022



COUNCIL DISTRICT 4 ULISES CABRERA
 Fiscal Year 2022/2023 Council Discretionary Expenditures
 Accounts: 1010-10-01-10014-620114 District 4 Discretionary
 1010-10-01-10014-620119 District 4 Discretionary - Carryover
 July 1, 2022 – August 31, 2022

Date	Amount	Description
7/29/2022	\$ 500.00	Community Health Systems, Inc Backpack Giveaway
7/29/2022	\$ 500.00	Moreno Valley Community Band/ Wind Symphony Student Dues contribution
7/31/2022	\$ 50.00	Jamil Dada Awards Ceremony Dinner
7/31/2022	\$ 53.98	District 4 Town Hall Beverages and Snacks
7/31/2022	\$ 14.52	District 4 Town Hall Beverages and Snacks
7/31/2022	\$ 24.60	District 4 Town Hall Beverages and Snacks
8/8/2022	\$ 400.00	Moreno Valley Unified School District Health & Resource Fair Supplies
8/26/2022	\$ 300.00	Blessed Ministry CDC Backpack Giveaway
<hr/>		
	\$ 1,843.10	TOTAL Council Discretionary Expenditures for FY 22/23
	\$ 3,000.00	FY 22/23 Adopted Budget Amount
	\$ -	Carryover Budget Amount FY 21/22
	\$ 3,000.00	FY 22/23 Amended Budget Amount
	\$ 1,156.90	FY 22/23 Budget Amount Remaining

Attachment: FY 22-23 Expenditure Report Sheet (9.27.2022) [Revision 1] (5952 : COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 9/27/2022



Report to City Council

TO: Mayor and City Council

FROM: Michael Lloyd, Public Works Director/City Engineer

AGENDA DATE: October 4, 2022

TITLE: AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO HARDY & HARPER, INC. FOR PAVEMENT REHABILITATION FOR VARIOUS LOCAL STREETS – CDBG FY 2022-23, PROJECT NO. 801 0094

RECOMMENDED ACTION

Recommendations:

1. Award a construction contract to Hardy & Harper, Inc. for the Pavement Rehabilitation for Various Local Streets - CDBG FY 2022/23 project and authorize the City Manager to execute a contract in substantial conformance with the attached contract in the amount of \$1,169,800.00, and authorize the City Manager to approve and execute any subsequent amendments subject to the approval of the City Attorney;
2. Award an agreement for Professional Consultant Service to G3 Quality, Inc. to provide material testing and geotechnical services for the Pavement Rehabilitation for Various Local Streets – CDBG FY 2022/23 project and authorize the City Manager to execute the agreement with G3 Quality, Inc. in the amount of \$54,313.00, and authorize the City Manager to approve and execute any subsequent amendments subject to the approval of the City Attorney;
3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of \$1,269,800.00 (bid amount plus a contingency of \$100,000.00) and a Purchase Order to G3 Quality, Inc. in the amount of \$54,313.00 necessary for completing the construction of this project, funded by Community Development Block Grant Funds (Fund 2512) and Capital Project Reimbursement Funds (Fund 3008); and

- 4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to Hardy & Harper’s contract not exceeding the contingency of \$100,000.00, subject to the approval of the City Attorney.
- 5. Authorize a budget adjustment as set forth in the fiscal impact section of this report.

SUMMARY

This report recommends approval of a contract with Hardy & Harper, Inc. for the construction of the Pavement Rehabilitation for Various Local Streets - CDBG FY 2022/23 project. The report also recommends approval of a professional consultant agreement with G3 Quality, Inc. for providing material testing and geotechnical services as part of the construction of this project. This project is funded by Community Development Block Grant (CDBG) Funds (Fund 2512) and consistent with the City Council’s Momentum MoVal Strategic Plan as roadway and public facility maintenance remains a top priority for the City Council. This project is part of the FY 26/27 – 30/31 Pavement Management Plan that City Council has committed historic funding levels to complete the work in a short time frame.

DISCUSSION

This project provides both pavement preventative and corrective work for 59 local street segments citywide. The preventative work (e.g. crack seal and slurry seal) and corrective work (e.g. local repairs and surface replacement) will help preserve and extend the useful life of the City’s largest asset at the lowest cost. These streets are prioritized in the Pavement Management Program (PMP) Plans approved by the City Council in January 2021 and February 2022. In addition, these streets that are within the CDBG target areas, and therefore the project is eligible to receive CDBG funding for the improvements.

The project design was completed in-house by engineering staff and advertised for construction bids on August 9, 2022. Formal bidding procedures were followed in conformance with the Public Contract Code. Four (4) bids were received via the electronic bid management system, PlanetBids, on September 2, 2022 as follows:

<u>Contractors</u>	<u>Bid Amount</u>
1. Hardy & Harper, Inc.	\$1,169,800.00
2. R. J. Noble Company	\$1,193,465.00
3. All American Asphalt	\$1,481,345.00
4. Vance Corporation	\$2,049,960.00

The lowest responsible bidder was determined by comparing the cumulative total for all bid items as stipulated in the bidding documents. Staff has reviewed the bid by Hardy & Harper, Inc. and finds it to be the lowest responsive and responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Hardy & Harper, Inc. in their bid. Staff

recommends awarding a contract to Hardy & Harper, Inc. to construct much needed street improvements for the CDBG target areas.

A contingency amount of \$100,000.00 is recommended to account for any changed field condition that may have occurred during the period between the completion of the engineering design work and construction start. The contingency is also recommended to allow rapid response to avoid unnecessary construction delays that typically result in contractor change orders from unforeseen circumstances encountered during construction.

Staff also recommends awarding an agreement to G3 Quality, Inc. in an amount of \$54,313.00 to provide material testing and geotechnical services for this project that generally include performing tests on the contractor’s furnished slurry seal, asphalt, and concrete materials and observing the placement of these materials in the field to ensure the construction meets the project requirements. G3 Quality, Inc. was selected through a request for proposal and selection process and deemed to be highly qualified to perform these quality check/quality assurance (QC/QA) services for the project.

The Planning Division of the Community Development Department determined that this project is exempt from the California Environmental Quality Act per Guidelines Section 15301(c) as a Class 1 (Existing Facilities).

Approval of the recommended actions would support Objective 4 of the Momentum MoVal Strategic Plan: “Manage and maximize Moreno Valley’s public Infrastructure to ensure an excellent quality of life, develop and implement innovative, cost effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery.”

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely construction of the Pavement Rehabilitation for Various Local Streets - CDBG FY 2022/23 project.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will delay the construction of needed improvements and may result in higher future repair costs.*

FISCAL IMPACT

This project is funded by Community Development Block Grant Funds (Fund 2512) and Capital Project Reimbursement Funds (Fund 3008).

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 22/23 Budget	Proposed Adjustments	FY 22/23 Amended Budget

CIP	PW General Capital Projects	3008-70-77-80001-720199 801 0097-3008-99	EXP	\$22,204,081	(\$175,000)	\$22,029,081
CIP	PW General Capital Projects	3008-70-77-80001-720199 801 0094-3008-99	EXP	\$0	\$175,000	\$175,000

AVAILABLE BUDGET

Community Development Block Grant (CDBG)
 (Account 2512-70-77-80001-720199) (Project No. 801 0094-2512-99) \$1,239,186
 Capital Projects Reimbursements
 (Account 3008-70-77-80001-720199) (Project No. 801 0097-3008-99) \$175,000
 Total \$1,414,186

ESTIMATED CONSTRUCTION COSTS:

Construction (including contingency)..... \$1,269,800
 Construction Material Testing and Geotechnical Services \$54,313
 Community Workforce Program Administration Services \$14,752
 City Staff Project Administration and Inspection..... \$50,000
 Subtotal..... \$1,388,865

ANTICIPATED PROJECT SCHEDULE:

Construction is anticipated to begin in late 2022 once all pre-construction documentation and information is provided by the contractor and approved by the City. The project is anticipated to be completed in Spring 2023, barring any weather or unforeseen site condition delays.

NOTIFICATION

Prior to construction, business owners, schools, utilities, adjacent property owners, law enforcement, fire department, churches, public transportation, and other emergency service responders in the area will be notified in a timely manner of the proposed construction and roadway closures.

PREPARATION OF STAFF REPORT

Prepared By:
 Quang Nguyen, P.E.
 Senior Engineer

Department Head Approval:
 Michael Lloyd, P.E.
 Public Works Director/City Engineer

Department Approval:
 Melissa Walker, P.E.
 Engineering Division Manager/Assistant City Engineer

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Agreement with Hardy & Harper Inc.
- 2. Agreement with G3 Quality Inc

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/27/22 12:00 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/27/22 12:52 PM

Agreement No. _____

AGREEMENT**Project No. 801 0094****Pavement Rehabilitation for Various Local Streets (CDBG FY 22/23)**

THIS Agreement is made and entered into this ____ day of _____ 2022 ("Effective Date") by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Hardy & Harper, Inc.**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following, which are incorporated herein by this reference:

- A. Governmental approvals, including, but not limited to, permits required for the Work
- B. Community Workforce Agreement by and Between the City of Moreno Valley and San Bernardino/Riverside Counties Building and Construction Trades Council, AFL-CIO and the Signatory Craft Councils and Unions ("CWA") [PROJECTS OVER \$1,000,000]
- C. This Agreement
- D. Any and all Contract Change Orders and Construction Change Directives issued after execution of this Agreement
- E. Addenda Nos. 0 inclusive, issued prior to the opening of the Bids
- F. Federal Provisions and Requirements
- G. Any Federal Certifications, documentation and reports as required, including but not limited to Contractor's Certification on Federal Contract Requirements, Certification of Nonsegregated Facilities, Certification of Equal Employment Opportunity, Certification on Good Faith Efforts Regarding Minority Based Enterprise (MBE) and Women Based Enterprise (WBE), Race and Ethnic Data Reporting Form.
- H. City of Moreno Valley Supplementary General Conditions
- I. The bound Contract Documents that includes City Special Provisions, General Provisions, and Technical Provisions.
- J. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- K. Reference Specifications/Reference Documents other than those listed in paragraph 2, below.
- L. Project Plans
- M. City Standard Plans
- N. Caltrans Standard Plans
- O. EMWD Standards
- P. Governmental approvals, including, but not limited to, permits required for the Work
- Q. Contractor's Labor and Materials Payment Bond (for reference only)
- R. Contractor's Faithful Performance Bond (for reference only)
- S. Contractor's Certificates of Insurance and Additional Insured Endorsements
- T. Contractor's Bid Schedule, Bidder's Proposal, Subcontractor List, and Material Supplier Listing

Standard Form of Agreement
00500-1

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. REFERENCE DOCUMENTS. The following Reference Documents are not considered Contract Documents and are made available to the Contractor for informational purposes:

A. None

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. Contract Price and Basis for Payment. In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Additive Alternate Bid Items, if any, set forth the Bid Schedule submitted with the Bid. The sum of the unit prices and lump sum prices for the Bid Items awarded by the City is One Million One Hundred Sixty-Nine Thousand Eight Hundred and 00/100 Dollars (**\$1,169,800.00**) ("Contract Price"). It is understood and agreed that the quantities set forth in the Bid Schedule for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of Work, the unit prices set forth in the Bid Schedule multiplied by the actual number of units performed, constructed, or completed as directed and measured by the City Engineer.

4.2. Payment Procedures. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Section 7 of the Standard Specifications, as modified by Section 7 of the City Special Provisions.

5. CONTRACT TIME.

A. Contract Time. The Contract Time shall be **Eighty (80) Working Days**.

B. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements constitutes the date of commencement of the Contract Time of **Eighty (80) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements shall further specify that Contractor must complete the preconstruction requirements within **Ten (10) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security if Contractor persistently delays in providing the required documentation.

C. Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES.

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to complete the Work within the Contract Time, which includes the time necessary to fulfill preconstruction requirements and to complete construction of the Project (except as adjusted by subsequent Change Orders) in accordance with **Article 5** above. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85 and in Public Contract Code Section 7203. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadlines for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to the Work within the Contract Time, Contractor agrees to pay the City **\$500.00 per Calendar Day** that completion of the each such portion of the Work is delayed beyond the Contract Time. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of portions of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

Liquidated damages are owed automatically and without notice of any kind upon the accrual of each day of delay. City may at any time deduct liquidated damages as are payable hereunder from money due or to become due to Contractor, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety. Neither the City's failure or delay in deducting liquidated damages from payments otherwise due Contractor, nor City's failure or delay in notifying Contractor of the accrual of liquidated damages, shall be deemed a waiver of City's right to liquidated damages.

City's rights under this Section shall not be interpreted as precluding or limiting: (1) any right or remedy of City arising from an event of Contractor default other than a failure to complete the Work within the Contract Time; or (2) City's right to order an acceleration, at Contractor's expense, of performance of the Work to overcome delay, including, without limitation, a delay for which City has the right to assess and/or accrue liquidated damages. The availability of liquidated damages shall not limit City's right to terminate the Contractor's performance and accrual and/or assessment of liquidated damages does not constitute a waiver of such rights.

6.2. Owner is Exempt from Liability for Early Completion Delay Damages. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-4 of the Standard Specifications and City Special Provisions regarding compensation for delays.

6.3. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section **3-5** of the City Special Provisions.

7. INSURANCE.

7.1. **General.** The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. **Additional Insured Endorsements.** The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or
3. Substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. **Primary Coverage.** All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured.** Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance.** Any self-insurance (including deductibles or self-insured retention in excess of \$50,000) in lieu of liability insurance must be declared by Contractor and

approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project and any extension of the one-year correction guarantee period in accordance with Section 3-13.3 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:
 - (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
 - (b) Financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and
 - (c) A claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
 - (a) The Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
 - (b) The insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or
 - (c) The Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. Insurer Financial Rating. Insurance companies providing insurance hereunder shall be rated A-VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. Notices to City of Cancellation or Changes. Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by

Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. Commercial General Liability. Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 3-13.3 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: \$1,000,000 per occurrence / \$2,000,000 aggregate / \$2,000,000 products-completed operations.

7.10. Business Automobile Liability. Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with \$1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. Workers' Compensation. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **\$1,000,000** per accident; or

3. Provide a “waiver” form certifying that no employees subject to the Labor Code’s Workers’ Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors’ Insurance.** The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. **BONDS.** The Contractor shall provide two surety bonds. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City’s Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a separate satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop payment notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop payment notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety’s bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City

that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its Surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least five (5) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. General. To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop payment notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

- A. Any activity on or use of the City's premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;

- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City's Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
- P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless exclude only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnatee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnatee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnatee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 10. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be

rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. Independent Defense Obligation. The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. Intent of Parties Regarding Scope of Indemnity. It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. Waiver of Indemnity Rights Against Indemnitees. With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 10. Contractor further agrees to ensure that each subcontractor will execute a separate Letter of Assent to the terms of the CWA if the total project cost is \$1,000,000 or more and will fully indemnify the City for any claims or losses which result from a Subcontractor's failure to adhere to the terms of the CWA on this project.

10.7. No Limitation or Waiver of Rights. Contractor's obligations under this Paragraph 10 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 10 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the

obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. Withholding to Secure Obligations. In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. Survival of Indemnity Obligations. Contractor's obligations under this Paragraph 10 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. FEDERAL REQUIREMENTS. If the Contractor or Subcontractor is performing work on Section 3, Housing and Urban Development Act of 1968, projects for which the amount of the assistance exceeds \$200,000 and the contract or subcontract exceeds \$100,000:

11.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

11.2 The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

11.3 The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

11.4 The contractor agrees to include this Section 3 Clause in every subcontract subject

to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

11.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

11.6 Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

11.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

12. SUCCESSORS AND ASSIGNS. The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

HARDY & HARPER, INC.

BY: _____
Mike Lee, City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>	
APPROVED AS TO LEGAL FORM:	

City Attorney	

Date	
RECOMMENDED FOR APPROVAL:	

Public Works Director/City Engineer	

Date	

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

Attachment: Agreement with Hardy & Harper Inc. (5949 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO HARDY & HARPER,

**AGREEMENT FOR PROFESSIONAL CONSULTANT
GEOTECHNICAL AND MATERIAL TESTING SERVICES FOR
PAVEMENT REHABILITATION FOR VARIOUS LOCAL STREETS (CDBG FY 22/23)
PROJECT NO. 801 0094**

This Agreement is made and entered into this ____ day of _____ 2022 (“Effective Date”) by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **G3 Quality, Inc.**, a California corporation, hereinafter described as "Consultant."

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the professional services hereinafter described as "Geotechnical and Material Testing Services for the Pavement Rehabilitation for Various Local Streets (CDBG FY 22/23)" Project hereinafter described as "PROJECT"; and

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

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

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

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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0094

DESCRIPTION OF SERVICES

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

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit B attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposals (Exhibit A) shall take precedence over the Consultant's Proposal.

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

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$54,313.00 in accordance with the payment terms provided on Exhibit D attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

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

6. The Consultant shall perform the work described on Exhibits A and B in accordance with the start date as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through **December 30, 2023**, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0094

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

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

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0094

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

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

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0094

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

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

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

This section shall survive termination or expiration of this Agreement.

15. Insurance.

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

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0094

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

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

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

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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0094

of any services by the subcontractor.

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

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

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

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

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

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0094

this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

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

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

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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0094

carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

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

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

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0094

maintained by the Consultant for three (3) years following completion of the services under this Agreement.

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

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

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

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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0094

or any rights/benefits hereunder.

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

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

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

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

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

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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0094

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

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

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

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

G3 Quality, Inc.

BY: _____

Mike Lee, City Manager

Date

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Department Head

Date

BY: _____

Name: _____

TITLE: _____

(Corporate Secretary)

Date

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

Attachment: Agreement with G3 Quality Inc (5949 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO HARDY & HARPER, INC.

EXHIBIT "A"
City of Moreno Valley



Request for Proposals
Professional Geotechnical and Material Testing Services

Project No. 801 0090

**Citywide Pavement Rehabilitation Program Fiscal Years 26/27 to 30/31
(Local Streets)**

and

Project No. 801 0094

Pavement Rehabilitation for Various Local Streets (CDBG FY 2022-23)

Proposal Due Date:

September 14, 2022 at 2:00 pm, PST

Submit proposal online at:

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

Contact:

Capital Projects Division

Email: techinfo-capproj@moval.org

Phone: (951) 413-3130

I. Invitation

You are hereby invited to submit a Proposal for Geotechnical and Material Testing Services for two (2) projects, Project Nos. 801 0090 and 801 0094, for the City of Moreno Valley. Interested parties may register and download copies of the Request for Proposal (RFP) via City's online vendor portal at:

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

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

NOTE: The proposer shall submit a separate electronic file for their technical proposal and two (2) separate electric files for cost proposals, one cost proposal for each project.

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

II. Schedule of Important Dates

The following dates are critical in order to have the required services start in November 2022.

	DATE	EVENT
1	September 14, 2022	Proposal due date
2	September 30, 2022	Proposals Review and Consultant Selection Complete
3	October 4, 2022	Service Contract Award by City Council
4	November 1, 2022	Start of Service

III. Scope of Services

The City of Moreno Valley seeks the submission of proposals to provide Geotechnical and Material Testing Services for the Citywide Pavement Rehabilitation Program – Local Streets (Project No. 801 0090) and the Pavement Rehabilitation for Various Local Streets – CDBG FY

2022-23 (Project No. 801 0094) for the Capital Projects Division from interested and qualified proposers. The geotechnical and material testing services shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations.

These projects provide pavement rehabilitation and preservation for approximately 580 local street segments throughout the City. The work includes localized pavement repairs; crack sealing; application of Type 2 slurry seal; removal and replacement of asphalt pavement surfaces; installation of permanent traffic video detector; and reestablishment of traffic striping and signs. The work also includes the reconstruction on Grant Street with curbs, gutters, sidewalks and new pavement section. The projects include base bid work items and additive bid work items with a total of 150 working days for the Contractor to complete the construction of Project No. 801 0090 and 80 working days for Project No. 801 0094.

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

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

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

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

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

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

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

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

IV. Community Workforce Agreement:

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

V. Proposal Format

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

The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration

A. Technical Proposal

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

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

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

1. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the City of Moreno Valley.
3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (if needed) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
6. A statement that the Consultant acknowledges to provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the 'Not-to-Exceed' fee as part of the Cost Proposal, and no additional compensation will be allowed therefor.
7. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns.
8. A statement that the Consultant acknowledges and understands that the Consultant will provide a qualified alternate staff in the event of the primary staff is not able to come to work.
9. A statement that all charges for Consultant services is a "Not-to-Exceed" fee which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
10. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

11. A statement that said hourly rate schedule (which is to be included in the Cost Proposal as required below) is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
12. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
14. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
15. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
16. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
17. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

B. Cost Proposal

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

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

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

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

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

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

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

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

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

VII. PAYMENT TO CONSULTANT AND INVOICING

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

service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.

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

VIII. INSURANCE

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

IX. INDEMNIFICATION

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

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

X. TERMINATION FOR CONVENIENCE OF THE CITY

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

XI. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing the said Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the

Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XII. CONTRACT

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

XIII. GENERAL CONDITIONS

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

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

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

XIV. SELECTION CRITERIA

- A. **The Firm's General Experience and Qualification Information** (20 points) – Information about the company including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.
- B. **Experience of Key Personnel** (60 points) – Background experience of key personnel, credentials and certifications, abilities, familiarity with state and federal procedures and applicable standards and specifications, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies,

and proven track record and depth of understanding/knowledge of the required services.

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

XV. ATTACHMENTS

- A. Non-Collusion Affidavit
- B. Sample Agreement
- C. Community Workforce Agreement
- D. Project No. 801 0090 Construction Plans
- E. Project No. 801 0090 Contract Documents
- F. Project No. 801 0094 Construction Plans
- G. Project No. 801 0094 Contract Documents

Attachment A: Non-Collusion Affidavit

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

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

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

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

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

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

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

By: _____
(signature)

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

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

Attachment: Agreement with G3 Quality Inc (5949 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO HARDY & HARPER, INC.



Response to Request for Proposal
Professional Geotechnical and Material
Testing Services for Project No. 801 0090,
Citywide Pavement Rehabilitation Program
Fiscal Years 26/27 to 30/31 (Local Streets)
and Project No. 801 0094, Pavement
Rehabilitation for Various Local Streets (CDBG
FY 2022-23)

September 14, 2022

Attachment: Agreement with G3 Quality Inc (5949 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO HARDY & HARPER, INC.

September 14, 2022

Proposal No. 2698

City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, California 92553

Subject: Response to Request for Proposals to Provide Professional Geotechnical and Material Testing Services for Project No. 801 0090 Citywide Pavement Rehabilitation Program Fiscal Years 26/27 to 30/31 (Local Streets) and Project No. 801 0094 Pavement Rehabilitation for Various Local Streets (CDBG FY 2022-23)

Dear Selection Committee:

G3 Quality, Inc. (G3) provides the needed experience, knowledge and resources to the City of Moreno Valley to successfully deliver Geotechnical and Material Testing Services for the Citywide Pavement Rehabilitation Program for Local Streets. We are experts in flexible pavements and pavement preservation and understand the significance of overseeing materials testing and field observation on behalf of the City. G3 is dedicated to partnering with the City to ensure the materials incorporated into this year's citywide program meet the contract requirements and preserve the pavement improving mobility for the City's businesses and residents. G3 is aligned with your program to deliver:



The Right Team with Extensive Experience. G3 has partnered with numerous contractors, such as Hardy & Harper and RJ Noble, and construction management firms, such as GK&A, AECOM and FCG in Southern California to assist in delivering successful projects. Through our partnership with GK&A, our team has gained extensive experience working on similar projects including the City of Downey. We have assembled a team of experienced engineers, technical experts, Inspectors, Caltrans-certified materials testers, and laboratory technicians. Our team will be led by project manager, Jordan Roper, PE, who is an expert in quality program management and materials testing with extensive pavement design experience. Jordan will work closely with Chris Gerber, as Quality Program Director, harnessing over 25 years of experience with flexible pavements and pavement rehabilitation programs. Our proposed field inspectors/technicians are experts in the materials testing and inspection field and are highly knowledgeable, experienced and certified individuals with the ability to successfully deliver services to the City.



In-Depth Technical Understanding, Proactive Communication and Meticulous Reporting.

G3 has extensive experience supporting local agencies throughout California to provide inspection, sampling and materials testing services. Our specific expertise with pavement preservation treatments, rehabilitation strategies and major roadway construction consisting of slurry seals, ARHM, HMA and concrete pavements brings decades of experience to the City's consultant team. Our understanding of proper sampling and testing procedures in accordance with either Greenbook, Caltrans, or local assistance procedures manuals provides confidence that we will document and communicate effectively. Our team will provide detailed, timely, and meticulous reports through our electronic reporting system and we are excited to contribute to the success of this project.



Local Resources. Our Caltrans and AASHTO accredited laboratory is located in the City of Redlands, allowing for expedited delivery of samples from the various project sites in the City of Moreno Valley to our laboratory.

G3 looks forward to partnering with the City to deliver a successful, quality, timely, and on-budget project as the City of Moreno Valley makes this historic investment in the infrastructure of its community. Please contact Jordan Roper, PE directly at 562.321.9845 or jroper@g3quality.com for any additional information or questions.

Best Regards,
G3 Quality, Inc.



Chris C. Gerber, President



Jordan Roper, PE, Project Manager

SECTION 1

Approach & Understanding

Attachment: Agreement with G3 Quality Inc (5949 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO HARDY & HARPER, INC.





APPROACH & UNDERSTANDING

COMPANY OVERVIEW

G3 Quality, Inc. (G3) is a California-based, Small Business that has provided Quality Management, Engineering, Inspection, and Materials Testing Services since 2013. We have successfully implemented Quality Programs on some of the most complex infrastructure projects throughout California, including pavement rehabilitation and preservation projects. Our team of over 125 full time technical staff include licensed engineers, construction inspectors, certified material testers and laboratory technicians that are specifically experienced in infrastructure projects. G3 brings materials engineering and quality management experts to the City of Moreno Valley that are leaders in materials innovation, sustainable design and are highly knowledgeable in construction inspection and materials testing.

G3 operates from its corporate office in Cerritos, California and additional laboratories and offices located in Redlands, Bakersfield, and Sacramento. **Located within minutes of the project sites, our local Redlands laboratory will provide exceptional service and response time due to its close proximity.** Our laboratory is accredited by Caltrans and AASHTO Resource for Quality Management Systems, including R-18, ASTM D3666, C1077, D3740, and E29. G3 also maintains fully integrated mobile laboratories to enhance project specific quality programs.

PROJECT UNDERSTANDING

G3 understands that the City of Moreno Valley desires to partner with a qualified firm to provide geotechnical and materials testing services for the rehabilitation and preservation of approximately 580 local street segments throughout the City and that the work includes localized pavement repairs; crack sealing; application of Type 2 Slurry Seal; removal and replacement of asphalt pavement surfaces; installation of permanent traffic video detector; and reestablishment of traffic striping and signs. It is our understanding that the work also includes reconstruction on Grant street with curbs, gutters, sidewalks and new pavements sections. G3 understands material sampling and testing services will include:

Material Sampling and Testing Services	Pre-production testing of slurry seal
	Production testing of slurry seal
	Construction observation and testing of aggregate base and subgrade materials
	Testing of Hot Mix Asphalt (HMA) / Asphalt Rubber Hot Mix (ARHM) and placement observation
	Testing of Portland Cement Concrete (PCC)

Based on our long-term experience providing geotechnical and materials testing services on road rehabilitation projects throughout California, we are confident G3 will provide value to the City in supporting your Citywide Pavement Rehabilitation Programs for local streets. Our experience on recent, similar projects brings the knowledge, work flow and technical expertise to successfully ensure a successful project. G3's services will be led by Jordan Roper, PE, who will provide materials control and technical support throughout the projects. His knowledge and experience with Caltrans and local agency projects and specifications allow him to lead the inspection and materials testing staff effectively. Jordan's experience allows him to develop and manage a QA testing budget that complies with local and federal requirements while working within the contractors schedule. **As Project Manager, Jordan is committed to the successful delivery of any project task and is ready to proactively begin working with you.** G3's credentialed inspectors and as needed materials testers will be utilizing real time reporting technology proprietary to G3 which enables real time information sharing, eliminating materials acceptance and inspection delays.



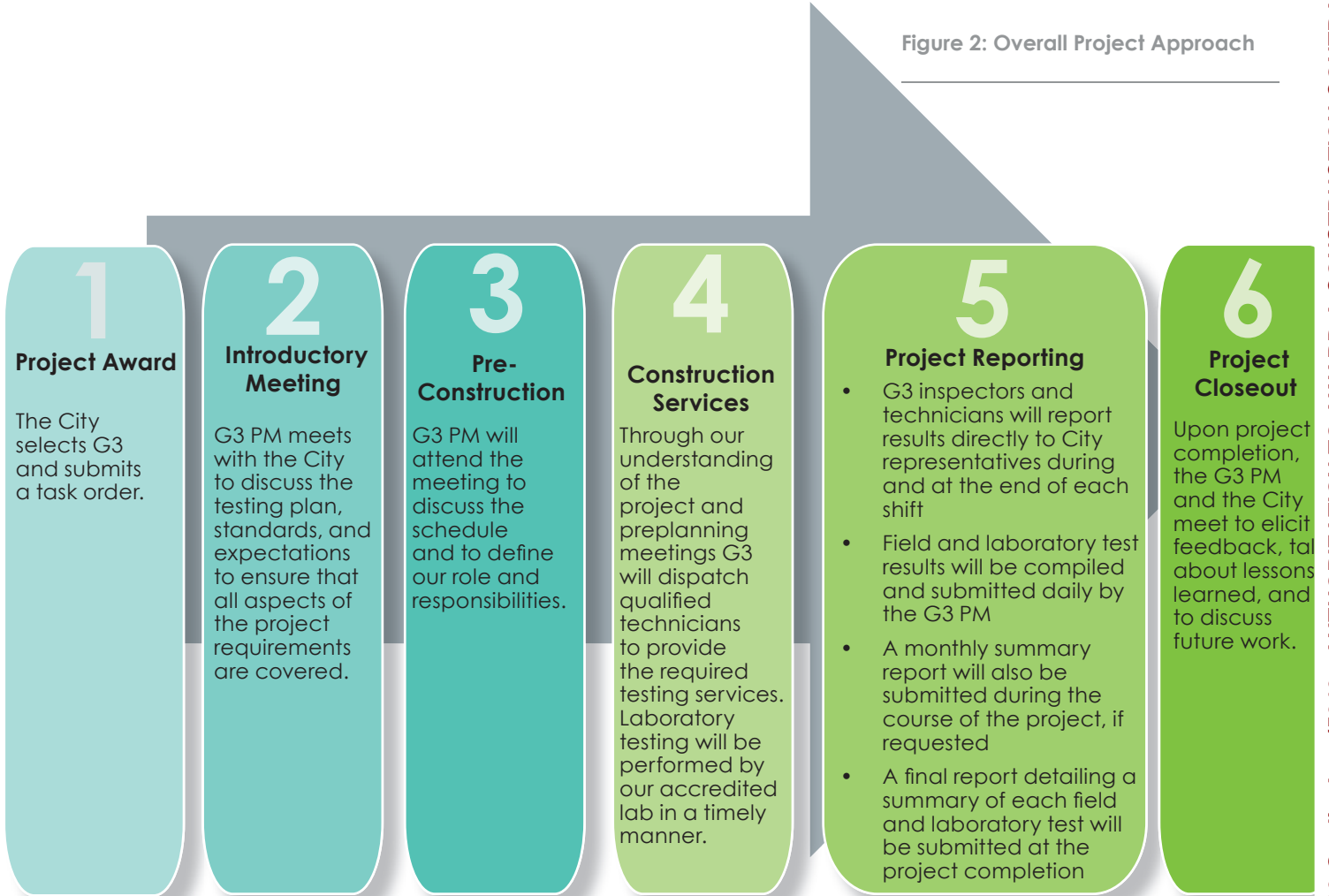
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PROJECT APPROACH

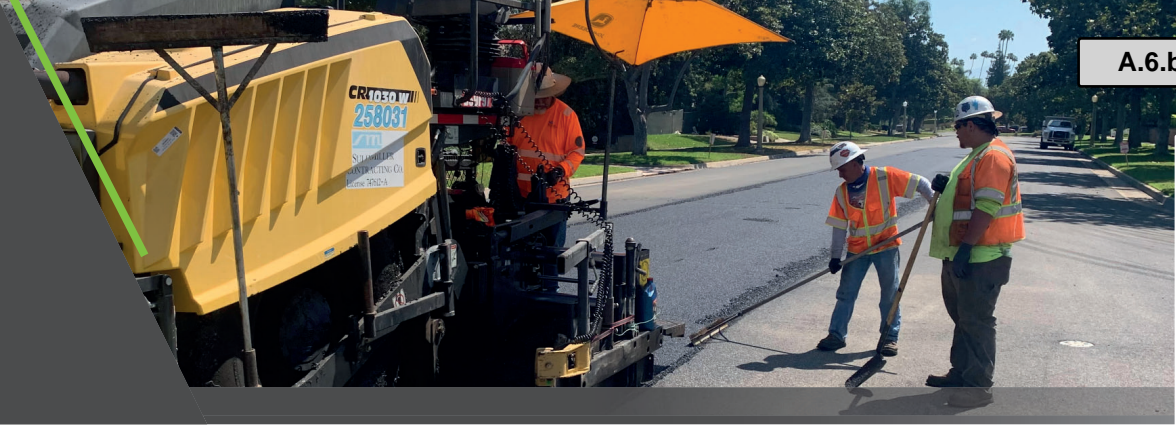
G3 is highly qualified to partner with the City to rehabilitate the local street segments identified in the City's plans and specifications. We offer an experienced team with the knowledge and experience in geotechnical and materials testing services to successfully delivery your project. **Our team is dedicated to the delivery of these City projects and will work diligently with your staff to create a culture of teamwork and collaboration that leads to project success.** Figure 2 below illustrates our overall project approach and outlines the quality control measures to ensure delivery of a quality product on time and within budget that provides a cost efficient, timely and predictable execution of work.

Figure 2: Overall Project Approach



Attachment: Agreement with G3 Quality Inc (5949 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO HARDY & HARPER, INC.

2



A.6.b

Attachment: Agreement with G3 Quality Inc (5949 : AUTHORIZATION TO AWARD A CONSTRUCTION TO HARDY & HARPER, INC.

SECTION 2

Scope of Services



SCOPE OF SERVICES

SCOPE OF SERVICES

Below we have provided a detailed scope of services reflecting the methods and procedures our team intends to utilize to provide the required services.



Task 1 – Project Management and Administration

G3 will attend the pre-construction and weekly construction progress meetings, as necessary, and support the City with providing crucial requirements for a successful slurry seal project. Proposed Project Manger, Jordan Roper, PE, will review all project plans, specifications, and special provisions to understand the contract requirements. Jordan will work closely with the City's project manager to understand the work progress and upcoming critical activities. Jordan will provide as-needed technical support.

Based on this constant communication, prior to each activity or materials placement, G3 will hold an internal meeting with the project manager, field inspectors, and technicians to review the specific inspection and materials testing plan for the work, confirm that materials sources and designs have been verified, reviewed, and approved per the specification requirements to ensure the QAP testing frequencies are being followed. This meeting communicates and aligns the quality management and testing team to prepare for project tasks and enforce the project specifications, ensuring that the materials inspected, sampled, and tested will comply. Before materials placement, any preconstruction materials testing required will be completed to confirm the materials arriving at the project site meets project specifications.



Task 2 – Pre-Production Testing of Slurry Seal

G3 will provide pre-production testing of slurry seal mix, including design verification, calibration and testing, to ensure the proposed materials delivered to the site comply with project specifications.

G3's locally Caltrans and nationally AASHTO accredited laboratories are locally capable to perform the required materials tests for your projects. In addition, **our laboratory has a strong reputation with Caltrans and the industry for providing accurate, reliable and timely results.** We will sample materials based on the City's requirements, as well as the local assistance procedures manual testing frequencies, to ensure that the proper acceptance testing is being performed. Testing includes:


- Mix design conformance testing on the aggregate, emulsion, and accelerator/retardant
- Emulsion testing to determine particle charge, distillation, percent residue, and viscosity SSF
- Aggregate testing to determine the washed gradation and determining sand equivalents

The mix design test results will be reviewed by Jordan Roper, PE, a California registered Civil Engineer.

Task 3 – Production Testing of Slurry Seal

G3 will provide materials inspection and testing for slurry seal operations to ensure that all work complies with the approved construction documents and applicable codes and regulations. Our proposed field inspection staff understand the specific slurry procedures to ensure the materials meet the City's requirements. The field inspectors will verify that the slurry is spread evenly per standard requirements.

Material samples will be collected and tested for percent emulsion, percent residual asphalt, consistency, and wet track abrasion. Each inspector utilizes electronic reporting systems to notify the project team of any issues in real time. As such, documentation of the test results will be made available immediately for the City, followed by hard copies of the reports as requested.

 **Task 4 – Construction Observation and Testing of Aggregate Base and Subgrade Material**

During construction of the subgrade and aggregate base layers, we will provide a qualified pavement inspector to ensure the layers are moisture conditioned, uniform and compacted above minimum relative compaction and is ready to support a new pavement layer.

The inspector will observe any scarification and re-compaction processes of the subgrade materials, and observe the placement process of the aggregate base. Along with these critical items, G3's proposed inspectors are qualified to document and ensure compliance with the contract documents.

 **Task 5 – Testing of HMA/ARHM and Placement Observation**

We will provide an experienced and qualified pavement inspector to provide these services for the HMA/ARHM placement. During construction, our field inspector will meet each shift with the City's representative to discuss the day's operations. Each inspector utilizes electronic reporting systems to notify each other of any issues in real time. Materials will be sampled at the established sampling frequencies and tested at our laboratory facility. Should a non-compliant issue arise, the inspectors will notify Jordan Roper, PE—your Project Manager—of the issue. Jordan will then notify the City. Each non-compliant issue will be recorded and full reports will be made available to the City. The inspector will provide HMA/ARHM placement inspection, as discussed below.

HMA / ARHM Pavement Inspection

The inspection observations from activities below will be presented in a daily inspection report along with any applicable field testing information. Inspection activities include:

- 1 Pre-pave pavement inspection for any deficiencies and verify compliant ambient temperature suitable for paving
- 2 Verify limits of pavement and quantity of materials ordered with the Foreman
- 3 Verify proper mix design, source and equipment is onsite for the days paving
- 4 Partner with the City's Inspector to review traffic control, resident or business access and address any concerns
- 5 Verify the correct mix is being delivered to the project and within the specified delivery temperatures
- 6 Monitor the materials transfer to the paving machine
- 7 Monitor the pavement thickness is properly set and the lines and grades are set for compliant pavement thickness at gutter or match lines
- 8 Verify proper compaction equipment is being utilized and consistent rolling procedures are implemented by the contractor
- 9 Inspect and continuously monitor workmanship
- 10 Monitor compaction of HMA / AHRM lift with a calibrated nuclear gauge



Task 6 – Testing of PCC

G3 inspectors will review mix designs and perform testing on PCC materials to be used for access ramps reconstruction. Our team includes certified inspectors and technicians who will verify concrete air content, unit weight, and slump/penetration during PCC Placement and cast concrete samples for strength testing to comply with project specifications.



PROJECT REPORTING

G3 understands that communication is a key component to providing high quality project reporting deliverables and ensuring project effectiveness. We value clear communication throughout each project lifecycle, which includes:

- **Field and laboratory tests results** which are compiled and submitted daily by the G3 Project Manager, Jordan Roper, PE. The daily reports also include quality assurance reports during laydown operations detailing the field recommendations.
- **Daily shift results** which are provided directly to City representatives by G3 inspectors and technicians during and at the end of each shift. The daily reports detail the construction activities for the day, limits of construction, testing conducted, and any non compliances.
- **A monthly summary report** may also be submitted during the course of the project, if requested.
- **A Final report** detailing a summary of each field and laboratory test which will be submitted at the project completion.
- **Project budget tracking** and management to ensure the project stays within the not-to-exceed budget.

PROJECT CHALLENGES AND OPPORTUNITIES

G3 has thoroughly reviewed the RFP for the Pavement Rehabilitation Program and foresees the challenges and opportunities identified in the table below.

Table 2. Project Challenges and Opportunities

CHALLENGE	MITIGATIONS AND OPPORTUNITIES
Desire for continual communication of work progress and any and all issues arising during construction.	<ul style="list-style-type: none"> • G3's approach of preconstruction planning will eliminate any inspection and testing confusion during the crucial phases. • Our technological reporting approach will allow for non-conformities to be communicated to the project team immediately so they can be addressed. • Should a non-compliant issue arise during any phase of the rehabilitation, the inspectors will notify Jordan Roper and the engineer's representative immediately and clearly document issues in daily and weekly reports.
Timely resolution of resident-related issues during the project phase scheduled and allowable disruption to roadway operation	<ul style="list-style-type: none"> • G3's approach of preconstruction planning and proactive communication will reduce disruption to roadway operation. • In the event of resident-related issues during the project phase, G3 will notify and work with the City to resolve issues.

Table 2. Project Challenges and Opportunities

CHALLENGE	MITIGATIONS AND OPPORTUNITIES
Potential unsuitable soils	<ul style="list-style-type: none"> G3 understands the role that the subgrade surface plays in supporting pavement. Areas that exhibit fatigue distress or potholing are often due to poor subgrade issues. G3 will monitor the subgrade material in these areas to ensure the subgrade can support the pavement. G3 engineers can provide subgrade stabilization recommendations in a timely manner if poor soil conditions are encountered.

QUALIFICATIONS

G3 is highly experience and qualified in providing the services required by the City, below we have detailed our qualifications relevant to the scope of services for this project.



Slurry Seal Inspection and Testing

G3 understands the importance of the design and use of high quality slurry seal to extend the lifespan of pavements. We have the experience and knowledge of performing pre-production testing of slurry seal mix designs, which includes testing the aggregate, emulsion, and accelerator/retardant. We measure the particle charge, distillation, percent residue, and viscosity SSF, washed gradation, sand equivalents, consistency, and wet track abrasion.

G3 also performs production testing of asphalt emulsion to test the residual asphalt, consistency, and wet track abrasion. During construction activities, G3 performs placement observations, extracts samples, and conducts materials testing for compliance.



Onsite Materials Testing and Inspection

G3 provides field inspectors and technicians who are local to your project, are multi-certified, and highly qualified individuals that take pride in the success of each project. As a Local 12 Operating Engineers signatory firm, all our field inspectors and testers are G3 employees. They abide by the G3 way and our company's values providing a true project partnership every day on your project. They are the foundation of our field services and take pride in their work.

Our field services department specializes in providing inspection and testing services for some of the most complex and challenging infrastructure projects. Our inspectors and technicians are Caltrans, ACI, CWI, AWS, and ICC certified professionals.



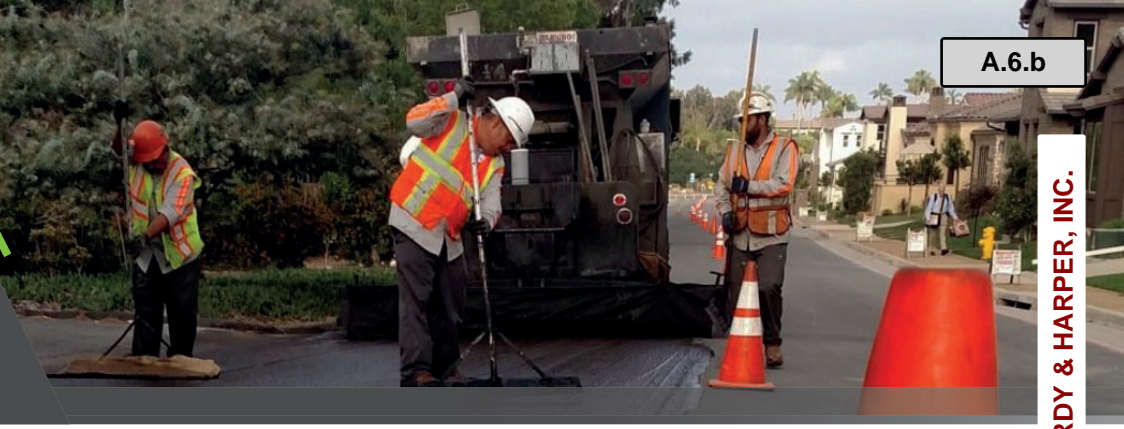
Laboratory Testing Services

G3 prides itself in its materials testing capabilities through its state-of-the-art and efficient laboratories. **Each laboratory is accredited by Caltrans, AMRL, CCRL, and Army Corps of Engineers.** The testing equipment is routinely calibrated and maintained to the highest standards. In addition, G3 utilizes a fully electronic and traceable workflow process efficiently logging, testing and reporting materials testing data through our laboratory information management system QualityConnect™. QualityConnect™ is G3's custom software application that delivers intricate laboratory testing data in real time to our clients. G3's laboratories are fully accredited and capable of performing the required tests under this request for proposal.

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SECTION 3

Project Team



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PROJECT TEAM

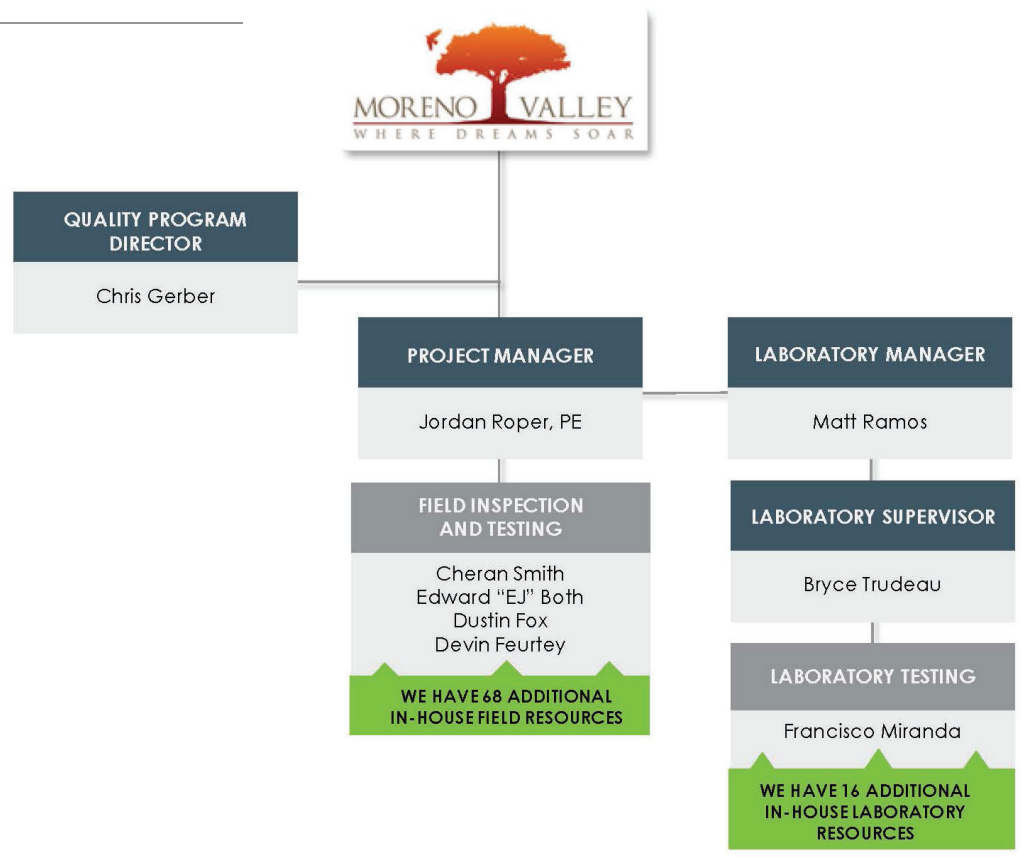
The organization chart below (Figure 3) illustrates our team structure, including our experienced senior project manager, Jordan Roper, PE. He will be responsible for the delivery of services listed in the City's scope and will be the main Point of Contact for the day-to-day operations for the project services. Our team of over 125 full time technical staff include licensed engineers, construction inspectors, certified materials testers and laboratory technicians that are specifically experienced in Caltrans and local agency infrastructure projects. **Our effective, efficient resources afford us the ability to quickly respond to the complex work schedule, including simultaneous projects and night and weekend shifts.**

The value G3 brings to the City's projects is best described by its availability and vast experience of its technical experts. The following pages provide brief biographies of team members that provide the City with resources to successfully deliver your projects. **The G3 team will partner with the City with the common goal of high quality, on time and on budget project delivery.**

Resumes are provided in Appendix A. As requested in the RFP, project personnel will not be changed without prior written approval from the City. **Our project team is 100% committed to the City for the duration of the program and project tasks.**

Our workload is managed in such a way that we can quickly mobilize, even in an emergency scenario.
 We understand that project work doesn't always happen between "nine to five," and we're ready to work with you and communicate consistently. We are accustomed to staffing around construction schedules and will be responsive to all potential night and weekend work.

Figure 3: Organization Chart





JORDAN ROPER, PE | PROJECT MANAGER

Jordan is a Professional Engineer with specific expertise in Quality Assurance Program Management, Pavement Evaluation and Design. He has over 11 years of experience providing geotechnical engineering and materials testing services and has experience on similar projects such as the City of Rialto 2020/2021 Street Overlay and Reconstruction Program. Jordan specializes in materials inspection and testing for HMA, ARHM, and slurry projects. As a result of Jordan's experience and relationships with many local contractors and construction management firms, he is able to effectively manage a wide range of projects. **As Project Manager, Jordan will apply his expertise to ensure materials are in compliance with the required specifications and all projects are completed on time and within budget. Jordan is dedicated to this project and commits to being in close contact with the City to ensure project needs are met and any issues that arise are addressed.**



CHRIS GERBER | QUALITY PROGRAM DIRECTOR

Chris has 24 years of experience with public works infrastructure projects focused on pavement preservation, resurfacing, reconstruction, quality assurance and quality control services throughout California. As G3's founding principal, Chris is leading the development of the company's strategic vision, business operations, technical capabilities and business growth. Chris is focused on building the business into a sustainable, fun and rewarding work environment while providing innovative quality control and quality assurance programs. As an industry expert in the field of HMA and quality programs within the infrastructure construction market, Chris has managed iconic infrastructure projects such as the I-710 Long Life Pavement Rehabilitation, Wake Island Runway Replacement, Metro Exposition Light Rail program, LAX Major airfield improvements, various city/county quality assurance programs as well as complex infrastructure quality programs for design-build and design-bid-build projects. **Chris is fully committed to the success of the project. As Quality Program Director, Chris will work closely with Jordan and apply his knowledge and extensive experience with a multitude of QA projects to ensure that the project components are completed on-time and within specifications.**



MATT RAMOS | LABORATORY MANAGER

Matt has over 22 years of laboratory and quality management experience specializing in testing of aggregate, soils, binders, concrete and hot mix asphalt. He oversees all aspects of laboratories accreditation activities as well as preparation of quality control programs; assists in the development of hot mix asphalt and concrete mix designs. In addition to his laboratory experience, Matt has managed a wide-range of projects including local interchanges, major highway construction including state and federal projects, port construction, and FAA airfield construction. Matt utilizes his extensive laboratory and project knowledge to deliver timely, innovative and client-focused solutions. His leadership in laboratory quality management, client relations, and technical development make him our ideal Laboratory Manager. **As the Laboratory Manager, Matt will perform final test data review, distribute test data to the project team and log testing frequencies in accordance with the relevant quality program.**

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CHERAN SMITH | FIELD INSPECTOR / TECHNICIAN

Cheran is a qualified inspector with 9 years of certified testing and inspection experience. Prior to joining G3, Cheran provided Type I and Type II slurry inspection and sampling services throughout the Cities of Anaheim and San Bernardino. She is well versed in providing pre-production and production testing inspection and testing of slurry seal and AHRM and is familiar with state and federal procedures and applicable standards and specifications. Cheran is experienced in providing quality control and quality assurance services for various projects in the region and has established and maintained strong working relationships with many local contractors as a result of this experience. In addition to fostering clear and consistent communication, these relationships ensure the project runs smoothly, resulting in huge benefits for the City. **Cheran will use her extensive background to ensure construction activities are performed per project plans and specifications. She will document activities, noting non-compliances, and make sure the sampling and testing are performed at the correct frequencies. Cheran will deliver precise materials testing data and promptly report the results, contributing to a well informed team and eliminating any materials acceptance and inspection delays.**



EDWARD "EJ" BOTH | FIELD INSPECTOR / TECHNICIAN

EJ has more than 11 years of field and laboratory technician experience specializing in testing of soils, aggregates, concrete, and asphalt. Prior to joining G3, EJ provided Type I slurry inspection and sampling services for the cities of Santa Clarita, Thousand Oaks, Agoura Hills, and Moreno Valley. As a field tester, EJ oversees construction activities and performs field testing and sampling as required. He has acted as the lead inspector on various SBCTA and Caltrans projects and is experienced with materials sampling and testing services for subgrade, aggregate base, HMA compaction, and slurry and all applicable procedures, standards and specifications. EJ has served in both quality control and quality assurance roles for various projects in the region and has successfully established and maintained strong working relationships with many local contractors. As a result of these relationships, the City benefits from clear and consistent communication as well as smooth execution of the project. **EJ will utilize his extensive field knowledge to observe construction activities and perform applicable field testing, including compaction, consistency and time of set of slurry, and application rate.**



DUSTIN FOX | FIELD INSPECTOR / TECHNICIAN

Dustin is a qualified infrastructure inspector, tester, and quality control manager with 15 years of experience in Caltrans highway construction. He is highly knowledgeable in the materials testing of soils, aggregates, PCC, concrete, HMA, ARHM, and asphalt in accordance with ACI and Caltrans standards. Dustin is experienced in providing quality control and quality assurance services allowing him to develop and retain strong working partnerships with many local contractors. These partnerships ensure the City has clear and consistent communication and efficient project execution. **Dustin will apply his experience and extensive knowledge with materials testing services to ensure slurry seal, HMA, ARHM, and PCC materials are in compliance with the project specifications.**

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DEVIN FEURTEY | FIELD INSPECTOR / TECHNICIAN



Devin has 8 years of construction inspection experience, providing materials testing of soils, aggregates, PCC, concrete, HMA, AHRM, and asphalt in accordance with ACI and Caltrans standards. As a roadway inspector, he oversees highway overlay and construction activities, and performs inspection duties to include plan and specification review, scheduling of materials sampling, and preparation of non-compliance reports. Devin has extensive experience with HMA/ARHM mix designs

for slurry and overlay using Superpave method, Hveem compaction method, and Marshall compaction method. Through his experience in quality control and quality assurance roles, Devin has developed and maintained strong working relationships with many local contractors. As a result of these relationships, the City benefits from clear and consistent communication as well as smooth execution of the project. **Devin will provide inspection and materials testing for slurry seal pre-production and production, and will certify the materials meet contract specifications. He will observe construction activities and provide thorough documentation.**

BRYCE TRUDEAU | LABORATORY SUPERVISOR



Bryce has over 19 years of field and laboratory materials testing and inspection experience specializing in testing of soils, aggregates, concrete, masonry block and asphalt. Bryce has also served as a Field Inspector and has extensive experience performing inspection and testing for Continually Reinforced Concrete Pavement (CRCP), Hot Mix Asphalt (HMA), soils, aggregate bases and Jointed Plain Concrete Pavement (JPCP). His knowledge of both field inspection and laboratory materials testing make

him the ideal Laboratory Manager for your program. Bryce is responsible for maintaining our laboratory accreditations, calibrations of equipment and the training and management of all laboratory staff. **As the Laboratory Supervisor, Bryce will schedule and coordinate all required testing and report and distribute test data to our Project Manager.**

FRANCISCO MIRANDA | LABORATORY TESTING TECHNICIAN



Francisco is a qualified laboratory technician with four years of experience performing materials testing. Francisco has a strong understanding of soils, aggregates, concrete, and asphalt testing with the ability to successfully interpret specifications for testing requirements. Francisco's technical knowledge combined with his experience enables him to provide a high level of laboratory testing services. **Francisco will perform all required**

laboratory testing and will communicate all results with Bryce in a timely and efficient manner.

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SECTION 4

Similar Projects



4

SIMILAR PROJECTS

EXPERIENCE WITH COMPARABLE WORK

G3 is highly qualified for this program due to our in-depth experience with quality management programs, pavement design, laboratory mix designs, various sustainable pavement materials testing and design, inspection and materials testing per local agency, Caltrans, and Federal standards. Table 1 provides a list of comparable work. **Our team will draw from knowledge gained from our project experience to guide each task toward a successful delivery that is on time and within budget.**

Table 1: Listing of Comparable Work



Project Name Owner	PROJECT FEATURES							
	Construction Inspection Services	Slurry Seal Placement /Cool Pavement	Compaction Monitoring, Testing – Soil, Pavement, and Asphalt Concrete	Engineering Characteristics and Index Properties of Soils and Asphalt Concrete	Material Sampling and Field Testing	Pavement Rehabilitation	Local Streets	Arterial and Collector Streets
Foster Bridge Boulevard Pavement Rehabilitation City of Downey	●	●	●	●	●	●		●
CIP 22-15 Residential Street Pavement Rehabilitation City of Downey	●	●	●	●	●	●	●	
CIP 22-02 Residential Street Pavement Rehabilitation, Area 10 City of Downey	●	●	●	●	●	●	●	
3rd Street Pavement Rehabilitation City of Downey	●	●	●	●	●	●		●
On-Call Materials Testing, Pavement Mix Design, and Inspection Services Los Angeles County Department of Public Works	●	●	●	●	●	●		●
22814 LACDPW Palmdale Boulevard County of Los Angeles	●		●	●	●	●		●
20-9271 Street Rehabilitation Program City of San Marino	●		●		●	●	●	●
Caltrans District 7, Interstate 5 North / Empire Avenue Improvements Los Angeles County Metropolitan Transportation Authority	●		●	●	●	●		●
Lancaster Revive 25 City of Lancaster	●		●	●	●	●		●
On-Call, Pavement Spec Writing Port of Long Beach	●		●	●	●	●		
Materials Testing Services for FY 14-15 Bridge Preventative Maintenance Program City of Santa Clarita	●		●	●	●	●		
Annual Overlay Program 2016-2017 City of Santa Clarita	●		●	●	●	●		●
Route 241 Tolling Project Transportation Corridor Agency	●					●		
216th Street Emergency Repair City of Carson	●					●		●

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SECTION 5

Resource Allocation Matrix



RESOURCE ALLOCATION MATRIX

Below we have provided a resource allocation matrix detailing the tasks for each proposed individual and the number of hours associated with each task.

PROJECT 801 0090 – CITYWIDE PAVEMENT REHABILITATION PROGRAM FISCAL YEARS 26/27 TO 30/31 (LOCAL STREETS)

TASK	DESCRIPTION	FIRM	Project Manager	Project Director	Materials Tester	TOTAL HOURS
TASK 1 - Project Management and Administration						
1.1	Pre-Construction Meeting Attendance and Materials Submittal Reviews	G3	12	0	0	12
1.2	Onsite Evaluation	G3	0	8	0	8
1.3	Construction Meetings (Assume 2 per month for 6 months)	G3	12	0	0	12
SUBTOTAL Task 1			24	8	0	32
TASK 2 - Pre-Production Testing of Slurry Seal						
2.1	Slurry Seal Sampler (Assume 1 technician, 8 hours/day for 2 days)	G3	0	0	16	16
2.2	Field Review, Compliance, Daily Reports, Documentation	G3	4	0	0	4
SUBTOTAL Task 2			4	0	16	20
TASK 3 - Production Testing of Slurry Seal						
3.1	Slurry Seal Operation (Assume 1 technician, 8 hours/day for 45 days)	G3	0	0	336	336
3.2	Compliance, Daily Reports, Documentation	G3	42	0	0	42
3.3	Field Review	G3	0	11	0	11
SUBTOTAL Task 3			42	11	336	389
TASK 4 - Construction Observation and Testing of Aggregate Base and Subgrade Material						
4.1	Aggregate Base and Subgrade Compaction (Assume 1 technician, 8 hours/day for 20 days)	G3	0	0	80	80
4.2	Compliance, Daily Reports, Documentation	G3	10	0	0	10
4.3	Field Review	G3	0	3	0	3
SUBTOTAL Task 4			10	3	80	93
TASK 5 - Testing of HMA/ARHM and Placement Observation						
5.1	HMA/ARHM Placement Operation (Assume 1 technician, 8 hours/day for 45 days)	G3	0	0	336	336
5.2	Compliance, Daily Reports, Documentation	G3	42	0	0	42
5.3	Field Review	G3	0	11	0	11
SUBTOTAL Task 5			42	11	336	389
TASK 6 - Testing of PCC						
6.1	PCC Placement Operation (Assume 1 technician, 8 hours/day for 15 days)	G3	0	0	40	40
6.2	Compliance, Daily Reports, Documentation	G3	5	0	0	5
6.3	Field Review	G3	0	2	0	2
SUBTOTAL Task 6			5	2	40	47
TOTAL			127	35	808	970

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PROJECT NO. 801 0094 – PAVEMENT REHABILITATION FOR VARIOUS LOCAL STREETS (CDBG FY 2022-23)

TASK	DESCRIPTION	FIRM	Project Manager	Project Director	Materials Tester	TOTAL HOURS
TASK 1 - Project Management and Administration						
1.1	Pre-Construction Meeting Attendance and Materials Submittal Reviews	G3	4	0	0	4
1.2	Onsite Evaluation	G3	0	2	0	2
1.3	Construction Meetings (Assume 2 per month for 6 months)	G3	4	0	0	4
SUBTOTAL Task 1			8	2	0	10
TASK 2 - Pre-Production Testing of Slurry Seal						
2.1	Slurry Seal Sampler (Assume 1 technician, 8 hours/day for 2 days)	G3	0	0	8	8
2.2	Field Review, Compliance, Daily Reports, Documentation	G3	2	0	0	2
SUBTOTAL Task 2			2	0	8	10
TASK 3 - Production Testing of Slurry Seal						
3.1	Slurry Seal Operation (Assume 1 technician, 8 hours/day for 45 days)	G3	0	0	96	96
3.2	Compliance, Daily Reports, Documentation	G3	12	0	0	12
3.3	Field Review	G3	0	4	0	4
SUBTOTAL Task 3			12	4	96	112
TASK 4 - Construction Observation and Testing of Aggregate Base and Subgrade Material						
4.1	Aggregate Base and Subgrade Compaction (Assume 1 technician, 8 hours/day for 20 days)	G3	0	0	32	32
4.2	Compliance, Daily Reports, Documentation	G3	6	0	0	6
4.3	Field Review	G3	0	2	0	2
SUBTOTAL Task 4			6	2	32	40
TASK 5 - Testing of HMA/ARHM and Placement Observation						
5.1	HMA/ARHM Placement Operation (Assume 1 technician, 8 hours/day for 45 days)	G3	0	0	48	48
5.2	Compliance, Daily Reports, Documentation	G3	6	0	0	6
5.3	Field Review	G3	0	2	0	0
SUBTOTAL Task 5			6	2	48	56
TASK 6 - Testing of PCC						
6.1	PCC Placement Operation (Assume 1 technician, 8 hours/day for 15 days)	G3	0	0	16	16
6.2	Compliance, Daily Reports, Documentation	G3	2	0	0	2
6.3	Field Review	G3	0	0	0	0
SUBTOTAL Task 6			2	0	16	18
TOTAL			36	10	200	246

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SECTION 6

References



A.6.b

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REFERENCES

"Cool Pavements" Pilot Program, Los Angeles, California

Owner/Client: Los Angeles County Department of Public Works

PROJECT DURATION: 2017 to Current

REFERENCE

Los Angeles County Department of Public Works
Yonah Halpern, PE, GE, Civil Engineer
900 S Fremont Avenue | Alhambra, California 91803
626.458.1731 | YHalpern@dpw.lacounty.gov

As part of the as-needed materials testing, pavement mix design, and inspection services contract, G3 provided consultation services for the LA County "Cool Pavements" Pilot Program in Covina. The program aimed to measure the effectiveness



of "cool pavements", which are special light-colored coatings that are applied to pavement surfaces to reflect sunlight and stay cooler than traditional road pavements. G3 developed the project specifications to test four different coatings around the city and measure the cooling effects, longevity of coatings, and cost effectiveness.

The Project Specifications that G3 developed for this project has been adopted by LACDPW as standards to use on all other Cool Pavement projects. G3 provided pre-placement laboratory testing of the four "cool pavement" products and conducted site visits to evaluate the existing condition of the roadways that would receive application. During placement, G3 provided inspection, sampling and testing of the products. The inspection activities included monitoring the surface preparation and cleaning, the product mixing and proportioning, observing the product placement, noting the application area, product set time and consistency. G3 also sampled and tested the products for flow, set time, and wet track abrasion. After the product placement, G3 conducted site visits to monitor the performance of the "cool pavement" products. Our engineers would note cracking, visual appearing, and skid resistance of the surface. G3 provided a summary report that included data collected during the pre-placement, placement and post placement activates up to a year after placement to provide our conclusion as to the performance of the products.

2020/2021 Street Overlay and Reconstruction Program, Rialto, California

Owner: City of Rialto | Client: AECOM

PROJECT DURATION: 2021 to Current

REFERENCE

AECOM | Nazem Moussa, PE, CCM, MSCE, Project Manager
999 W. Town & Country Road | Orange, California 92868
714.261.1218 | nazem.moussa@aecom.com

As part of the project team assisting the City of Rialto with the 2020/2021 Street Overlay and Reconstruction Program, G3 is providing as-needed Quality Assurance technical consulting, materials sampling



and testing services for CCPRACP, FDR, ARAM, ARHM, HMA and JPCP materials. Our fully certified lab, in close proximity to the project, allows for quick turnaround on tests when new conditions are encountered. If the contractor experiences difficulty obtaining compaction, our key team members are able to quickly mobilize at the project site and provide guidance to get the project back on track. Additionally, our project team is in constant communication with the client and city inspector to ensure that their expectations are being met.

Residential Street Pavement Rehabilitation Areas 1 and 10 (CIP 22-15 and CIP 22-02) Downey, California | Owner: City of Downey | Client: GK & Associates

PROJECT DURATION: 2022 to Current

REFERENCE

GK & Associates | Ghazala Khan, President
3333 Brea Canyon Road, Suite 120 | Diamond Bar, California 91765
909.595.1940 | gkhan@gkandassociates.com

G3 is assisting the City of Downey with pavement rehabilitation of various streets in Areas 1 and 10, respectively the northwest and southwest section of the City. Our



scope includes materials testing and inspection for the application of slurry seal, reconstruction of failed pavement areas, cold milling of asphalt pavement, construction of asphalt concrete leveling course, base course and ARHM overlay; reconstruction of curb, gutter, cross gutters, sidewalk, driveway approach and curb ramps; and localized pavement repairs. G3 is providing inspection, materials sampling, and testing services for sub-grade, aggregate base, emulsified asphalt, HMA, ARHM, PCC, and compaction. G3 reviews the mix designs and ensures the project materials are compliant through field and laboratory testing for consistency, viscosity, washed gradation, sand equivalents, binder content, gradation, and volumetric properties. G3 also performs placement observations of the construction activities and tests for compliance with the project specifications.

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SECTION 7

Compliance Statements



#TheG3way

SILVERADO

Attachment: Agreement with G3 Quality Inc (5949 : AUTHORIZATION TO AWARD A CONSTRUCTION TO HARDY & HARPER, INC.

7 COMPLIANCE STATEMENTS

1. This RFP is incorporated in its entirety as a part of the G3's proposal.
2. We understand that this RFP and our proposal will jointly become part of the Agreement for Professional Consultant Services for this project when the Agreement is fully executed by G3 and the City of Moreno Valley.
3. G3's services and fees will be in accordance with the City's RFP.
4. We have included an "Additions or Exceptions" section in our proposal which clarifies that G3 Quality, Inc. does NOT have additions or exceptions to the RFP.
5. Our proposal includes a statement of qualifications applicable to this project, and includes the proposed staff, their qualifications and proposed duties, a listing of recent similar projects completed, and client references. Project personnel will not be changed without prior written approval from the City.
6. G3 acknowledges we will provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. We understand that full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the "Not-to-Exceed" fee as part of the Cost Proposal, and no additional compensation will be allowed therefore.
7. G3 has included a resource allocation matrix in our proposal according to the RFP requirements.
8. G3 acknowledges and understands that we will provide a qualified alternate staff in the event of the primary staff is not able to come to work.
9. All charges for G3's services is a "Not-to-Exceed" fee which includes conservatively estimated reimbursable expenses.
10. G3 will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
11. The hourly rate schedule is part of G3's proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
12. G3 will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. G3 understands that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations, the strictest shall be adhered to.
14. G3 will allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. We understand that all relevant records shall be retained for at least three years.
15. G3 will comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
16. G3 will comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
17. G3 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.

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SECTION 8

Additions or Exceptions to the City's Request for Proposal





ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL

G3 Quality, Inc. has reviewed the Sample Professional Services Agreement (Attachment B) contained in the RFP and we do not have any additions or exceptions.

The Agreement contained in the Contract Documents (Attachment E and Attachment G) appear to be contractor agreements and contain many requirements that either do not fall within our area of responsibility as a professional services provider or do not apply as we are not a contractor. Upon selection, G3 Quality, Inc. would like review these project specific agreements with the City for relevance.

Attachment: Agreement with G3 Quality Inc (5949 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO HARDY & HARPER, INC.

9

SECTION 9

Required Forms

Attachment: Agreement with G3 Quality Inc (5949 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO HARDY & HARPER, INC.





REQUIRED FORMS

The completed required forms listed below can be found on the following pages.

- Attachment A - Non-Collusion Affidavit

Attachment A: Non-Collusion Affidavit

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

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

County of Los Angeles
(the County of the place of business)

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

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

G3 Quality, Inc., the party making the foregoing bid
(name of bidding company)

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

By:  _____
(signature)

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

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

Attachment: Agreement with G3 Quality Inc (5949 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO HARDY & HARPER, INC.

A

APPENDIX A

Resumes



A.6.b

Attachment: Agreement with G3 Quality Inc (5949 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO HARDY & HARPER, INC.



JORDAN ROPER, PE

Project Manager

Jordan Roper brings 11 years of experience in quality assurance program management, pavement evaluation, and design for projects including major Caltrans highway construction and public works infrastructure. He specializes in geotechnical engineering, pavement design, HMA materials design, and material testing. Jordan is currently planning and managing quality programs on infrastructure projects, ensuring they are completed on time and within budget. Jordan is responsible for laboratory operations and overseeing all materials designs. His comprehensive knowledge and experience in the design and construction of pavements through several agencies allows him to provide design recommendations that are highly effective and efficient. He is certified on Nuclear Gauge Testing and has experience working with State and Federal guidelines through working directly with Caltrans, Federal Highway Administration, local agencies, and contractors.

RELEVANT EXPERIENCE SNAPSHOT

- Project Name and Location:** On-Call Pavement Consulting Services, Los Angeles, California
- Project Owner:** Los Angeles County Public Works
- Time on Project:** 2017 – Current
- Project Role:** Project Manager
- Project Relevance and Duties:** The on-call contract is for as-needed inspection services, pavement evaluation and design, materials testing, and materials mix design at various locations in Los Angeles County and neighboring counties. *As Project Manager, Jordan provided overlay inspection and testing services for the County during a pilot project to evaluate the use of "Cool Pavement" technology on residential roadways.*
- Project Name and Location:** 3rd Street Pavement Rehabilitation, City of Downey, California
- Project Owner:** City of Downey
- Time on Project:** 2022 – Current
- Project Role:** Quality Program Director
- Duties and Description:** The project consists of pavement rehabilitation on 3rd Street from Rives Avenue to Paramount Boulevard in the City of Downey. The project includes repair of uplifted, damaged or substandard concrete curb, gutter, alley intersection, sidewalk, driveway, and curb ramps; adjustments of manhole and utility valve covers, traffic striping, parking and signs. *Jordan is working closely with the Project Manager to provide inspection, materials sampling and testing services for subgrade, aggregate base, and HMA compaction. The project entails repair of failed pavement areas, cold milling of asphalt pavement; construction of asphalt concrete, slurry, and asphalt rubber hot mix overlay.*
- Project Name and Location:** Quality Control Services for 20-9271 City of San Marino Street Rehabilitation Program, San Marino, California
- Project Owner:** City of San Marino

EXPERIENCE

11 Years

YEARS WITH G3: 6

EDUCATION

- BS Civil Engineering, Cal State Polytechnic University, Pomona

REGISTRATION

- Professional Engineer, CA 84175

CERTIFICATIONS

- Nuclear Gauge Testing Certification

WHY JORDAN?

- Experienced with construction inspection services including monitoring and daily documentation
- Specializes in geotechnical engineering, pavement design, HMA materials design, and materials testing
- State and Federal guideline expertise
- Oversees all materials designs

Time on Project: 2021– 2021

Project Role: Quality Program Director

Project Relevance and Duties: As contractor staff augmentation to the Sully Miller team, G3 provided compaction testing and quality control services for the 20-9271 Street Rehabilitation Program. G3 services included flexural pavement quality control and ARHM compaction monitoring. G3 obtained samples of the HMA and ARHM pavement to perform extraction tests to ensure the proper aggregate gradation and asphalt content was being supplied in accordance with the project specifications. *Jordan managed the quality control field services, including the inspection and testing of the HMA and ARHM materials, and field data and inspection reports.*

Project Name and Location: CIP 22-15 City of Downey Residential Street Pavement Rehabilitation

Project Owner: City of Downey

Time on Project: 2022 – Current

Project Role: Quality Program Director

Project Relevance and Duties: The project consists of pavement rehabilitation of various street in Area 1, the northwesterly section of the City of Downey. This project includes application of cape seal, and Type II slurry seal, reconstruction of failed pavement areas, cold milling of asphalt pavement, construction of asphalt concrete leveling course, base course and ARHM overlay; reconstruction of curb, gutter, cross gutters and spandrels, sidewalk, driveway approach and curb ramps; adjustments of manhole, utility valve covers, traffic striping, pavement markings, loop detectors, and traffic control. *Jordan is working closely with the Project Manager to provide inspection, materials sampling and testing services for subgrade, aggregate base, and HMA compaction. As Quality Program Director, Jordan oversees the quality assurance inspection program and provides guidance at key points of the project.*

Project Name and Location: CIP 22-02 City of Downey Residential Street Pavement Rehabilitation, Area 10, Downey, California

Project Owner: City of Downey

Time on Project: 2022 – Current

Project Role: Project Manager

Duties and Description: The project consists of pavement rehabilitation in Area 10, the Southwest section of the City of Downey. This project includes Type II slurry seal, reconstruction of failed pavement areas, cold milling of asphalt pavement; construction of asphalt concrete leveling course, base course and ARHM overlay. Work also entails the construction of new curb, removal and reconstruction of curb, gutter, cross gutters and spandrels, sidewalk, driveway approaches and curb ramps; adjustments of manhole and utility valve covers, traffic striping, pavement markings, and traffic control. *Jordan is responsible for inspection, materials sampling and testing services for subgrade, aggregate base, and ARHM overlay and slurry seal. He reviews all inspection reports and test data for compliance.*

Project Name and Location: 2020/2021 Street Overlay and Reconstruction Project, Rialto, California

Project Owner: City of Rialto

Time on Project: 2021 – 2021

Project Role: Project Manager

Duties and Description: The scope of work included construction management, project inspection, labor compliance, and geotechnical and materials testing services for the Street Overlay and Reconstruction Project. The materials used on the project consist of cold central plant recycling asphalt concrete, cement stabilized pulverized base, HMA and ARHM. *As the Project Manager, Jordan was responsible for material testing and inspection and review of laboratory and field data and inspection reports.*

CHRIS GERBER

Quality Program Director

Chris Gerber is the founding principal of G3 Quality and brings 24 years of quality management, construction inspection, and materials testing experience on some of the most complex infrastructure projects on the West Coast for both public and private owners. Chris applies his continued technical research, alternative delivery project experience, and Caltrans and FHWA expertise to implement highly effective quality management programs with a focus on roadway, bridge and rail infrastructure.

In addition to being a recognized industry expert in quality programs, he is also an expert in HMA and a leader in sustainable materials, which has been proven through successes on Caltrans, local agency, and research / development projects. His comprehensive knowledge and experience on design-build, design-bid-build, P3, and construction manager/general contractor projects builds and implements highly effective and efficient quality management teams.

Chris is passionate and dedicated to delivering high quality infrastructure improvements throughout the region. He is an active member of the Caltrans expert task groups, a past board member of the California Transportation Foundation, and an alumnus of the Goldman Sachs 10,000 Small Businesses Program.

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: On-Call Pavement Consulting Services, Los Angeles, California

Project Owner: Los Angeles County Public Works

Time on Project: 2017 – Current

Project Role: Principal-in-Charge

Project Relevance and Duties: The on-call contract is for as-needed inspection services, pavement evaluation and design, materials testing, and materials mix design at various locations in Los Angeles County and neighboring counties. *As Principal-in-Charge, Chris is ultimately responsible for planning, coordinating, and overseeing the on-call pavement projects through all phases of development. Chris provided technical guidance at key points during the overlay inspection and testing services for the County during a pilot project to evaluate the use of “Cool Pavement” technology on residential roadways. Additionally, Chris is responsible for pavement inspection and assessment services at the Brackett Field Airport in La Verne. The scope of work includes performing a pavement condition assessment to evaluate the pavement and subgrade soil strength for evaluation of the Pavement Classification Number. Chris developed a new, innovative material strategy, lifecycle analysis, and a pilot program for the new pavement section. He provided training on the benefits which resulted in collaborating with the county to establish standard plans and specs for construction for a majority of the County’s arterial streets.*

EXPERIENCE

24 Years

YEARS WITH G3: 9

EDUCATION

- Construction Technology, Ventura College

WHY CHRIS?

- Recognized industry expert in quality programs and delivering field observation and material testing, laboratory testing, report preparation, and documentation review
- Caltrans and FHWA expertise
- Expert in HMA and leader in sustainable materials
- Active member of Caltrans expert task groups

Project Name and Location: Paramount Boulevard Median Island Improvement, City of Downey, California

Project Owner: City of Downey

Time on Project: 2020 – 2021

Project Role: Principal-in-Charge

Project Relevance and Duties: The Paramount Boulevard Median Island Improvement project consisted of traffic signal upgrades and safety improvements. As part of the project team, G3 removed the existing striped median/pavement, installed a raised concrete median island with landscaping and irrigation, left-turn lanes, signage/striping, and repaired miscellaneous concrete surfaces. AC pavement grinding and the construction of rubberized asphalt concrete overlay on lanes were also installed adjacent to the newly constructed median islands. **As Principal-in-Charge, Chris was responsible for material testing and inspection. He provided project oversight, technical consulting and document peer review for tasks related to project.**

Project Name and Location: Alameda Corridor East Fullerton Road Grade Separation, City of Industry, California

Project Owner: City of Industry

Time on Project: 2017 – 2021

Project Role: Quality Program Manager

Project Relevance and Duties: The Fullerton Road Grade Separation Project is located in the City of Industry crossing the UPRR Los Angeles Subdivision and Metrolink Riverside Line. Major elements of the project included the depressed roadway undercrossing, a new pedestrian bridge, new roadway bridge and the new railroad bridge. The project also included major retaining walls and multiple utility relocations. **Chris coordinated all aspects of public works inspection, materials testing and onsite laboratory services on this \$160 million project, the largest of ACE's Phase II grade separations. Chris was specifically responsible for the implementation of the Quality Management Plan, materials submittal reviews, compliance audits and technical consulting related to Hot Mix Asphalt, Jointed Plain Concrete Pavement (JPCP) Rapid Setting Concrete (RSC), structural concrete, earthwork, and slurry backfill. Chris was involved with the project through both contracts, with different contractors and construction management firms, bringing quality process knowledge and continuity to ensure that the project was completed to meet the quality goals set by the agency.**

Project Name and Location: Quality Control Services for 20-9271 City of San Marino Street Rehabilitation Program, San Marino, California

Project Owner: City of San Marino

Time on Project: 2021– 2021

Project Role: Quality Program Director

Project Relevance and Duties: As contractor staff augmentation to the Sully Miller team, G3 provided compaction testing and quality control services for the 20-9271 Street Rehabilitation Program. G3 services included flexural pavement quality control and ARHM compaction monitoring. G3 obtained samples of the HMA and ARHM pavement to perform extraction tests to ensure the proper aggregate gradation and asphalt content was being supplied in accordance with the project specifications. **As Quality Program Director, Chris oversaw the quality assurance inspection program and was responsible for developing the materials control schedules and project staffing. Chris worked closely with the team and applied his knowledge and expertise to provide guidance at key points throughout of the project.**

MATT RAMOS

Laboratory Manager

Matt has over 22 years of laboratory and quality management experience specializing in testing of aggregate, soils, binders, concrete and hot mix asphalt. He oversees all aspects of laboratories accreditation activities as well as preparation of quality control programs; assists in the development of hot mix asphalt and concrete mix designs. In addition to his laboratory experience, Matt has managed a wide-range of projects including local interchanges, major highway construction including state and federal projects, port construction, and FAA airfield construction. Matt utilizes his extensive laboratory and project knowledge to deliver timely, innovative and client-focused solutions. His leadership in laboratory quality management, client relations, and technical development make him our ideal Internal Quality Director.

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: On-Call Materials Testing, Pavement Mix Design, and Inspection Services

Project Owner: Los Angeles County Department of Public Works (LACDPW)

Time on Project: 2017 – Present

Project Role: Internal Quality Manager

Duties and Description: G3 is under contract to provide as-needed materials testing, pavement mix design, and inspection services at various locations in Los Angeles County. The service locations are divided into two geographical areas: the LA Basin and North County. G3 has evaluated pavement assets and provided the best, cost effective geotechnical and materials design and quality assurance inspection and testing services on a variety of projects under this contract. Our services include mix design consultation and specialty field and laboratory services, such as surface skid resistance with the California Portable Skid Tester, gamma-gamma logging and crosshole sonic logging, and microsurfacing emulsion (MSE) testing. Specifically, G3 has provided consultation services for the LA County “Cool Pavements” pilot program. This has consisted of pre-placement tasks such as document review, site pavement evaluation, pre-placement laboratory testing, and derivation of cool pavement performance evaluation criteria; placement inspection and testing during paving; and site evaluation after placement consisting of field testing, evaluation reporting, and final specification preparation. **As Internal Quality Manager, Matt is responsible for inspection and material testing report audits, laboratory quality audits, quality audits for surface skid resistance testing with the California Portable Skid Tester, gamma-gamma logging and crosshole sonic logging, as well as microsurfacing emulsion (MSE) testing.**

Project Name and Location: Route 210 Pavement Rehabilitation, La Canada Flintridge, California

Project Owner: Caltrans

Time on Project: 2013 – 2017

Project Role: Laboratory Manager

EXPERIENCE

22 Years

YEARS WITH G3: 9

EDUCATION

- High School Graduate

CERTIFICATIONS

- CT Certifications
- Asphalt Institute – Asphalt Mix Design Technology Certification
- NICET HMA, Soils and Concrete

WHY MATT?

- In-depth laboratory management experience
- Intimate knowledge and highly experienced in testing of aggregates, soils, binders, concrete and HMA

Duties and Description: This \$26.5M rehabilitation project added an additional HOV lane from Wheatland Avenue in the City of Los Angeles to Dunsmore Avenue in the City of Glendale. The 6.1-mile freeway widening will relieve congestion and provide a rehabilitated facility. Major aspects of the project include over 87,000 cubic yards of Jointed Plain Concrete Pavement, Hot Mix Asphalt and Warm Mix Asphalt, Rapid Setting Concrete and Rapid Setting Lean Concrete Base. *Matt served as Laboratory Manager for the quality control programs including quality control construction and laboratory testing performed on concrete.*

Project Name and Location: Route 101/23 Interchange Widening, Thousand Oaks California
Project Owner: Caltrans

Time on Project: 2014 – 2016

Project Role: Laboratory Manager

Duties and Description: This \$21M interchange improvement project was initiated by the City of Thousand Oaks, Caltrans, and Ventura County Transportation Commission; consisted of freeway widening of state route 101 and 23, widening three bridges, and on-ramp/off-ramp realignment. *Matt served as Laboratory Manager responsible for mix design submittals and prequalification testing, continuous testing of the individual components during production and all field testing for verification of the concrete pavement, structural concrete and all minor concrete.*

Project Name and Location: Pinto Basin Road Rehabilitation, Joshua Tree, California

Project Owner: Federal Highway Administration

Time on Project: 2014 - 2015

Project Role: Project/Laboratory Manager

Duties and Description: G3 was contracted to prepare the HMA design and perform quality assurance services utilizing an onsite FHWA mobile Superpave laboratory. Additional work included PCC inspection, subgrade compaction control and inertial pavement profiling for final surface smoothness. *Matt served as project/laboratory manager and was responsible for providing day-to-day oversight of field inspections, laboratory testing and client reporting within 24-hour notice on this project and performing all materials testing.*

Project Name and Location: Caltrans Contract TO56A0623 On-Call Laboratory Testing – Initial Assessment of Recycled Plastics in Asphalt Pavements, Sacramento, California

Project Owner: Caltrans

Time on Project: 2019 - 2020

Project Role: Internal Quality Manager / Program Manager

Duties and Description: This \$50,000 on-call contract was for the initial assessment for using recycled plastics in asphalt pavements. G3 performed laboratory and field testing of test sections using recycled plastics as well as help develop laboratory testing protocols for testing HMA with recycled plastics. *As Internal Quality Manager / Program Manager, Matt was responsible for the coordination of laboratory tests performed, test documentation and summary reports to the task order manager.*

CHERAN SMITH

Field Inspector / Technician

Cheran is a qualified inspector with more than 8 years of certified testing and inspection experience. Prior to joining G3, Cheran provided Type I and Type II slurry inspection and sampling services in the Cities of Anaheim and San Bernardino. She is well versed in providing pre-production and production testing inspection and testing of slurry seal. Cheran is highly knowledgeable in all aspects of roadway construction including production of soils, aggregates, PCC, concrete, HMA/ARHM, and asphalt in accordance with Caltrans and ACI standards. She holds current Caltrans certifications as well as ACI Field Grade 1. Her experience as a roadway inspector includes plan and specification review, quality oversight, observation, and management, non-compliance reporting, construction best practices, and dispute resolution. She has extensive experience working with state and federal guidelines and utilizes her experience in the field to provide timely reporting and extensive communication on Caltrans Projects.

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: 3rd Street Pavement Rehabilitation, City of Downey, California
Project Owner: City of Downey
Time on Project: 2022 – Current
Project Role: Field Inspector
Duties and Description: The project consists of pavement rehabilitation on 3rd Street from Rives Avenue to Paramount Boulevard in the City of Downey. The project entails repair of failed pavement areas, cold milling of asphalt pavement; construction of asphalt concrete, slurry, and asphalt rubber hot mix overlay. Project work also includes repair of uplifted, damaged or substandard concrete curb, gutter, alley intersection, sidewalk, driveway, and curb ramps; adjustments of manhole and utility valve covers, traffic striping, parking and signs. *Cheran is providing materials sampling and inspection services for subgrade, aggregate base, HMA and ARHM compaction. She collects slurry mix samples and inspects the samples to observe for premature cracking and test the consistency and viscosity for thorough coverage.*

Project Name and Location: Annual Paving Project, City of Fontana, California
Project Owner: City of Fontana
Time on Project: 2017 – Current
Project Role: Field Inspector
Duties and Description: The project consists of a grind and overlay of the existing asphalt pavement, pavement markings, and striping. *Cheran is providing onsite inspection and material testing services to the Type II slurry for arterial and collector streets. Samples include 1/4-inch cylinders of the sand, concrete, and oil mix to test viscosity, washed gradation, consistency, sand equivalents, wet track abrasion, and tensile strength.*

EXPERIENCE

9 Years

YEARS WITH G3: 5

EDUCATION

- Highschool Graduate

CERTIFICATIONS

- ACI Concrete Field Grade 1
- ICC Soils Special Inspector
- ICC Structural Masonry Special Inspector
- CTM Certifications

WHY CHERAN?

- Highly knowledgeable with inspection and testing for soil, aggregates, HMA, HMA-RS, PCC, CRCP/JPCP, LCB, and JPCP-RS
- Experience with slurry seal field sampling and inspection for slump, viscosity, and cracking
- Extensive experience with construction inspection services including daily documentation and reporting

Project Name and Location: Route 8 Widening, Imperial County, California

Project Owner: Caltrans

Time on Project: 2017 – 2019

Project Role: Field Technician

Duties and Description: The project consists of widening and rehabilitating Route 8 within Imperial County near El Centro. The specifications require the use of Class 2 Aggregate Base, CRCP on mainline and shoulders, AHRM on various on and off ramps and HMA on mainline under the CRCP and various right of ways along Route 8. *Cheran is supporting the quality control services for soils, Class 2 Base, HMA, and ARHM sampling and testing according to Caltrans Standards. Cheran provided material testing services of the aggregate base and subgrade materials and performed compaction testing for compliance with the project specifications.*

Caltrans and AASHTO CERTIFICATION TABLE

Test Method	Expiration	Test Method	Expiration
CT 231	5/29/2022	CT 105	2/26/2024
CT 521	12/29/2022	CT 125 AGG Sampling	2/26/2024
CT 523.2	12/29/2022	CT 125 HMA Sampling	2/26/2024
CT 524	12/29/2022	CT 306	2/26/2024
CT 533	12/29/2022	AASHTO T11	2/26/2024
CT 523.1 Section B.1 & B.2	1/3/2023	AASHTO T27	2/26/2024
CT 504	3/17/2023	AASHTO R47	2/26/2024
CT 518	3/17/2023	AASHTO R76	2/26/2024
CT 539	3/17/2023	AASHTO T176	2/26/2024
CT 540s	3/17/2023	AASHTO T255	2/26/2024
CT 543	3/17/2023	AASHTO T329	2/26/2024
CT 556	3/17/2023	AASHTO T335	2/26/2024
CT 557	3/17/2023		

Attachment: Agreement with G3 Quality Inc (5949 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO HARDY & HARPER, INC.

EDWARD “EJ” BOTH

Field Inspector / Technician

EJ Both has more than 11 years of field and laboratory technician experience specializing in testing of soils, aggregates, concrete, and asphalt. Prior to joining G3, EJ provided Type I slurry inspection and sampling services for the Cities of Santa Clarita, Thousand Oaks, Agoura Hills, and Moreno Valley. As a field tester with G3, EJ oversees construction activities and performs field testing and sampling as required. He has acted as the lead inspector on various SBCTA, Caltrans, and RCTC projects and is experienced with project federal compliance filing and reporting. He utilizes his extensive field knowledge to deliver precise field test data and promptly reports the results keeping the project team informed as to the quality of material incorporated into the work.

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: CIP 22-02 City of Downey Residential Street Pavement Rehabilitation, Area 10, Downey, California

Project Owner: City of Downey

Time on Project: 2022 – Current

Project Role: Field Technician

Duties and Description: The project consists of pavement rehabilitation in Area 10, the Southwest section of the City of Downey. This project includes type II slurry seal, reconstruction of failed pavement areas, cold milling of asphalt pavement, construction of asphalt concrete leveling course, base course and ARHM overlay. Work also entails the construction of new curb, removal and reconstruction of curb, gutter, cross gutters and spandrels, sidewalk, driveway approaches and curb ramps; adjustments of manhole and utility valve covers, traffic stripping, pavement markings, and traffic control. *As field technician, EJ provided materials sampling and testing services for subgrade, aggregate base, HMA compaction, and slurry. He collected slurry seal samples for production testing to test emulsion, percent residual asphalt, consistency, and wet track abrasion.*

Project Name and Location: Paramount Boulevard Median Island Improvement, Downey, California

Project Owner: City of Downey

Time on Project: 2019 – 2020

Project Role: Materials Technician

Duties and Description: The project consists of removing existing striped median/pavement, installing raised concrete median island with landscaping and irrigation, left-turn lanes, signage/stripping, repair of miscellaneous concrete surfaces, AC pavement grinding and the construction of rubberized asphalt concrete overlay on lanes adjacent to the new median islands constructed. *EJ provided field inspections, laboratory testing and client reporting within 24-hour notice on this project and performed all the materials testing. The project work included RHMA, HMA, and PCC testing.*

EXPERIENCE

11 Years

YEARS WITH G3: 9

EDUCATION

- Highschool Graduate

CERTIFICATIONS

- ACI Concrete Field Grade 1
- Caltrans CTM Certifications
- Troxler Radiation Safety/Radiation Safety Officer

WHY EJ?

- Specializes in testing soils, aggregates, asphalt, concrete and related materials in accordance with ACI and Caltrans standards
- Experience with slurry seal and overlay
- State and Federal guideline expertise

Project Name and Location: Pinto Basin Road Rehabilitation, Joshua Tree, California

Project Owner: Federal Highway Administration

Time on Project: 2015 – 2015

Project Role: Field Inspector

Duties and Description: G3 was contracted to prepare the HMA design and perform quality assurance services utilizing an onsite FHWA mobile Superpave laboratory. Additional work included PCC inspection, subgrade compaction control and inertial pavement profiling for final surface smoothness. *EJ served as Field Inspector and was responsible for providing day-to-day oversight of field inspections, laboratory testing and client reporting within 24-hour notice on this project and performing all of the materials testing.*

Project Name and Location: Franklin Street Improvements, Contract #STPL-5370(028), California

Project Owner: City of Arvin

Time on Project: 2021 – Current

Project Role: Field Inspector

Duties and Description: The project consists of pavement rehabilitation along Franklin Street. The project requires the implementation of a contractor quality control program for various construction materials to be incorporated into the work. *EJ is providing onsite HMA inspection and testing services to ensure materials comply with the project standards. The work includes daily gradation, sand equivalent, and field compaction testing.*

Caltrans Certification Table

Caltrans Test Method	Expiration
CT 105	6/11/2024
CT 125 AGG	6/11/2024
CT 125 HMA	12/28/2022
CT 201	6/11/2024
CT 202	6/11/2024
CT 205	6/11/2024
CT 216	6/11/2024
CT 217	6/11/2024
CT 226	6/11/2024
CT 227	6/11/2024
CT 229	6/11/2024
CT 231	1/30/2022
CT 504	1/25/2025

Caltrans Test Method	Expiration
CT 518	1/25/2025
CT 523.1 Section B.1 & B.2	1/9/2023
CT 523.2 Section B.3	12/28/2022
CT 524	12/28/2022
CT 533	12/28/2022
CT 539	1/25/2025
CT 540	1/25/2025
CT 543	1/25/2025
CT 556	1/25/2025
CT 557	1/25/2025
ACI Concrete Transportation Construction Inspector	9/14/2024
ACI Concrete Field Testing Technician – Grade I	1/25/2025

DUSTIN FOX

Field Inspector / Technician

Dustin Fox is a qualified infrastructure inspector, tester, and quality control manager with 15 years of experience in Caltrans highway construction. Dustin is highly knowledgeable in the materials testing of design mixes, soils, aggregates, concrete, and asphalt in accordance with ACI and Caltrans standards. Dustin's experience includes quality control oversight of HMA/ARHM production and placement, aggregate production control, soils and base roadway testing, concrete pavement inspection and testing PCC and concrete materials. He utilizes his extensive background on major highway projects to provide quality oversight for Caltrans projects.

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: CIP 22-15 City of Downey Residential Street Pavement Rehabilitation

Project Owner: City of Downey

Time on Project: 2022 – Current

Project Role: Field Technician

Project Relevance and Duties: The project consists of pavement rehabilitation of various streets in Area 1, the northwesterly section of the City of Downey. This project includes application of cape seal, and type II slurry seal, reconstruction of failed pavement areas, cold milling of asphalt pavement, construction of asphalt concrete leveling course, base course and ARHM overlay; reconstruction of curb, gutter, cross gutters and spandrels, sidewalk, driveway approach and curb ramps; adjustments of manhole, utility valve covers, traffic striping, pavement markings, loop detectors, and traffic control. *Dustin is providing material sampling for production testing services of the slurry and ARHM overlay to ensure compliance with the project specifications.*

Project Name and Location: CIP 20-30 City of Downey Foster Bridge Blvd Pavement Rehab

Project Owner: City of Downey

Time on Project: 2021 – Current

Project Role: Field Technician

Project Relevance and Duties: The project consists of pavement rehabilitation on three street segments (Foster Bridge Boulevard, Rivergrove Drive, and Glenclyff Drive) in the northwest section in the City of Downey. The project includes repair of failed pavement areas, cold milling of asphalt pavement; construction of asphalt concrete and asphalt rubber hot mix overlay. Work also includes repair of uplifted, damaged or substandard concrete curb, gutter, alley intersection, sidewalk, driveway, and curb ramps; adjustments of manhole and utility valve covers, traffic striping, parking and signs. *Dustin is providing materials sampling services to test subgrade, aggregate base, HMA and ARHM compaction.*

Project Name and Location: Annual Paving Project, City of Fontana, California

Project Owner: City of Fontana

Time on Project: 2017 – Current

Project Role: Field Inspector

Duties and Description: The project consists of a grind and overlay of the existing asphalt

EXPERIENCE

15 Years

YEARS WITH G3: 8

EDUCATION

- High School Graduate

CERTIFICATIONS

- CTM certifications

WHY DUSTIN?

- Highly knowledgeable with testing concrete and related materials in accordance with ACI and Caltrans standards
- Specializes in HMA, ARHM/HMA, HMA-RS, PCC, and JPCP/CRCP
- Experience with slurry seal and overlay

pavement, pavement markings, and striping. *Dustin is providing inspection and testing services for HMA and CRCP to ensure compliance with the project specifications.*

Project Name and Location: CIP 22-02 City of Downey Residential Street Pavement Rehabilitation, Area 10, Downey, California

Project Owner: City of Downey

Time on Project: 2022 – Current

Project Role: Field Technician

Duties and Description: The project consists of pavement rehabilitation in Area 10, the Southwest section of the City of Downey. This project includes type II slurry seal, reconstruction of failed pavement areas, cold milling of asphalt pavement; construction of asphalt concrete leveling course, base course and ARHM overlay. Work also entails the construction of new curb, removal and reconstruction of curb, gutter, cross gutters and spandrels, sidewalk, driveway approaches and curb ramps; adjustments of manhole and utility valve covers, traffic striping, pavement markings, and traffic control. *As field technician, Dustin provided materials sampling and testing services for subgrade, aggregate base, HMA compaction, and slurry. He collects slurry seal samples for pre-production testing of to test emulsion, aggregate, and accelerator/retardant.*

Project Name and Location: 21-009 City of Lancaster 2021 Summer Pavement Management Program, Lancaster, California

Project Owner: City of Lancaster

Time on Project: 2021 – Current

Project Role: Field Technician

Duties and Description: G3 is providing quality management services for the City of Lancaster, 2021 Summer Pavement Management Program, Project No. 21-009. The scope of work includes quality management of compaction testing of subgrade, soils compaction, and asphalt concrete, fabrication of soil cement cylinders, and Cement Stabilized Pulverized Base (CSPB) mix design development. *As Field Technician, Dustin is providing sampling and compaction testing of subgrade, soils compaction, and asphalt concrete to ensure materials comply with Greenbook standards.*

Caltrans Certification Table

Caltrans Test Method	Expiration
CT 125	10/6/2022
CT 231	10/6/2022
CT 521	10/6/2022
CT 523.2 Section B.3	10/6/2022
CT 524	10/6/2022
CT 533	10/6/2022
CT 105	12/6/2022
CT 125	12/6/2022
CT 201	12/6/2022
CT 202	12/6/2022
CT 205	12/6/2022
CT 216	12/6/2022

Caltrans Test Method	Expiration
CT 217	12/6/2022
CT 226	12/6/2022
CT 227	12/6/2022
CT 229	12/6/2022
CT 375	3/14/2023
CT 504	1/15/2026
CT 518	1/15/2026
CT 539	1/15/2026
CT 540	1/15/2026
CT 543	1/15/2026
CT 556	1/15/2026
CT 557	1/15/2026

DEVIN FEURTEY

Field Inspector / Technician

Devin Feurtey is a qualified infrastructure technician with 8 years of experience in construction inspection. Devin is highly knowledgeable in the materials testing of soils, aggregates, concrete, and asphalt in accordance with ACI and Caltrans standards. As a roadway inspector, he oversees highway overlay and construction activities, and performs inspection duties to include plan and specification review, scheduling of materials sampling, and preparation of non-compliance reports. Devin has extensive experience with HMA plant mix designs for overlay using Superpave method, Hveem compaction method, and Marshall compaction method. The mixes have used various binder types, including rubberized binder, liquid anti strip, lime treated and lime slurry aggregates. He has also participated in concrete mix designs as well as trial batches. Devin utilizes his extensive testing background to provide oversight for Caltrans projects.

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: On-Call Materials Testing, Pavement Mix Design, and Inspection Services

Project Owner: Los Angeles County Department of Public Works

Time on Project: 2017 – Present

Project Role: Inspector

Duties and Description: G3 is providing as-needed materials testing, pavement mix design, and inspection services at various locations in Los Angeles County. Specifically, G3 has provided consultation services for the LA County “Cool Pavements” pilot program. This has consisted of pre-placement tasks such as document review, site pavement evaluation, pre-placement laboratory testing, and derivation of cool pavement performance evaluation criteria; placement inspection and testing during paving; and site evaluation after placement consisting of field testing, evaluation reporting, and final specification preparation. *As Inspector, Devin performed full time slurry placement observation, material sampling, and field testing. At the beginning of each shift, the aggregates stockpiles were inspected and sampled for sieve analysis and sand equivalent compliance testing. Additional relevant duties include preplacement pavement inspection, monitoring of crack fill operation, slurry placement spread rate calculations, and slurry testing for consistency, emulsion and moisture content, and wet track abrasion test fabrication.*

Project Name and Location: 3rd Street Pavement Rehabilitation, City of Downey, California

Project Owner: City of Downey

Time on Project: 2022 – Current

Project Role: Inspector

EXPERIENCE

8 Years

YEARS WITH G3: 8

EDUCATION

- Studies in Biology, San Francisco State University

CERTIFICATIONS

- CTM certifications
- AASHTO & ASTM certifications
- ACI Concrete Field Grade 1
- ACI Concrete Lab Testing Level 1
- ACI Aggregate Testing Level 1
- ACI Aggregate Base Testing and also ACI Concrete Laboratory Testing-level 2
- CTM Certifications
- Nuclear Gauge

WHY DEVIN?

- Specializes in materials validation inspection and testing for roadway projects, including slurry seal, soil, aggregates, PCC, HMA, LCB and CRCP/JPCP
- Laboratory slurry seal mix design development experience
- Emulsion testing experience for penetration and reliance
- Extensive experience representing cities and local agencies for quality assurance sampling and testing

Duties and Description: The project consists of pavement rehabilitation on 3rd Street from Rives Avenue to Paramount Boulevard in the City of Downey. The project entails repair of failed pavement areas, cold milling of asphalt pavement; construction of asphalt concrete, slurry, and asphalt rubber hot mix overlay. Project work also includes repair of uplifted, damaged or substandard concrete curb, gutter, alley intersection, sidewalk, driveway, and curb ramps; adjustments of manhole and utility valve covers, traffic striping, parking and signs. *Devin performs pre-production testing of slurry seal mix design, including testing aggregates to determine the washed gradation and sand equivalents. Additionally, he collects field samples for extraction tests, consistency tests, and wet track abrasion tests to confirm mix design complies with the project standards.*

Project Name and Location: CIP 22-15 City of Downey Residential Street Pavement Rehabilitation
Project Owner: City of Downey
Time on Project: 2022 – Current
Project Role: Inspector

Project Relevance and Duties: The project consists of pavement rehabilitation of various street in Area 1, the northwesterly section of the City of Downey. This project includes application of cape seal, and type II slurry seal, reconstruction of failed pavement areas, cold milling of asphalt pavement, construction of asphalt concrete leveling course, base course and ARHM overlay; reconstruction of curb, gutter, cross gutters and spandrels, sidewalk, driveway approach and curb ramps; adjustments of manhole, utility valve covers, traffic striping, pavement markings, loop detectors, and traffic control. *Devin performs inspection, materials sampling and testing services for subgrade, aggregate base, HMA compaction and slurry seal. He performs emulsion testing for penetration and reliance.*

Caltrans and AASHTO Certification Table

Caltrans Test Method	Expiration	Caltrans Test Method	Expiration
CT 541	5/25/2022	CT 125 AGG Sampling - Aggregates	1/28/2025
CT 206	2/1/2023	CT 125 HMA Sampling - HMA (JTCP - HMA I)	1/28/2025
CT 207	2/1/2023	CT 306	1/28/2025
CT 234	2/1/2023	CT 504	2/15/2025
CT 235	2/1/2023	CT 518	2/15/2025
CT 304	2/1/2023	CT 539	2/15/2025
CT 308	2/1/2023	CT 540	2/15/2025
CT 309	2/1/2023	CT 543	2/15/2025
CT 370	2/1/2023	CT 556	2/15/2025
CT 382	2/1/2023	CT 557	2/15/2025
CT 521	5/16/2023	AASHTO T11	1/28/2025
CT 523.2 Section B.3	5/16/2023	AASHTO T27	1/28/2025
CT 524	5/16/2023	AASHTO R47	1/28/2025
CT 106	6/30/2023	AASHTO R76	1/28/2025
CT 231	1/22/2024	AASHTO T176	1/28/2025
CT 533	1/22/2024	AASHTO T255	1/28/2025
CT 125	10/5/2024	AASHTO T329	1/28/2025
CT 105	1/28/2025	AASHTO T335	1/28/2025

Attachment: Agreement with G3 Quality Inc (5949 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO HARDY & HARPER, INC.

BRYCE TRUDEAU

Laboratory Supervisor

Bryce has over 19 years of field and laboratory materials testing and inspection experience specializing in testing of soils, aggregates, concrete, masonry block and asphalt. Bryce is the Laboratory Manager performing all required testing, scheduling, reporting and distribution of test data to our Program Managers. Bryce has also served as a Field Inspector and has extensive experience performing quality control inspection and testing for Continually Reinforced Concrete Pavement (CRCP), Hot Mix Asphalt (HMA), soils, aggregate bases and Jointed Plain Concrete Pavement (JPCP). His knowledge of both field inspection and laboratory materials testing make him the ideal Laboratory Manager for your program. Bryce is responsible for maintaining our laboratory accreditations, calibrations of equipment and the training and management of all laboratory staff.

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: Contract CT08-1F1414 Improvements to Interstate 15, Temecula, California

Project Owner: Caltrans

Time on Project: 2020 – Current

Project Role: Laboratory Supervisor

Duties and Description: The project is located in San Diego and Riverside Counties in and near Temecula from 0.1 Mile South of San Diego County line to 0.1 mile north of Temecula River Bridge. The project entails slab and lane replacement with JPCP and precast concrete pavement. Services include Class 2 Aggregate Subbase, Class 2 Aggregate Base, Lean Concrete Base, Lean Concrete Base Rapid Setting, HMA, RHMA, Cold Plane Asphalt Concrete Pavement, Precast Concrete Pavement (PCP), Jointed Plain Concrete Pavement, Aggregate Base, Structural Concrete, and Material Testing. *As Laboratory Supervisor of this project, Bryce oversaw all aspects of laboratory testing.*

The project entails slab and lane replacement with JPCP and precast concrete pavement. Services include Class 2 Aggregate Subbase, Class 2 Aggregate Base, Lean Concrete Base, Lean Concrete Base Rapid Setting, HMA, RHMA, Cold Plane Asphalt Concrete Pavement, Precast Concrete Pavement (PCP), Jointed Plain Concrete Pavement, Aggregate Base, Structural Concrete, and Material Testing. *As Laboratory Supervisor of this project, Bryce oversaw all aspects of laboratory testing.*

Project Name and Location: Contract 07-215954 Interstate 5, La Mirada, California

Project Owner: Caltrans

Time on Project: 2014 - 2017

Project Role: Laboratory Supervisor

Duties and Description: This \$1.6B I-5 widening program expanded the Santa Ana Freeway to a 10-lane freeway between Orange County and the San Gabriel River Freeway. *As Laboratory Supervisor, Bryce was responsible for all aspects of laboratory testing quality program including all materials testing and inspection. His duties include coordination of accredited field staff based upon daily scheduled construction; review and distribution of field and laboratory reports daily; and providing technical support to the project team related to asphalt, concrete and masonry soundwall testing and inspection.*

EXPERIENCE

19 Years

YEARS WITH G3: 5

EDUCATION

General Studies

CERTIFICATIONS

- Caltrans CTM Certifications
- AASHTO Certifications
- NICET Concrete Level 1, Soil Level 1, Asphalt Level II
- ACI Concrete Laboratory Testing, Aggregate Testing, Aggregate Base Testing, Concrete Strength Testing Technician

Project Name and Location: Contract 07-1218W4 Interstate-5 Empire Avenue Interchange Widening, Burbank, California

Project Owner: Caltrans

Time on Project: 2013 - 2016

Project Role: Laboratory Supervisor

Duties and Description: This \$200M I-5 improvements project includes over 73,000 cubic yards of Jointed Plain Concrete Pavement, Hot Mix Asphalt and Warm Mix Asphalt, Rapid Setting Concrete and Rapid Setting Lean Concrete Base. Additional features include 8 bridges, a BNSF grade separation, temporary shoe fly, MSE Walls, CIDH Piles, and 246,000 sqft of masonry block sound wall. *As Laboratory Supervisor of this project, Bryce oversaw all aspects of laboratory testing.*

Caltrans Certification Table

Caltrans Test Method	Expiration
CT 105	10/20/2022
CT 125 Admixture, Aggregates (JTCP), Bituminous, CEM, General, HMA (JTCP)	10/30/2021
CT 201	9/3/2021
CT 202	9/3/2021
CT 204	10/29/2021
CT 205	9/3/2021
CT 206	10/30/2021
CT 207	10/30/2021
CT 216	9/3/2021
CT 217	9/3/2021
CT 226	9/3/2021
CT 227	9/3/2021
CT 229	9/3/2021
CT 234	10/30/2021
CT 235	10/30/2021
CT 304	10/30/2021
CT 308	10/30/2021
CT 309	10/30/2021
CT 366	10/30/2021
CT 370	10/30/2021
CT 371	10/30/2021
CT 382	10/30/2021
CT 384	10/30/2021
CT 521	10/29/2021
CT 523	10/29/2021
CT 523.1	10/29/2021

AASHTO Test Method	Expiration
AASHTO R47	12/7/2021
AASHTO R76	12/7/2021
AASHTO T11	12/7/2021
AASHTO T166	11/15/2021
AASHTO T176	12/7/2021
AASHTO T209	11/15/2021
AASHTO T248	12/7/2021
AASHTO T255	12/7/2021
AASHTO T269	11/15/2021
AASHTO T27	12/7/2021
AASHTO T275	11/15/2021
AASHTO T283	10/20/2022
AASHTO T304	10/20/2022
AASHTO T308	11/15/2021
AASHTO T312	10/20/2022
AASHTO T324	10/20/2022
AASHTO T329	12/7/2021
AASHTO T335	12/7/2021
AASHTO T84	10/20/2022
AASHTO T85	10/20/2022
ASTM D4791	4/10/2021

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FRANCISCO MIRANDA

Laboratory Technician

Francisco is a qualified laboratory technician with four years of experience performing materials testing. Francisco has a strong understanding of soils, aggregates, concrete, and asphalt testing with the ability to successfully interpret specifications for testing requirements. Francisco's technical knowledge combined with his experience enables him to provide a high level of laboratory testing services. He has applied his experience on the selected projects below.

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: Route 210 Pavement Rehabilitation, La Canada Flintridge, California

Project Owner: Caltrans

Time on Project: 2018 – Current

Project Role: Laboratory Technician

Duties and Description: The \$26.5M rehabilitation project will add an additional HOV lane to relieve congestion and provide a rehabilitated facility. Major aspects of the project include over 87,000 cubic yards of Jointed Plain Concrete Pavement, Hot Mix Asphalt and Warm Mix Asphalt, Rapid Setting Concrete and Rapid Setting Lean Concrete Base. *Francisco is the Laboratory Technician responsible for performing all required laboratory testing.*

Project Name and Location: Caltrans District 7 Interstate 5 North / Empire Avenue Improvements, Burbank, California

Project Owner: Los Angeles County Metropolitan Transportation Authority

Time on Project: 2018 – Current

Project Role: Laboratory Technician

Duties and Description:

The project includes Quality control management of over 73,000 cubic yards of lean concrete base rapid setting, HMA, data coring, JPCP, RSC, structural concrete, masonry soundwalls, MSE walls, and structural steel testing of welded or mechanically spliced hoops. *Francisco is the Laboratory Technician responsible for performing all required laboratory testing.*

Project Name and Location: 07-2159U4 Route 5, Los Angeles and Orange Counties, California

Project Owner: Caltrans

Time on Project: 2017 – 2018

Project Role: Laboratory Technician

Duties and Description: This project consisted of the widening and reconstruction of I-5 from Artesia Blvd. to Coyote Creek in the cities of Buena Park, La Mirada, Cerritos and Santa Fe Springs. Valley View Boulevard was completely reconstructed with new ramps and frontage roads. The specifications required the use of lean concrete base material to be placed under the Jointed Plain Concrete pavement during lane replacement and shoulder widening. New Jointed Plain Concrete Pavement was constructed on the majority of the project. G3 provided quality control services for Alternative Treated Base (LCB, LCB-RSC), Hot Mix Asphalt, Data Core, Jointed Plain Concrete Pavement, Jointed Plain Concrete Pavement RSC and CIP Structural Concrete. *Francisco served as the Laboratory Technician responsible for performing all required laboratory testing.*

EXPERIENCE

4 Years

YEARS WITH G3: 4

EDUCATION

General Studies

CERTIFICATIONS

- CALTRANS CTM Certifications
- AASHTO Certifications
- ACI Concrete Certifications

Caltrans Certification Table

Caltrans Test Method	Expiration
CT 539	6/8/2019
CT 523.1 Section B.1 & B.2	6/6/2021
CT 211	12/10/2021
CT 206	1/22/2022
207	1/22/2022
CT 234	1/22/2022
CT 235	1/22/2022
CT 308	1/30/2022
CT 309	1/30/2022
CT 125	3/15/2022
CT 370	4/10/2023
CT 382	4/10/2023
CT 521	6/4/2023
CT 523.2 Section B.3	6/4/2023
CT 524	6/4/2023
CT 105	6/18/2024
CT 125	6/18/2024
CT 201	6/18/2024
CT 202	6/18/2024
CT 205	6/18/2024
CT 216	6/18/2024
CT 217	6/18/2024
CT 226	6/18/2024

AASHTO Test Method	Expiration
CT 227	6/18/2024
CT 229	6/18/2024
AASHTO T312	12/9/2021
AASHTO T324	12/9/2021
AASHTO T96	12/10/2021
AASHTO T166	12/20/2021
AASHTO T209	12/20/2021
AASHTO T269	12/20/2021
AASHTO T275	12/20/2021
AASHTO T308	12/20/2021
AASHTO T11	3/15/2022
AASHTO T27	3/15/2022
AASHTO R47	3/15/2022
AASHTO R76	3/15/2022
AASHTO T176	3/15/2022
AASHTO T255	3/15/2022
AASHTO T329	3/15/2022
AASHTO T335	3/15/2022
AASHTO T84	4/10/2023
AASHTO T85	4/10/2023
AASHTO T210	4/10/2023
AASHTO T304	4/10/2023
ASTM D4791	4/10/2023

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G3 Quality, Inc.

25837 Business Center Drive, Suite F,
Redlands, California 92374

909.321.3643
www.g3quality.com

EXHIBIT CCITY - SERVICES TO BE PROVIDED
TO CONSULTANT

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

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$54,313.00.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
Accounts Payable questions can be directed to (951) 413-3073.
Copies of invoices may be submitted to the Capital Projects Division at email: techinfo-capproj@moval.org or calls directed to (951) 413-3120.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

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

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

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

TASK 1: ATTEND PRE-CONSTRUCTION, OCCASIONAL WEEKLY CONSTRUCTION PROGRESS MEETINGS, REVIEW CONTRACTOR MIX DESIGN SUBMITTALS

PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			FEES
			AMOUNT	UNITS	UNIT RATE	
Preconstruction Meeting Attendance, and Materials Submittal Reviews	Task 1.1: Assumed at one Precon Meeting, and Materials Submittal Reviews	Project Manager	4	HR.	\$ 183.00	\$ 732.00
As-needed Project Technical Support	Task 1.2: Assumed at two days of site evaluation and Precon Meeting Attendance	Project Director	2	HR.	\$ 210.00	\$ 420.00
Periodic Construction Meeting Attendance	Task 1.3: Based on 2 construction meetings per month for a duration of 2 months	Project Manager	4	HR.	\$ 183.00	\$ 732.00
			Subtotal:			\$ 1,884

TASK 2: SLURRY SEAL MIX DESIGN VERIFICATION, CALIBRATION AND TESTING

PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			FEES
			AMOUNT	UNITS	UNIT RATE	
Slurry Seal Mix Design Verification Testing - Laboratory Allowance for Required Materials Acceptance Testing	Based on the City's Special Provisions, LAPM and Greenbook Specification for 1 Slurry Seal Mix Designs. Billed on a per test basis.	See Appendix A - Laboratory Schedule of Fees	1	Not to Exceed	\$ 1,861.00	\$ 1,861.00
Task 2.1: Provide Slurry Seal Placement Technician and Sampler	Provide Slurry Placement Calibration and testing (Assume 1 Calibration and testing Shifts)	Quality Assurance Technician	8	HR.	\$ 121.00	\$ 968.00
Task 2.2: Provide Project Managements: Report Review and Submittal	Review Mix design verification test results, project management and data review of slurry calibration shifts	Project Manager	2	HR.	\$ 183.00	\$ 366.00
			Subtotal:			\$ 3,195

TASK 3: PRODUCTION TESTING OF SLURRY SEAL						
PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Task 3.1: Provide Technician during Slurry Seal Operations	Provide material inspection and testing for slurry seal operations (Assume 12 days of slurry operations)	Quality Assurance Technician	96	HR.	\$ 121.00	\$ 11,616.00
Task 3.2: Provide Daily Project Management, Materials Testing Schedules, Report Review and Submittal	Based on a 1 hour per day for QA Program Management	Project Manager	12	HR.	\$ 183.00	\$ 2,196.00
Task 3.3: Project Director Final QA Report Review	Final Project QA Report and Technical Consulting	Project Director	4	HR.	\$ 210.00	\$ 840.00
Laboratory Allowance for Required Production Testing	Based on the City's Special Provisions, LAPM and Greenbook Specification Acceptance Testing Frequencies. Billed on a per test basis.	See Appendix A - Laboratory Schedule of Fees	1	Not to Exceed	\$ 13,032.00	\$ 13,032.00
			Subtotal: \$ 27,684			
TASK 4: CONSTRUCTION OBSERVATION AND TESTING OF AGGREGATE BASE AND SUBGRADE MATERIAL						
PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Task 4.1: Provide Technician during Aggregate base and subgrade compaction	Provide material testing for Aggregate base and subgrade compaction - Assume 4 days of testing	Quality Assurance Technician	32	HR.	\$ 121.00	\$ 3,872.00
Task 4.2: Provide Daily Project Management, Materials Testing Schedules, Report Review and Submittal	Based on a 1 hour per day for QA Program Management	Project Manager	4	HR.	\$ 183.00	\$ 732.00
Task 4.3: Project Director Final QA Report Review	Final Project QA Report and Technical Consulting	Project Director	1	HR.	\$ 210.00	\$ 210.00
Laboratory Allowance for Required Production Testing	Based on the City's Special Provisions, LAPM and Greenbook Specification Acceptance Testing Frequencies. Billed on a per test basis.	See Appendix A - Laboratory Schedule of Fees	1	Not to Exceed	\$ 984.00	\$ 984.00
			Subtotal: \$ 5,798			

TASK 5: TESTING OF HMA/ARHM AND PLACEMENT OBSERVATION						
PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			FEES
			AMOUNT	UNITS	UNIT RATE	
Task 5.1: Provide Technician during HMA/ARHM Placement	Provide observation/field testing/sampling during HMA/ARHM Placement - Assume 6 days of production	Quality Assurance Technician	48	HR.	\$ 121.00	\$ 5,808.00
Task 5.2: Provide Daily Project Management, Materials Testing Schedules, Report Review and Submittal	Based on a 1 hour per day for QA Program Management	Project Manager	6	HR.	\$ 183.00	\$ 1,098.00
Task 5.3: Project Director Final QA Report Review	Final Project QA Report and Technical Consulting	Project Director	2	HR.	\$ 210.00	\$ 420.00
Laboratory Allowance for Required Production Testing	Based on the City's Special Provisions, LAPM and Greenbook Specification Acceptance Testing Frequencies. Billed on a per test basis.	See Appendix A - Laboratory Schedule of Fees	1	Not to Exceed	\$ 4,690.00	\$ 4,690.00
			Subtotal:			\$ 12,016
TASK 6: TESTING OF PCC AND PLACEMENT OBSERVATION						
PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			FEES
			AMOUNT	UNITS	UNIT RATE	
Task 6.1: Provide Technician during Concrete Placement	Provide observation/field testing/sampling during Concrete Placement - Assume 2 days of production	Quality Assurance Technician	16	HR.	\$ 121.00	\$ 1,936.00
Task 6.2: Provide Daily Project Management, Materials Testing Schedules, Report Review and Submittal	Based on a 1 hour per day for QA Program Management	Project Manager	2	HR.	\$ 183.00	\$ 366.00
Task 6.3: Project Director Final QA Report Review	Final Project QA Report and Technical Consulting	Project Director	0	HR.	\$ 210.00	\$ -
Task 6.4: Laboratory Allowance for Required Production Testing	Based on the City's Special Provisions, LAPM and Greenbook Specification Acceptance Testing Frequencies. Billed on a per test basis.	See Appendix A - Laboratory Schedule of Fees	1	Not to Exceed	\$ 1,248.00	\$ 1,248.00
			Subtotal:			\$ 3,550

OTHER DIRECT COSTS						
PROFESSIONAL SERVICE	RELATED PROVISIONS:	OTHER DIRECT COST	ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Nuclear Density Gauge	Per Technician during field compaction activities	Expense Item Billed per Unit	80	HR.	\$ 9.00	\$ 720.00
Field Vehicles	Per Field Inspector or Technician	Vehicle Per Day	26	EA.	\$ 116.00	\$ 3,016.00
			Subtotal:		\$	3,736
CONTINGENCIES OPTION						
PROFESSIONAL SERVICE	RELATED PROVISIONS:	ESTIMATED QUANTITY				
		AMOUNT	UNITS	UNIT RATE	FEES	
Overtime Contingency Allowance						
		Over time billed at 1.5 x hourly rate and Double-time billed at 2.0 x hourly rate	0	HR.	\$ 184.50	\$ -
			Subtotal:		\$	-
QUALITY ASSURANCE INSPECTION AND MATERIALS TESTING NOT TO EXCEED:						\$ 54,313



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.



Report to City Council

TO: Mayor and City Council

FROM: Michael Lloyd, Public Works Director/City Engineer

AGENDA DATE: October 4, 2022

TITLE: AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J. NOBLE COMPANY FOR CITYWIDE PAVEMENT REHABILITATION PROGRAM FY 26/27 TO FY 30/31 (ARTERIAL AND COLLECTOR STREETS), PROJECT NO. 801 0097

RECOMMENDED ACTION

Recommendations:

1. Award a construction contract to R. J. Noble Company for the Citywide Pavement Rehabilitation Program - FY 26/27 to FY 30/31 (Arterial and Collector Streets) project and authorize the City Manager to execute a contract in substantial conformance with the attached contract with R. J. Noble Company in the amount of \$18,772,997.50, and authorize the City Manager to approve and execute any subsequent amendments subject to the approval of the City Attorney;
2. Award an agreement for Professional Consultant Service to Z&K Consultants, Inc. to provide construction management and inspection services for the Citywide Pavement Rehabilitation Program - FY 26/27 to FY 30/31 (Arterial and Collector Streets) project and authorize the City Manager to execute the agreement with Z&K Consultants in the amount of \$449,376.00, and authorize the City Manager to approve and execute any subsequent amendments subject to the approval of the City Attorney;
3. Award an agreement for Professional Consultant Service to Koury Engineering & Testing, Inc. to provide material testing and geotechnical services for the Citywide Pavement Rehabilitation Program - FY 26/27 to FY 30/31 (Arterial and Collector Streets) project and authorize the City Manager to execute the agreement with Koury Engineering & Testing, Inc. in the amount of \$236,700.00,

and authorize the City Manager to approve and execute any subsequent amendments subject to the approval of the City Attorney;

4. Authorize the issuance of a Purchase Order to R. J. Noble Company in the amount of \$19,272,997.50 (bid amount plus a contingency of \$500,000.00), a Purchase Order to Z&K Consultants, Inc. in the amount of \$449,376.00, and a Purchase Order to Koury Engineering & Testing, Inc. in the amount of \$236,700.00 necessary for completing the construction of this project, funded by Capital Project Reimbursement Funds (Fund 3008); and
5. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to R. J. Noble Company's contract not exceeding the contingency of \$500,000.00 subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of a contract with R. J. Noble Company for the construction of the Citywide Pavement Rehabilitation Program - FY 26/27 to FY 30/31 (Arterial and Collector Streets) project. This report also recommends approval of a professional consultant agreement for construction management and inspection services with Z&K Consultants, Inc. and a professional consultant agreement for material testing and geotechnical services with Koury Engineering & Testing, Inc. to ensure the project is constructed per approved plans and specifications. This project is funded by Capital Project Reimbursement Funds (Fund 3008) and consistent with the City Council's Momentum MoVal Strategic Plan as roadway and public facility maintenance remains a top priority for the City Council. This project is part of the second batch of paving projects as a result to the City's historic investment in pavement restoration and rehabilitation.

DISCUSSION

This project provides both pavement preventative and corrective work for 67 arterial and collector street segments citywide. These streets are prioritized in the Pavement Management Program (PMP) Plans approved by the City Council in January 2021 and February 2022. The preventative work (e.g. crack seal and slurry seal) and corrective work (e.g. local repairs and surface replacement) will help preserve and extend the useful life of the City's largest asset at the lowest cost. The project also includes the reconstruction of various access ramps within the paving limits to meet current ADA requirements, repairs of roadway shoulders, and other related street improvements. The City utilizes funding for pavement repair work received as part of the federal recovery act plans and programs to complete the construction of this project.

On February 1, 2022, the City Council approved the first amendment to the agreement for professional consultant services to HR Green Pacific, Inc. to complete the design and bid documents for this project. The Consultant completed the contracted work in August 2022. The project was advertised for construction bids on August 22, 2022. Formal bidding procedures were followed in conformance with the Public Contract

Code. Two (2) bids were received via the electronic bid management system, PlanetBids, on September 13, 2022 as follows:

<u>Contractors</u>	<u>Bid Amount</u>
1. R. J. Noble Company	\$18,772,997.50
2. All American Asphalt	\$19,159,203.00

The lowest responsible bidder was determined by comparing the cumulative total for all bid items as stipulated in the bidding documents. Staff has reviewed the bid by R. J. Noble Company and finds it to be the lowest responsive and responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by R. J. Noble Company in their bid. Staff recommends awarding a contract to R. J. Noble Company to construct much needed street improvements for the City.

A contingency amount of \$500,000.00 is recommended to account for any changed field condition that may have occurred during the period between the completion of the engineering design work and construction start. The contingency is also recommended to allow rapid response to avoid unnecessary construction delays that typically result in contractor change orders from unforeseen circumstances encountered during construction.

Staff recommends awarding an agreement Z&K Consultants, Inc. in an amount of \$449,376.00 to provide construction management and inspection services for this project. The consultant is responsible for managing all construction activities for the project from start to finish and for performing field inspection of the work to ensure the improvements are constructed per the project plans and specifications.

Staff recommends awarding an agreement to Koury Engineering & Testing, Inc. in an amount of \$236,700.00 to provide material testing and geotechnical services for this project that generally include performing tests on the contractor's furnished slurry seal, asphalt, and concrete materials and observing the placement of these materials in the field to ensure the construction meets the project requirements. Both Z&K Consultants, Inc. and Koury Engineering & Testing, Inc. were selected through a request for proposal and selection process and deemed to be highly qualified to perform these quality check/quality assurance (QC/QA) services for the project.

The Planning Division of the Community Development Department determined that this project is exempt from the California Environmental Quality Act per Guidelines Section 15301(c) as a Class 1 (Existing Facilities).

Approval of the recommended actions would support Objective 4 of the Momentum MoVal Strategic Plan: "Manage and maximize Moreno Valley's public Infrastructure to ensure an excellent quality of life, develop and implement innovative, cost-effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery."

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely construction of the Citywide Pavement Rehabilitation Program FY 26/27 to FY 30/31 (Arterial and Collector Streets) project.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will delay the construction of needed improvements and may result in higher future repair costs.*

FISCAL IMPACT

This project is funded by Capital Project Reimbursement Funds (Fund 3008). The City utilizes funding received for pavement repair work as part of the federal recovery act plans and programs to complete the construction of this project.

AVAILABLE BUDGET

Capital Projects Reimbursements
(Account 3008-70-77-80001-720199) (Project No. 801 0097-3008-99) \$22,204,081

ESTIMATED CONSTRUCTION COSTS:

Construction (including contingency).....	\$19,272,998
Construction Management and Inspection Services	\$449,376
Construction Material Testing and Geotechnical Services	\$236,700
Community Workforce Program Administration Services	\$33,300
City Staff Project Administration.....	<u>\$30,000</u>
Total	\$20,022,374

ANTICIPATED CONSTRUCTION SCHEDULE:

Construction is anticipated to begin in late 2022 once all pre-construction documentation and information is provided by the contractor and approved by the City. The project is anticipated to be completed in Spring 2023, barring any weather or unforeseen site condition delays.

NOTIFICATION

Prior to construction, business owners, schools, utilities, adjacent property owners, law enforcement, fire department, churches, public transportation, and other emergency service responders in the area will be notified in a timely manner of the proposed construction and roadway closures.

PREPARATION OF STAFF REPORT

Prepared By:
Quang Nguyen, P.E.

Department Head Approval:
Michael Lloyd, P.E.

Senior Engineer

Public Works Director/City Engineer

Department Approval:
Melissa Walker, P.E.
Engineering Division Manager/Assistant City Engineer

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

To view large attachments, please click your “bookmarks”



on the left hand side of this document for the necessary attachment.

- 1. Agreement with R J Nobel Company
- 2. Agreement with Z&K Consultants Inc
- 3. Agreement with Koury Engineering & Testing Inc

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/27/22 12:11 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/27/22 12:53 PM

Agreement No. _____

AGREEMENT**PROJECT NO. 801 0097
CITYWIDE PAVEMENT REHABILITATION PROGRAM FY 26/27 TO FY 30/31
(ARTERIAL AND COLLECTOR STREETS)**

THIS Agreement is made and entered into this _____ day of _____ 2022 ("Effective Date") by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **R. J. Nobel Company**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following, which are incorporated herein by this reference:

- A. This Agreement
- B. Community Workforce Agreement by and Between the City of Moreno Valley and San Bernardino/Riverside Counties Building and Construction Trades Council, AFL-CIO and the Signatory Craft Councils and Unions ("CWA") [PROJECTS OVER \$1,000,000]
- C. Any and all Contract Change Orders and Construction Change Directives issued after execution of this Agreement
- D. Addenda Nos. 1 inclusive, issued prior to the Bid Deadline
- E. The bound Contract Documents book that includes City Special Provisions, General Provisions, and Technical Provisions
- F. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- G. Reference Specifications/Reference Documents other than those listed in paragraph 2, below
- H. Project Plans
- I. City Standard Plans
- J. Caltrans Standard Plans
- K. EMWD Standard Plans
- L. Governmental approvals, including, but not limited to, permits required for the Work
- M. Contractor's Labor and Materials Payment Bond (for reference only)
- N. Contractor's Faithful Performance Bond (for reference only)
- O. Contractor's Certificates of Insurance and Additional Insured Endorsements

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. REFERENCE DOCUMENTS. The following Reference Documents are not considered Contract Documents and are made available to the Contractor for informational purposes:

- A. None

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. **Contract Price and Basis for Payment.** In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Additive Bid Items, if any, set forth the Bid Schedule submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Additive Bid Items, if any, awarded by the City is **Eighteen Million Seven Hundred Seventy-Two Thousand Nine Hundred Ninety-Seven and 50/100 Dollars (\$18,772,997.50)** ("Contract Price"). It is understood and agreed that the quantities set forth in the Bid Schedule for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of Work, the unit prices set forth in the Bid Schedule multiplied by the actual number of units performed, constructed, or completed as directed and measured by the City Engineer.

4.2. **Payment Procedures.** Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Section 7 of the Standard Specifications, as modified by Section 7 of the City Special Provisions.

5. CONTRACT TIME.

A. Contract Time. The Contract Time shall be **One Hundred Fifty (150) Working Days.**

B. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements constitutes the date of commencement of the Contract Time of **One Hundred Fifty (150) Working Days.** The Contract Time includes the time necessary to fulfill preconstruction requirements and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements shall further specify that Contractor must complete the preconstruction requirements within **Ten (10) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Obtaining a Temporary Use Permit for a construction yard

- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security if Contractor persistently delays in providing the required documentation.

C. Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES AND CONTROL OF WORK.

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to complete the Work within the Contract Time, which includes the time necessary to fulfill preconstruction requirements and to complete construction of the Project (except as adjusted by subsequent Change Orders) in accordance with **Article 5** above. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85 and in Public Contract Code Section 7203. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadlines for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$500.00 per Calendar Day** that completion of the each such portion of the Work is delayed beyond the Contract Time. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of portions of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

Liquidated damages are owed automatically and without notice of any kind upon the accrual of each day of delay. City may at any time deduct liquidated damages as are payable hereunder from money due or to become due to Contractor, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety. Neither the City's failure or delay in deducting liquidated damages from payments otherwise due Contractor, nor City's failure or delay in notifying Contractor of the accrual of liquidated damages, shall be deemed a waiver of City's right to liquidated damages.

City's rights under this Section shall not be interpreted as precluding or limiting: (1) any right or remedy of City arising from an event of Contractor default other than a failure to complete the Work within the Contract Time; or (2) City's right to order an acceleration, at Contractor's expense, of performance of the Work to overcome delay, including, without limitation, a delay for which City has the right to assess and/or accrue liquidated damages. The availability of liquidated damages shall not limit City's right to terminate the Contractor's performance and accrual and/or assessment of liquidated damages does not constitute a waiver of such rights.

6.2. Owner is Exempt from Liability for Early Completion Delay Damages. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-4 of the Standard Specifications and City Special Provisions regarding compensation for delays.

6.3. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section **3-5** of the City Special Provisions.

7. INSURANCE.

7.1. General. The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. Additional Insured Endorsements. The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or

3. Substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers, and representatives.

7.4. **Primary Coverage.** All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers, and representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured.** Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance.** Any self-insurance (including deductibles or self-insured retention in excess of \$50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project and any extension of the one-year correction guarantee period in accordance with Section 3-13.3 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:
 - (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property, and equipment, and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;

- (b) Financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill); and
 - (c) A claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved, the Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
- (a) The Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
 - (b) The insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees, and volunteers; or
 - (c) The Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. **Insurer Financial Rating.** Insurance companies providing insurance hereunder shall be rated A-VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. **Notices to City of Cancellation or Changes.** Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability.** Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent

contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 3-13.3 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: \$1,000,000 per occurrence / \$2,000,000 aggregate / \$2,000,000 products-completed operations.

7.10. Business Automobile Liability. Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with \$1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. Workers' Compensation. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **\$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. Subcontractors' Insurance. The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. BONDS. The Contractor shall provide two surety bonds. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a separate satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop payment notices, or charges of the State of California, of material

suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop payment notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its Surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least five (5) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. General. To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect,

hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, and all of their respective officials, officers, directors, employees, commission members, representatives and agents (“Indemnitees”), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop payment notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor (“Indemnity Claims”). Such Indemnity Claims include, but are not limited to, claims for:

- A. Any activity on or use of the City’s premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor’s warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City’s Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;

- M. Any operation conducted upon or any use or occupation of the Site by the Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights, or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
- P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless exclude only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 10. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. **Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. **Intent of Parties Regarding Scope of Indemnity.** It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity, or hold harmless provisions in the Contract Documents are found to be ambiguous or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. **Waiver of Indemnity Rights Against Indemnitees.** With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. **Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 10. Contractor further agrees to ensure that each subcontractor will execute a separate Letter of Assent to the terms of the CWA if the total project cost is \$1,000,000 or more and will fully indemnify the City for any claims or losses which result from a Subcontractor's failure to adhere to the terms of the CWA on this project.

10.7. **No Limitation or Waiver of Rights.** Contractor's obligations under this Paragraph 10 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 10 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. **Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 10 are binding on Contractor's and its Subcontractors' successors, heirs, and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. SUCCESSORS AND ASSIGNS. The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

Attachment: Agreement with R J Nobel Company (5950 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J. NOBLE

CITY OF MORENO VALLEY, a Municipal Corporation

R. J. NOBEL COMPANY

BY: _____
Mike Lee, City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

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

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

RECITALS

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

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

WHEREAS, the City has requested the Consultant to perform such Construction Management and Inspection Services for Capital Projects Division of the Public Works Department; and

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

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

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DESCRIPTION OF SERVICES

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

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit B attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal (Exhibit A) shall take precedence over the Consultant's Proposal.

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

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$449,376.00 in accordance with the payment terms provided on Exhibit D attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

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

6. The Consultant shall perform the work described on Exhibits A and B in accordance with the start date as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through **December 30, 2023**, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

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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, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing

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

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

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

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

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(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.

(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

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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.

(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

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applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

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

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

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

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

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

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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, 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,

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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 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

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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 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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

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.

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

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

28. Consultant expressly waives any and all rights and benefits conferred upon it by the

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

provisions of Section 1542 of the California Civil Code which reads as follows:

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

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

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

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

Z&K Consultants, Inc.

BY: _____

Mike Lee, City Manager

Date

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Department Head

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

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

Attachment: Agreement with Z&K Consultants Inc (5950 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J. NOBLE

EXHIBIT "A"
City of Moreno Valley



Request for Proposals
Professional Consultant Construction Management and
Inspection Services

Project No. 801 0097
Citywide Pavement Rehabilitation Program (FY 2026/27 to FY 2030/31)
(Arterial and Collector Streets)

Proposal Due Date:
September 13, 2022 at 2:00 pm, PST

Submit proposal online at:
<https://www.planetbids.com/portal/portal.cfm?CompanyID=24660>

Contact:
Capital Projects Division
Email: techinfo-capproj@moval.org
Phone: (951) 413-3130

I. Invitation

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

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

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

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

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

II. Schedule of Important Dates

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

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

III. Scope of Services

The City of Moreno Valley seeks the submission of proposals to provide Construction Management and Inspection Services for the Citywide Pavement Rehabilitation Program (FY 2026/27 to FY 2030/31) (Project No. 801 0097) for the Capital Projects Division from interested

and qualified proposers. The Construction Management and Inspection Services shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations.

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

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

The Consultant is to provide **two (2) street inspectors** who shall perform daily inspection and related tasks to ensure the construction is in compliance with the project Contract documents and will be under general direction of the City Senior Inspector to serve as staff inspectors for this project. The proposed inspectors shall have a minimum of three (3) years experience in inspection of similar public works construction project. The Consultant shall submit resumes of the proposed inspectors along with the proposal for City review.

Street construction inspection tasks include, but not limited to:

1. Review and get familiarized with plans, specifications, construction site and the proposed streets prior to the pre-construction meeting.
2. Review and mark out removal limits with contractor prior to saw-cutting and removals and grinding processes.
3. Inspect the reconstruction curbs, gutters, ramps, and sidewalks for compliance with plans, specifications, and ADA requirements.
4. Continuously observe and inspect contractor's work processes include pavement surface preparation, crack sealing, pavement removal and repaving, application of slurry seal, HMA/ARHM placement operations, striping cat tracking and installation, and signage installation.
5. Continuously monitor the traffic control and safety measures and request for corrections as needed.
6. Monitor and provide supporting documentation on the personnel and equipment used for any extra work/change orders performed by the contractor or supporting documentation for delays.
7. Keep daily diaries (logs) and take pictures of the project as needed; prepare and issue correction notices to the contractor and follow up with the notices.
8. Respond to public inquiries regarding construction activities, scheduling, and traffic impacts.
9. Field review and verify quantities submitted by the contractor on each invoice to make sure the quantities/work items are correct and completed/accepted prior to the issuance of payment to the contractor.
10. Attend weekly or bi-weekly construction activity coordination/schedule update meetings.
11. Coordinate with other inspectors, soil technicians, construction manager, school official, other agencies representatives who are involved/affected by this project as necessary to move the construction forward.

12. Perform other related tasks as required.

The Consultant is to provide **one (1) construction manager** who, under general direction of the City Project Manager, shall manage and run the project from the start to end of the construction. The proposed construction manager shall have minimum of three (3) years experience in managing similar public works project construction. Resume for the proposed construction manager is required to be submitted along with the proposal.

Construction management tasks shall include, but not be limited to:

1. Review and get familiarized with project plans and specifications, including project schedule.
2. Set-up and conduct pre-construction meeting with the contractor, sub-contractors, and individuals involving in the project.
3. Provide, manage, coordinate, and ensure timely completion/approvals in response to all Requests for Information (RFI), shop drawings, product data submittals and mix designs, Change Notices, Intend to File Change Notices, and Construction Change Orders (CCO), as well as review, price negotiations and issuance of the CCO to the contractor.
4. Prepare agenda and conduct weekly or bi-weekly construction progress meetings to keep track of contractor work progress. Provide weekly written progress reports/updates to the City Project Manager.
5. Coordinate and schedule inspection and material testing, compaction testing and other activities. Ensure adequate inspection coverage for the project.
6. Identify and report potential contractor claims and recommend resolution.
7. Prepare weekly statement of working days and send to the contractor. Maintain consistent communication with the contractor, the City, and all individuals involving this project.
8. Review contractor's invoices and quantities and approve for payments.
9. Provide regular monitoring of the construction progresses. Check work or quantities completed versus project schedule and total contract. The Construction Manager shall identify variances between actual and budgeted/estimated costs, and inform the City Project Manager whenever construct costs exceed budgets or estimates.
10. Maintain the records of the followings, but not be limited to:
 - a. All changes and modifications to the Plans and Contract Documents. Note: The Consultant Construction Manager does not have authority to make changes or modifications to the Plans and Specifications, except as authorized by the Design Consultant and the City.
 - b. Addenda(s), change order(s), product data and material submittals, and samples.
 - c. Progress payments, inventories, and applicable codes, contractor's reports, correspondences, certified payrolls, and accident reports.
 - d. Certifications, shop drawings, photographs, as-builts, and other project related documents.

IV. Community Workforce Agreement:

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

V. Proposal Format

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

The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration

A. Technical Proposal

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

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

7. Completed forms as required.

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

1. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the City of Moreno Valley.
3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (if needed) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
6. A statement that the Consultant acknowledges to provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the 'Not-to-Exceed' fee as part of the Cost Proposal, and no additional compensation will be allowed therefor.
7. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns.
8. A statement that the Consultant acknowledges and understands that the Consultant will provide a qualified alternate staff in the event of the primary staff is not able to come to work.
9. A statement that all charges for Consultant services is a "Not-to-Exceed" fee which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.

10. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
11. A statement that said hourly rate schedule (which is to be included in the Cost Proposal as required below) is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
12. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
14. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
15. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
16. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
17. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

B. Cost Proposal

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

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

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

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

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

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

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

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

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

VII. PAYMENT TO CONSULTANT AND INVOICING

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

included in the "Not-to-Exceed" Fee".

- G. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.
- H. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors, omissions, or oversight.

VIII. INSURANCE

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

IX. INDEMNIFICATION

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

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

X. TERMINATION FOR CONVENIENCE OF THE CITY

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

XI. INDEPENDENT CONTRACTOR

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

XII. CONTRACT

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

XIII. GENERAL CONDITIONS

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

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

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

XIV. SELECTION CRITERIA

- A. **The Firm's General Experience and Qualification Information** (20 points) – Information about the company including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.
- B. **Experience of Key Personnel** (60 points) – Background experience of key personnel,

credentials and certifications, abilities, familiarity with state and federal procedures and applicable standards and specifications, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies, and proven track record and depth of understanding/knowledge of the required services.

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

XV. ATTACHMENTS

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

Attachment A: Non-Collusion Affidavit

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

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

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

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

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

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

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

By: _____
(signature)

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

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

Attachment: Agreement with Z&K Consultants Inc (5950) : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J. NOBLE

Our proposed personnel are local to the community and have been residents for over 15 years. We are excited to serve the City of Moreno Valley.

Attachment: Agreement with Z&K Consultants Inc (5950 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J. NOBLE



City of Moreno Valley



REQUEST FOR PROPOSALS PROFESSIONAL CONSULTANT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES PROJECT NO. 801 0097 CITYWIDE PAVEMENT REHABILITATION PROGRAM (FY 2026/27 TO FY 2030/31) (ARTERIAL AND COLLECTOR STREETS)

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Form – Non-Collusion Affidavit Attachment A

Cost Proposal Separate Submission

Attachment: Agreement with Z&K Consultants Inc (5950 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J. NOBLE

September 13, 2022

City of Moreno Valley
14177 Frederick St., Moreno Valley, California

Subject: Request for Proposals - Professional Consultant Construction Management and Inspection Service, Project No. 801 0097, for Citywide Pavement Rehabilitation Program (FY 2026/27 to FY 2030/31) (Arterial and Collector Streets)

To Whom it May Concern,

Z&K Consultants Inc. (Z&K) proudly presents our proposal for the City Moreno Valley's Request for Proposals for Professional Consultant Construction Management and Inspection Services and is excited about the opportunity to work seamlessly as an extension of staff with the City's personnel. We understand that the services are for the Citywide Pavement Rehabilitation Program (FY 2026/27 to FY 2030/31) for the Capital Projects Division.

Z&K has successfully provided Construction Management and Inspection Services for over 45 pavement rehabilitation projects in the last 5 years.

Z&K is a certified [Disadvantaged Business Enterprise \(DBE\)](#), [Women's Business Enterprise \(WBE\)](#), and [Small Business Enterprise \(SBE\)](#) in Southern California. Z&K specializes in the provision of Construction Management, Construction Inspection, Program Management, Project Management, Staff Augmentation, and other Professional Engineering Consulting Services. The Z&K Team has held numerous construction management and inspection services contracts for local agencies and is committed to the success of the City's project.

Our key personnel have provided Construction Management & Inspection Services for the following local agencies:

- City of Chino
- City of San Bernardino
- City Oceanside
- City of Norco
- City of Fontana
- City of Pomona
- City of Corona
- City of Lancaster
- City of Beaumont
- City of Temecula
- City of Eastvale
- City of La Mirada
- City of Lake Forest
- City of Costa Mesa
- City of Irwindale
- City of Torrance
- City of Alhambra
- City of Compton
- City of Norwalk
- City of Rosemead
- City of San Marino
- Long Beach Water Department

Our team members' versatile experience in Construction Management and Inspection Services of City projects for the local jurisdictions makes the Z&K team uniquely qualified to provide the requested services. We have a track record of performing outstanding services on similar contracts through saving significant time and cost from identification of the various critical elements controlling the project schedule to providing alternate practical solutions. Z&K is proud of our reputation for having seasoned construction management and inspection personnel and of the industry's recognition of our ability to deliver complex capital improvement projects ahead-of-schedule, under budget, without claims, and with outstanding customer service.

Z&K has carefully selected this "**A-Team**," and has committed our most qualified staff for the duration of the contract to deliver successful projects. We understand the importance of meeting budgets and schedules; we have a strategic plan in place to deliver projects with such benchmarks in mind. Our proposed team members are recognized as **experts** in Construction Management and Inspection Services and will provide "**turn-key**" Services for the City of Moreno Valley.

Our key team members have 100% commitment to the City of Moreno Valley's project. The Z&K team knows the importance of providing qualified and experienced personnel, capable of working independently, that arrive on-site properly equipped and have the necessary safety and technical training to start work with no learning curve. The personnel identified bring specific and extensive field experience and have the qualifications required in the RFP.

Our team prepared a risk management log, identifying various critical elements of this project that will be of top priority for Z&K's proposed personnel. The Z&K Team understands that the City of Moreno Valley's Capital Projects Division project includes pavement rehabilitation and preservation for approximately 67 arterial and collector street segments throughout the City. The work includes the reconstruction of a number of access ramps within repaving limits; localized pavement repairs; application of Type 2 slurry seal; removal and replacement of asphalt pavement surfaces; installation of permanent traffic video detectors; and reestablishment of traffic striping and signs. We have developed a multidisciplinary team to deliver excellent Professional Services for the City and to ensure the success of the City's project.

I will serve as the contact person for the full duration of the contract, and I am authorized to bind the firm to the terms of the proposal. By signing below, I attest that all information submitted is true and correct. The RFP will be incorporated in its entirety as part of this Proposal. Z&K Consultants, Inc. does not have any exceptions and commits to accept the terms and conditions to the language in the RFP documents. We acknowledge that there were three (3) Q&A sets posted on September 1st, 2nd, & 6th.

Sincerely,



Crystal Fraire, PE, QSD/P | President, Z&K Consultants Inc.
951.310.7470 | cfraire@zandkconsultants.com
473 E. Carnegie Drive, Suite 200, San Bernardino, CA 92400



A.7.b

Attachment: Agreement with Z&K Consultants Inc (5950 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J. NOBLE

APPROACH AND UNDERSTANDING

APPROACH & UNDERSTANDING

CONCEPTUAL PLAN

We have successfully developed construction management procedures that promote collaboration and teamwork, improve quality and maximize the value of each project. Z&K's past performance with Cities, Counties, and other agencies shows our remarkable ability to control costs, guarantee great quality of work, and meet all project deadlines. We understand the importance of Schedule Control and are known in the industry for assisting the contractor to cut the project schedule and to yield significant savings for our clients through reduction of overhead construction management and construction costs. The most significant saving is less inconvenience to the traveling public and less City exposure due to shortened construction duration. This will help extend excess project funds into other important projects.

MANAGEMENT APPROACH



Z&K provides proven professional construction management and inspection techniques to ensure the safe construction of a quality project completed on time and within budget. Z&K accomplishes this by establishing the systems, policies, and procedures necessary to ensure adequate project controls are in place. The Senior Street Construction Inspectors must ensure all parties understand the basic responsibilities and interrelationships of all team member such as the Owner (both project management and operations), the Design Engineer, the Contractor, the construction management team, and the subconsultants. Additionally, a good Inspector must have the knowledge and experience to effectively understand the interrelationships between the key management components of time, information, cost, and quality. Decision making, including obtaining sufficient information to make reasoned decisions, is the key element leading to a successful project. The Z&K approach is founded on a thorough understanding of each of the management components critical to the project.

TIME MANAGEMENT

Time management uses scheduling to accurately manage and track the restrictive elements of time and resources throughout the project. The key to a successfully implemented and managed schedule is the development of an accurate, detailed, and realistic baseline schedule. Z&K will review the Contractor's baseline schedule to ensure it is accurate and reasonable. Activity durations and logic ties will be examined for accuracy and constructability. The schedule logic and activity durations will also be analyzed to ensure the Contractor does not use float suppression techniques. Schedule float is a valuable resource for the Owner and the Contractor.

Schedule implementation and administration is the next step in proper time management. The Contractor's actual progress will be documented on a daily basis. The Z&K Team will review the progress with the Contractor at the weekly meetings. The Contractor's three-week-look-ahead schedule will be compared with the work plan on the record schedule to ensure the Contractor continues to use the record schedule as a management tool.

We will check the record schedule for activities with start dates that did not begin during the review period. This proactive approach flags potential delay issues for further discussion. The Z&K Team has extensive experience in dealing with changes from unforeseen conditions, owner-initiated changes, and other types of delates. The Contractor will be required to submit a time impact analysis for any issue with the potential to delay the overall progress of the work. Z&K will seek ways to mitigate the delay as the first course of action. This enables creative solutions for potential delay issues.



COST MANAGEMENT



Z&K will take the lead to ensure a cost management system is properly implemented and maintained. Z&K's cost management role will be in two parts. The first is to track the value of the completed work to ensure accurate and detailed monthly progress billing by the contractor. Secondly, Z&K will proactively manage the change order process. The monthly progress billing will be tied to the construction schedule.

Work activities and material deliveries will be assigned the correct completion percentage by the Contractor. This will be reviewed by the Construction Inspector and discrepancies will be addressed. If necessary, the Contractor will revise and resubmit the schedule of values. This process ensures the Owner is accurately billed for the completed work monthly. Changes in work and unforeseen conditions will be closely monitored. Any costs for changes will be managed by the Z&K construction management team. An ongoing log of potential change issues will be maintained. These issues will be discussed and updated at each weekly meeting.

FUNDING MANAGEMENT

For state/federally funded projects, the City must comply with federal reporting requirements. Our team is experienced in complying with state and federal grant reporting and filing requirements. We pay close attention to these requirements and deadlines so that project funding remains unaffected and so that file audits are conducted quickly and efficiently. Our team is also experienced in ensuring that project documents show compliance with DBE reporting requirements, DBE goals, and/or good faith effort documented. Z&K is extremely familiar with Federal-Aid implementation and the Caltrans' Local Assistance Procedures. Proper Project documentation is key in audits conducted by the Federal Highway Administration (FHWA) and Caltrans.

QUALITY MANAGEMENT



Quality management is an inherent CM responsibility. Z&K is knowledgeable and capable in all aspects of quality management. Quality assurance is the application of systematic methods to verify the effective implementation of quality control procedures. Z&K will manage the quality of the project by taking the quality assurance lead role and implementing the Z&K quality assurance program, which allocates quality control responsibilities to the various project participants to ensure the constructed product conforms to the contract plans and specifications. This includes a detailed inspection plan, inspection procedures, and documentation procedures for all inspection and test reports. Z&K will review the Contractor's quality control procedures to ensure adequacy. Quality assurance includes quality of the constructed work as well as the quality of the Contractor's document processes (such as the Contractor's submittals and RFIs).

In Z&K's experience, lack of quality in the paperwork with items such as poor submittals and unanswered RFIs may lead to lack of quality in the constructed product. Deficiencies in submittal quality control by the Contractor often leads to incorrect or inferior equipment and materials being installed. Likewise, lax procedures for the processing of RFIs may lead to misunderstandings and delays. The Z&K CM will take a proactive approach with the Contractor and the Design Engineer to ensure the quality of the RFI process is maintained. Finally, Z&K regularly performs internal audits of its field operations to ensure the proper implementation of procedures for Z&K's quality assurance program.

INFORMATION MANAGEMENT

Proper information flow is crucial to the success of a project. A construction project generates a large amount of information, which must be disseminated to all parties on a timely basis. The source of this information will cover the full spectrum including contracts, meeting minutes, drawings and specifications, submittals, requests for information (RFIs), pay requests, invoices, inspection reports, and so forth. Z&K has extensive experience providing document management solutions for its clients. Z&K's approach to information management also includes building a communication framework to continually foster partnering and teamwork relationships for all of the project stakeholders. Z&K builds this framework from the start of the project with an all-inclusive kick-off meeting where the lines of communication and project responsibilities will be clearly explained to all of the project stakeholders.

The emphasis on project communication continues throughout the project with the weekly construction meetings. An agenda of meeting topics will be distributed in advance and include items such as safety, old business, updated progress of the work, RFIs, submittals, testing and inspection reports, non-conformance notices, environmental monitoring, change orders, three-week-look-ahead schedule, pay requests, and so forth. Unresolved issues will be carried over to the next week's meeting until a final resolution is obtained.

Z&K has a strong knowledge of the City, County, State, and Federal codes and procedures that are required to deliver a successful project.

Some of the requirements are as follows:

- o Project Construction Documents
- o Standard Plans for Public Works
- o APWA "Greenbook" Standard Specifications for Public Works Construction
- o Caltrans Standards, Specifications, and Procedures
- o California Building Code
- o California Plumbing Code
- o California Mechanical Code
- o California Electrical Code
- o California Building Energy Efficiency Standards
- o Title 24, Part 2, 2.5, 3, 4, 5, 6, 11
- o California Fire Code
- o California Residential Code
- o California Green Building Code
- o California Disabled Regulations
- o City Codes & Ordinances
- o City Grading Code & Manual
- o Caltrans Construction Manual
- o Caltrans Safety Manual
- o OSHA Construction Safety Orders
- o 10/30-hr OSHA Training Certification
- o Local Assistance Procedures Manual (LAPM)
- o City Standards and Design Manuals
- o State and Federal Building Codes (Site Accessibility)
- o County Procedures and Guidelines
- o Work Area Traffic Control Handbook (WATCH) Manual
- o Manual of Uniform Traffic Control Devices (MUTCD)
- o Project Safety Plan (PSP)
- o Site Health and Safety Plan
- o Activity Hazard Analysis (AHA)



RISK MANAGEMENT LOG

Based on past experience, Z&K has identified the following potential risks and proposed resolutions for the City’s projects.

ID	Risk Impact	Occurrence Probability	Risk Description	Project Impact/Risk Area	Response Strategy
1	High	High	Community Outreach	Schedule	It is imperative that our community outreach does not only include property owners, business owners and residents of the City, but also elected officials, management from the City, and all affected agencies. Prior notification for the start of the Project as well as continuous communication to property owners concerning both the construction schedule and access issues will be ongoing through project completion.
2	High	High	Cactus Ave Joining Existing Pavement	Quality	The contractor should be mindful of where they are joining existing new pavement for example on Cactus Ave East of Frederick St as it will be tricky installing the deep lift section and providing a header cut in such a small stretch to the center median. It will likely cause a quarter crown in the street as they will be tapering from the middle of the street to the center median. It will more than likely change the rideability of the road as well. The milling is from 0 to the depth of the existing below surface overlay per detail # 2. The width of the header cut varies from 50 inches to 60 inches per the plans.
3	High	High	Moreno Valley Highschool on Cottonwood Ave	Safety	This project will require extensive coordination with the High School while construction activities are on Cottonwood Ave. We have extensive experience with pavement rehabilitation projects along school pick up and drop off streets. The CM team and the Contractor shall coordinate with the High School administration for both peak hours of student drop off and pickup as well as providing access to the school property at all times. Contractor shall explore work during non-school days as well as possible weekend work around schools for student safety. We will ensure that the submitted traffic control plan for these areas is robust, accommodates school drop off and pick up and other site specific requirements. More flagman or traffic control will be required for sensitive areas. Specific community outreach will be performed by Z&K to ensure that these facilities are kept up to date on construction activities.
4	High	High	Grind & Overlay Repair Locations	Schedule & Public Inconvenience	We recommend adding language to the specifications that all areas that require grind and overlay repair must be paved back the same day. This will avoid potential public inconvenience and safety issues that can arise.
5	High	High	Work on Arterial Streets	Safety & Schedule	The detailed Traffic Control Plan to be submitted by the Contractor shall provide options for the city for weekend work or night work for public safety while working on arterial streets and streets with high traffic counts. All of the arterial streets within Moreno Valley have significant traffic and having options for work during alternative hours will be very beneficial for certain locations.
6	High	High	Slurry During Winter Months	Quality	This project includes over 8,000,000 SF of slurry. As we approach the winter months, the quality of the slurry will be impacted due to weather. We will ensure that the Contractor does not perform slurry operations during nonoptimal weather conditions and that this is accounted for in their baseline schedule.
7	High	High	Riverside Transit Agency Bus Routes	Safety	This project will impact the Riverside Transit Agency bus routes. Z&K has extensive experience coordinating with the Riverside Transit Agency. Z&K and the Contractor shall coordinate all work with the Riverside Transit Agency to minimize impact on existing bus routes. The contractor shall present alternative bus stops and provide pedestrian access to all active bus stops.
8	High	High	Law Enforcement, Fire Department, and Medical Facility Coordination	Safety	This project will impact emergency services and require extensive coordination to avoid diminished emergency response time. Z&K will ensure that the Contractor provides a weekly list of construction zones to the local Law Enforcement Agency as well as the local Fire Department for roads closed or impacted by ongoing construction including partial closures. Z&K will also ensure that the Contractor notify all medical facilities including hospitals, emergency rooms, critical care, and urgent care facilities that may be impacted by construction activities. It is Z&K’s protocol to review the baseline schedule and 3-week lookahead for emergency response and medical facilities that will be impacted.

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ID	Risk Impact	Occurrence Probability	Risk Description	Project Impact/Risk Area	Response Strategy
9	High	High	Emergency 24/7 Protocol	Safety	Z&K has a strict protocol and chain of command for any emergency situations and incidents. Z&K will hold a safety workshop with the Contractor to ensure that all emergency situations are handled in an expedient manner and per City protocol. Contractor will prepare an emergency protocol document and provide it to the city prior to work commencing which will cover damage to utilities (water breaks, gas line breaks, cable/electrical line breaks, etc) and damages to any public property which will include current emergency telephone numbers for all agencies with a contact person. Contractor shall immediately contact Z&K of any property damage or damage to any utilities.
10	High	High	Streets with Soft Shoulders	Quality	This project includes soft shoulders. Z&K has thorough experience with projects including soft shoulders. Z&K will ensure that the contractor shall note the streets with soft shoulders and protect those in place as per the approved plans. Contractor shall make an evaluation of all soft shoulders to access those areas for drainage or erosion issues prior to the start of construction.
11	High	High	Maintaining Transition During Dig Outs	Safety	On the previous project when dig outs were performed along catch basins or concrete, the transition was not maintained until the paving back operation was performed. This created a safety concern for vehicular traffic. It was difficult to have the contractor respond after hours and maintain the transition since there was no language in the specifications. We recommend adding language to the specifications to require that all transitions are maintained during dig out operations to the satisfaction of the inspector. We can provide sample language to the City that has been successful on our prior slurry seal projects.
12	High	High	Trash Pickup	Public Inconvenience	Z&K shall coordinate with the local sanitation contractor for trash pickup during days that may be impacted by construction activities. Z&K will coordinate with the Post Master to ensure minimum disruptions to mail delivery services during construction activities.
13	High	High	Business Coordination	Public Inconvenience	This project will affect multiple businesses and require extensive public outreach efforts. Prior to construction activity business owners will be contacted and provided a schedule of construction activity which may impact their business. Contractor shall always provide access to all businesses and shall not block or removed any driveway access without first providing an alternative access.
14	High	High	Multiple Material Vendors due to Shortages	Schedule	Contractor will submit multiple sources/vendors of construction materials including multiple sources for asphalt, base material, concrete, and any other potential long lead items that may be effected by shortages.
15	High	High	Requirements for Response After Hours or on Non-Working Days	Safety	In the previous project, issues would arise after working hours or on weekends that would require the contractor to immediately respond and perform traffic control measure and/or street sweeping. Contacting and getting a response from the contractor after hours varied and was difficult for our team to enforce. We highly recommend adding language to the specifications outlining that the contractor shall respond to communication from Z&K and City staff immediately (including a maximum time allowed) and be available to respond immediately to after hour and non-working day requests (including a maximum time allowed). We recommend that the maximum time allowed to respond to communication be 10 minutes and to respond in the field be 1 hour. This is due to the type of time sensitive issues that arose during the previous project to have the contractor respond to resident concerns. We also recommend adding that if these times are not met, the city will contract with an emergency response team to be later back charged to the contractor.

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ID	Risk Impact	Occurrence Probability	Risk Description	Project Impact/Risk Area	Response Strategy
16	High	High	Required Street Sweeping	Public Inconvenience	The Contractor shall submit a clear plan to provide street sweeping throughout construction. We recommend adding this requirement to the specifications as well as detailed requirements for the street sweeping plan. This plan should include the number of street sweeping machines as well as contingency plans for emergency after hours sweeping as needed. The Contractor shall defer to the inspector to make the final determination of street sweeping needs prior to the end of work hours. We can provide sample language that has been successful on other slurry seal projects.
17	High	High	Traffic Control	Safety	The Contractor shall provide adequate manpower to ensure residents do not drive on slurry material prior to fully drying. There were numerous instances where the contractor attempted to put up only a delineator with string to warn residents not to drive on the fresh slurry. Our Inspector shall determine the number of staff needed for traffic control, locations, and duration. We will also ensure that the submitted traffic control plan is robust and addresses traffic flows during slurry and asphalt overlay operations.
18	High	High	Required Field Meetings	Schedule	A meeting shall be held in the field with the inspector and the contractor to review each street and area prior to the start of operations. This can be done during mark outs prior to construction. This will ensure that the contractor has specific direction on dig outs, grind and overlay, and slurry prior to the start of each section. This will also ensure that the City is in agreeance with each section prior to work being performed. This will allow an opportunity for us to discuss the requirements of traffic control and safety with the contractor before construction in each area.
19	High	High	Public/Agency Outreach & Weekly Newsletter	Safety & Community Outreach	Due to the project's proximity to residences, Z&K will provide robust community outreach efforts prior to the start of construction that will inform both the residents in the vicinity of the project and commercial properties in the vicinity of the project the proposed start dates and completion dates of the project. Since this work will also border Mission Viejo, we recommend outreach to the City of Mission Viejo prior to the start of construction. Z&K will provide concierge-level service to the community and residents. Ongoing contact and communication with local residents and business impacted by construction activity is crucial. This will include notification prior to the commencement of construction and throughout the entire process. Outreach will not be limited to minimum City requirements but will be a daily ongoing pursuit. Z&K provides the City with a Weekly Newsletter including construction activities performed the week prior, construction activities scheduled for the week after, and important project progress and updates.
20	High	High	Change Orders	Schedule & Budget	To assist in controlling cost, Z&K will conduct a pre-construction site walk with City staff members to identify areas that could potentially result in unanticipated costs. During construction, Z&K will conduct site visits with City staff, as needed, to minimize change orders and cost increases. Z&K will closely monitor the work and proactively manage the change order process. We will identify potential change orders early and proactively develop solutions.

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SCHEDULE

We have prepared and included one sample schedule for the project which includes the NTP/Contract milestones, Prepare/Submit/Review Submittals, Pre-Construction Phase, Construction Phase, and Project Closeout Phase. We understand that the Project is anticipated to start in 2022 and shall be completed in 150 working days.

The schedule reflects the concrete work that needs to take place before the Contractor can start grinding/paving and performing the slurry seal work. The Contractor may need to run multiple crews that are slurry sealing one section and performing grind and overlay in another at the same time. We included striping and manhole adjustments as items with longer timeframes to show that the Contractor should come in multiple times throughout the project. They shall perform such work periodically to not have unstriped portions or the MHs not adjusted until the end of the project, especially since these are arterial and collector streets.

Prior to any construction activity, business owners will be contacted and provided a schedule of construction activity which may impact their business. The Contractor shall always provide access to all businesses and shall not block or removed any driveway access without first providing an alternative access.

SCHEDULE COORDINATION

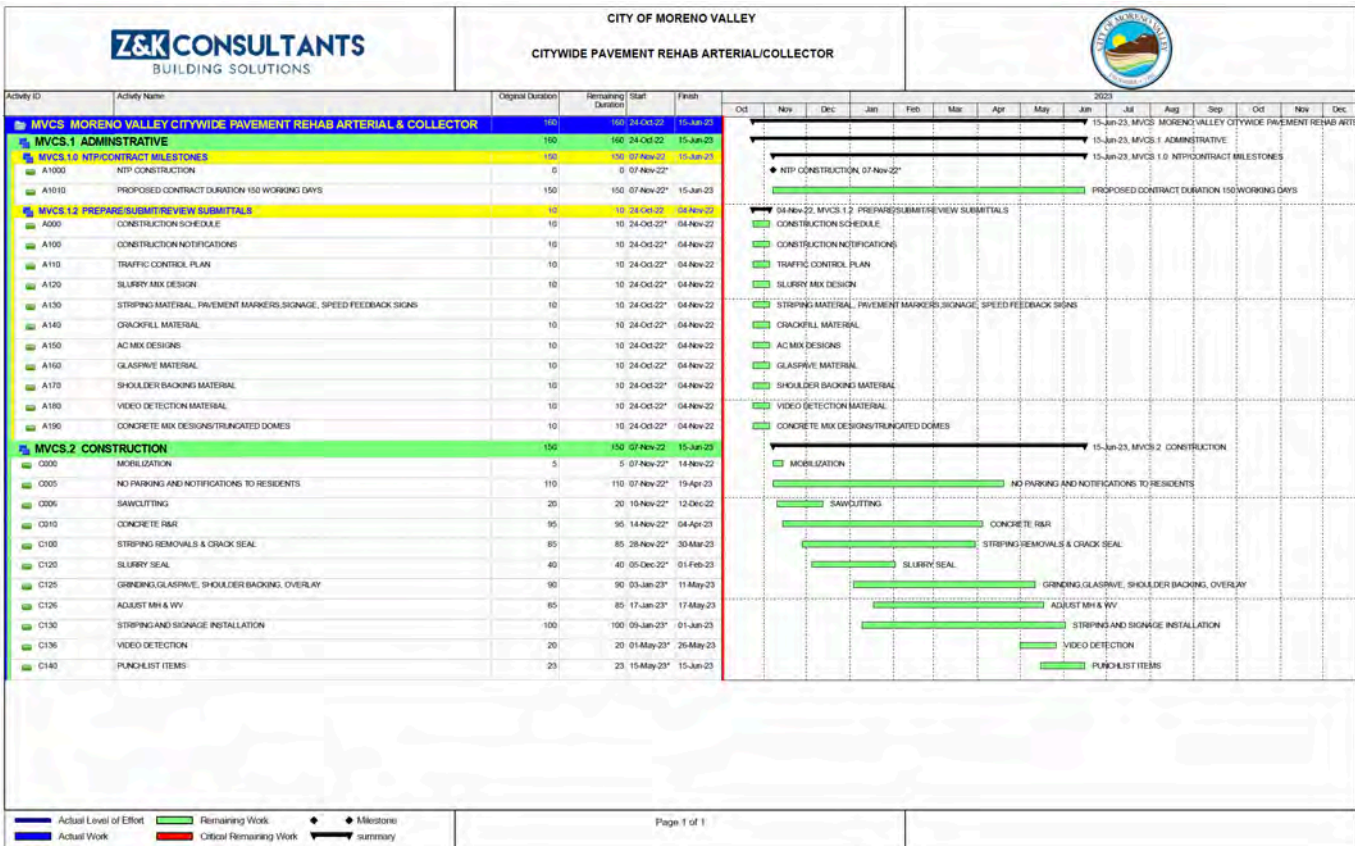
The Contractor shall coordinate with the High School administration for both peak hours of student drop off and pickup as well as always providing access to the school property. The Contractor shall also explore work during non-school days as well as possible weekend work around schools for student safety.

The Contractor shall provide a traffic control plan for arterial streets and street with high traffic counts with options for the City for weekend work or nighttime work for public safety. We will continually review the schedule and ensure that the Contractor provides a weekly schedule to the local Law Enforcement Agency as well as the local Fire agency for roads closed or impacted by ongoing construction, including partial closures. Z&K will ensure that the Contractor has all the City schedules, including City holidays, trash pickup, street sweeping, and City events. We will also coordinate with the Post Master to ensure minimum disruptions to mail delivery services during construction activities.

SCHEDULE CONSIDERATIONS

Since the Project is anticipated to start in November 2022, we are entering the colder months of the year. This is when the slurry becomes temperamental because of the colder weather. This may also cause longer lane closures due to longer cure times for the slurry because it is not as warm as it is in the summer months. Per the project documents, "302-4.8.2.1 Application Temperature. EAS shall not be applied if either the pavement or the ambient temperature is less than 50°F (10°C) and falling, but may be applied when the pavement and ambient temperatures are both above 45°F (7°C) and rising".

The asphalt concrete follows the same rule for the most part, but it is more forgiving than slurry is when it comes to colder weather. The Contractor shall keep this in mind while entering the winter months and then the rainy season. We will ensure the schedule accurately reflects these constraints, so we do not prolong the job longer than expected.



Attachment: Agreement with Z&K Consultants Inc (5950) : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J. NOBLE



SCOPE OF SERVICES

Attachment: Agreement with Z&K Consultants Inc (5950 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J. NOBLE

SCOPE OF SERVICES

Our Team's relevant experience allows them to provide overall administration of the construction process based on their unique ability to fully understand the construction process, work proactively to identify problems early, and to mitigate each risk before it affects the project performance goals. Z&K has thoroughly reviewed the RFP; we confirmed our team will provide all scope of work tasks as outlined in the RFP scope of services. The Z&K Team will provide Professional Consultant Construction Management and Inspection services for the City of Moreno Valley's upcoming Citywide Pavement Rehabilitation Program (FY 2026/27 to FY 2030/31) for Arterial and Collector Street. Z&K acknowledges our ability to meet the contract requirements for the work listed under the scope of services.

The Z&K Team, at a minimum, will perform the following:

STREET CONSTRUCTION INSPECTION

1. **Review and get familiarized with plans, specifications, construction site and the proposed streets prior to the pre-construction meeting.** | Prior to the pre-construction meeting, Z&K's proposed Senior Street Construction Inspectors will review and familiarize themselves with all project contract documents, plans, and specifications. Additionally, Z&K inspectors will familiarize themselves with the construction site and proposed streets by performing a site visit and preliminary constructability review prior to the pre-construction meeting. The Inspectors' primary duties will be to inspect and verify all work in place meets the requirements of the contract plans and specifications, traffic control plans, shop drawings, change orders, and O&M manuals as well as maintenance of project documentation. In addition to the construction activities, the project team is also familiar with and will enforce the requirements stipulated in the permits issued by regulatory and environmental agencies. Our inspectors will be thoroughly familiar with the construction drawings, specifications, estimates, and related project documents prior to the start of each project.
2. **Review and mark out removal limits with contractor prior to saw-cutting and removals and grinding processes.** | Z&K Inspectors will review and mark out removal limits with the Contractor prior to any saw-cutting, removal, and grinding processes. Z&K Inspectors have the knowledge, skill, and experience to inspect all the anticipated construction operations that this contract may require. Inspectors will verify that all work in place meets the requirements of the contract plans and specifications, traffic control plans, shop drawings, change orders, and O&M manuals as well as maintenance of project documentation. Z&K will verify that all work conforms with the requirements and identify any issues of non-compliance with the applicable codes. Inspectors will meet with the project design team and City staff to work out any issues and resolve them quickly and efficiently.
3. **Inspect the reconstruction curbs, gutters, ramps, and sidewalks for compliance with plans, specifications, and ADA requirements.** | Z&K Inspectors will inspect the reconstruction of curbs, gutters, ramps, and sidewalks for compliance with plans, specifications, and ADA requirements. The Z&K team has extensive experience ensuring that all accessibility requirements set forth by the Americans with Disabilities Act are met. When required in the projects plans and specifications, Z&K inspectors will verify that all facilities are compliant with both federal and state accessibility requirements. Z&K inspectors are familiar with achieving ADA compliance and have worked on projects in which they oversaw the implementation of various ADA compliant structures and facilities, including curb ramps, pedestrian walkways, sidewalks, detectable warning surfaces and tactile paving, public bathrooms, accessibility signs, accessible entrances and exits, stairways and handrails, parking facilities, seating, and work surfaces.
4. **Continuously observe and inspect contractor's work processes include pavement surface preparation, crack sealing, pavement removal, and repaving, application of slurry seal, HMA/ARHM placement operations, stripping cat tracking and installation, and signage installation.** | Z&K's proposed inspectors will continuously observe and inspect contractor's work processes, including pavement surface preparation, crack sealing, pavement removal, repaving, application of slurry seal, HMA/ARHM placement, stripping cat tracking and installation, and signage installation. Z&K Inspectors have the knowledge and experience to inspect anticipated construction operations, and Inspectors will be on site to inspect and verify all work in place meets the requirements of the contract plans and specifications, traffic control plans, shop drawings, change orders, and O&M manuals.
5. **Continuously monitor the traffic control and safety measures and request for corrections as needed.** | Z&K Inspectors will enforce all required traffic control measures and ensure that the contractor has appropriately secured the construction site from pedestrians and motorists before the end of each workday. This will be documented in the inspector's daily logs. Inspectors will regularly review traffic control equipment and oversee personnel as required by the project. Throughout any traffic control procedures, Z&K inspectors will ensure the traveling public's safety and prevent any unreasonable delay or safety violations by verifying those procedures are compliant with the Work Area Traffic Control Handbook (WATCH) Manual, and that ensure that all traffic control equipment is compliant with the Manual of Uniform Traffic Control Devices (MUTCD).
6. **Monitor and provide supporting documentation on the personnel and equipment used for any extra work/change orders performed by the contractor or supporting documentation for delays.** | Our proposed staff has extensive documentation and filing experience. Inspectors will keep descriptive daily diaries documenting all personnel and equipment used for any extra work and work performed under contract change orders and will provide supporting documentation for any delays. Our proposed staff members know that a complete record of the project must include all contract drawings, addenda, specifications, change orders, logs, submittals, and RFIs.
7. **Keep daily diaries (logs) and take pictures of the project as needed; prepare and issue correction notices to the contractor and follow up with the notices.** | Z&K inspectors will maintain daily diaries that will include logs of all activities, personnel, and equipment on the construction site each day, as well as annotated pictures of progress during construction. At the end of the project, Z&K will provide one complete set of construction digital photographs of all scope of work and critical items throughout the duration of the project. Z&K inspectors will document and issue correction notices to the contractor and follow-up with the notices until the appropriate correction is achieved.



8. Respond to public inquiries regarding construction activities, scheduling, and traffic impacts. | Z&K will assist the City in forming and maintaining good relations with residents and businesses in surrounding neighborhood by providing community outreach and a contact person to manage public relations for the duration of the project. All calls and public complaints will be documented and investigated, and a monthly report will be provided to the City. Z&K will manage and track public inquiries for the Contractor and for the City and will advise of any concerns and findings. Additionally, Z&K will develop a neighborhood affairs strategy for any property owners, businesses, and the general public that will be affected.



9. Field review and verify quantities submitted by the contractor on each invoice to make sure the quantities/work items re correct and completed/accepted prior to the issuance of payment to the contractor. | The Z&K Inspectors will perform field review and verification of quantities submitted by the contractor on each invoice. Z&K will regularly document monthly quantities and will prepare accurate records of the quantities of materials that are constructed. These will be uploaded to the Project's document management system and used to review the contractor's invoice at the end of each month. The Z&K staff bring a detailed understanding of the City processes for administering Contractor progress payments per the City's standards & procedures. We will work closely under the direction of the City and with the contractor to verify that the contractor's payments are processed, provide recommendations, and ensure they are executed promptly by the contract documents and City's procedures. Z&K will reconcile the work done with the pay requests.

10. Attend weekly or bi-weekly construction activity coordination/schedule update meetings. | Z&K will schedule, coordinate, and conduct weekly construction meetings at the work site with City representatives, contractors, and other agencies related to the project. At each weekly meeting, all ongoing issues will be reviewed and discussed. All project stakeholders will be invited to the weekly meeting. An agenda of meeting topics will be distributed in advance and include items such as safety, old business, updated progress of the work, request for information (RFIs), submittals, testing and inspection reports, non-conformance notices, contract issues, procedures, environmental monitoring, change orders (COs), look-ahead schedule for upcoming work, pay requests, and so forth. Unresolved issues will be carried over to the next week's meeting until a final resolution is obtained. Z&K will prepare and promptly distribute meeting minutes to all attendees.

11. Coordinate with other inspectors, soil technicians, construction manager, school official, other agencies representatives who are involved/affected by this project as necessary to move the construction forward. | Z&K will be responsible for coordinating and supervising the services of other consultants, including other inspectors, soil technicians, construction managers, geotechnical, NPDES, materials testing, deputy inspection, and special laboratory inspection. The Z&K Team will also provide ongoing coordination and public relations management with school officials, business owners, residents, public utilities, and other agencies and stakeholders to resolve any construction questions or conflicts, and to avoid any potential delays or additional costs to the project.

12. Perform other related tasks as required. | Z&K's proposed team has the experience and skills to perform any other related tasks as required by the City of Moreno Valley throughout the duration of this construction contract.

CONSTRUCTION MANAGEMENT

- 1. Review and get familiarized with project plans and specifications, including project schedule.** | Our proposed Senior Construction Manager has performed a site-visit and constructability review of the project site. Prior to the pre-construction meeting, Z&K's Senior Construction Manager will review and be familiarized with all project contract documents, plans, and specifications. Additionally, our Senior Construction Manager will be thoroughly familiar with the construction drawings, specifications, estimates, and related project documents prior to the start of each project.
- 2. Set up and conduct pre-construction meeting with the contractor, sub-contractors, and individuals involving in the project.** | At the start of the project, Z&K will schedule, coordinate, and conduct a pre-construction meeting with the City, affected agencies, and the Contractor, as well as the design engineer, utilities and other agencies. An agenda will be prepared in advance to notify attendees of key items for discussion. At the pre-construction conference, we will discuss special contract and/or concerns, and establish the protocol to be used throughout the project. The meeting will highlight the contractor's responsibility for items such as order of work, permit and environmental agreements, safety and access, progress pay requests, labor compliance, submittals, RFIs, CCOs, quality control, materials certification, schedule updates, and weekly meetings. Z&K will review the baseline schedule and verify that it meets all the required information prior to issuing the Notice to Proceed to the Contractor. Z&K will prepare and promptly distribute meeting minutes to all attendees.
- 3. Provide, manage, coordinate, and ensure timely completion/approvals in response to all Requests for Information (RFI), shop drawings, product data submittals and mix designs, Change Notices, Intend to File Change Notices, and Construction Change Orders (CCO), as well as review, price negotiations and issuance of the CCO to the contractor.** | As part of its Quality Assurance program, Z&K will coordinate and ensure prompt processing and an efficient turnaround time for contractor requests for interpretation (RFIs), shop drawings, product data submittals and mix designs, change notices, intend to file change notices, and construction change orders ensure that the project is kept on schedule. Quality assurance includes quality of the constructed work as well as the quality of the Contractor's document processes (such as RFIs, RFCs, shop drawing submittals, contract schedule adjustments, change orders, payment requests, etc.). The Z&K CM will take a proactive approach with the Contractor and the Design Engineer to ensure the quality of these processes is maintained. Z&K regularly performs internal audits of its field operations to ensure the proper implementation of procedures for Z&K's quality assurance program. Z&K will log, track, manage the distribution, and ensure timely review of all submittals and RFIs. The log will identify each submittal and resubmittal, the date received, when the submittal, is returned to the contractor, the action required, and other pertinent information. We will coordinate with the Design Engineer for their review of technical submittals and RFIs and any required design revisions. Z&K will coordinate the review of shop and working drawings submitted by the Contractor for compliance

4. **Prepare agenda and conduct weekly or bi-weekly construction progress reports/updates to the City Project manager.** | Z&K will schedule, coordinate, and conduct weekly or bi-weekly construction progress meetings with City representatives, contractors, and other agencies related to the project in order to provide updated information about the project. At each weekly meeting, all ongoing issues will be reviewed and discussed. All project stakeholders will be invited to the weekly meeting. An agenda of meeting topics will be distributed in advance and include items such as safety, updated progress, request for information (RFIs), submittals, testing and inspection reports, non-conformance notices, contract issues, procedures, environmental monitoring, change orders (COs), look-ahead schedule for upcoming work, pay requests, and so forth. Z&K will prepare and promptly distribute meeting minutes. Our Senior Construction Manager will prepare an agenda and provide weekly updates to the City Project Manager.



5. **Coordinate and schedule inspection and material testing, compaction testing and other activities. Ensure adequate inspection coverage for the project.** | Z&K inspectors will coordinate and closely monitor all geotechnical and material testing, compaction testing, and any specialty inspection required throughout the project. Z&K will ensure that proof of all specialty certifications and licenses are on file and that they are all valid and unexpired. Z&K will periodically review all specialty certifications and licenses to ensure that they remain valid throughout the duration of the project. Z&K Inspectors will work to ensure all required testing and specialty inspection is performed with the required frequencies and documented properly. Sampling and testing activities will be conducted in accordance with the contract documents and approved procedures. The Inspector will work with the Contractor to correct any failed tests and achieve compliance. Our team has the ability to effectively make decisions and coordinate with other professionals on field issues related to material testing and inspection

6. **Identify and report potential contractor claims and recommend resolution.** | Z&K's proposed team members have experience providing dispute resolution for issues that arise during any phases of project construction, whether they arise due to contract issues, scope changes, project schedule delays, incomplete or unsubstantiated claims, or workmanship issues. Z&K has experience scheduling and coordinating mediation sessions involving negotiations with the contractor or other agency and a third party. In the event that a construction contract includes a negotiation clause, Z&K will coordinate negotiation in order to reach dispute resolution.



7. **Prepare weekly statement of working days and send to the contractor. Maintain consistent communication with the contractor, the City, and all individuals involving this project.** | Each week, our Senior Construction Manager will create a "Weekly Statement of Calendar/Working Days" to be submitted to the contractor and filed in our documents until the end of the project. The Senior Construction Manager will continuously update the project's weekly statement of working days in a timely manner.

8. **Review contractor's invoices and qualities an approve for payments.** | The Z&K Inspectors will document monthly quantities and will prepare accurate records of the quantities of materials that are constructed. These will be uploaded to the Project's document management system and used to review the contractor's invoice at the end of each month. The Z&K staff bring a detailed understanding of the City's processes for administering Contractor progress payments per the City's standards & procedures. We

will work closely under the direction of the City and with the contractor to verify that the contractor's payments are processed, provide recommendations, and ensure they are executed promptly by the contract documents and City's procedures

9. **Provide regular monitoring of the construction progress. Check work or qualities completed verses project schedule and total contract. The Construction Manager shall identify variances between actual and budgeted/estimated costs and inform the City Project Manager whenever construct costs exceed budgets or estimates.** | The Team will review the Contractor's critical path method schedule to monitor the project progress, define the critical path tasks, and provide, on a monthly basis, an update of accomplishments and projected project schedule goals for the following month. We will check the schedule for activities with start dates that did not begin during the review period. This proactive approach flags potential delay issues for further discussion. The Z&K Inspectors will document monthly quantities and will prepare accurate records of the quantities of materials that are constructed. These will be uploaded to the Project's document management system and used to review the contractor's invoice at the end of each month. The Z&K staff bring a detailed understanding of the City's processes for administering Contractor progress payments. We will work closely under the direction of the City and with the contractor to verify that the contractor's payments are processed, provide recommendations, and ensure they are executed promptly by the contract documents and City's procedures. The pay requests will be submitted to the City with a statement that they have been reviewed.

10. **Maintain the records for all changes and modifications to the Plans and Contract Documents; Addenda(s), change order(s), product data applicable codes, contractor's reports, correspondences, certifies payrolls, and accident reports; Certifications, shop drawings, photographs, as-builts, and other project related documents.** | Our proposed staff has extensive documentation and filing experience. Our proposed staff members know that a complete record of the project must include a full set of all contract drawings, addenda, specifications, change orders, logs, submittals, and RFI's. Filing will include correspondence with all stake holders and permit agencies, reports (daily, weekly, monthly) showing all day-to-day operations, the contractor's workforce, and equipment. In addition to the materials on hand, materials testing reports and sampling, copies of all permits, SWPPP plan, all reports, updates, and all other contract documents will be documented. Our internal QA/QC process is simple and does not require additional time demands of the City. Our Senior Construction Manager or Inspectors will conduct independent reviews of the project records for their adherence to the required policies and procedures. Z&K will coordinate preparation of the as-built plans with the Design Engineer.



PROPOSED TEAM

Attachment: Agreement with Z&K Consultants Inc (5950 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J. NOBLE

PROPOSED TEAM

Z&K has carefully selected this "A-Team" and committed our most qualified staff for the duration of the contract to deliver successful projects. Our key team members have extensive experience in construction management and inspection services and have **completed over 45 Pavement Rehabilitation Projects within the last 5 years.**

STAFFING CHART	Construction Management	Construction Inspection	Pavement Rehabilitation	Pavement Preservation	Arterial and Collector Streets	Access Ramps with Repaving Limits	Localized Pavement Repairs	Application of Type 2 Slurry Seal	Asphalt Pavement Surfaces	Permanent Traffic Video Detectors	Traffic Striping and Signs	Project Mark Outs	Curbs, Gutters, and Sidewalks	ADA Requirements	Project Documentation	Change Order/Claims Resolution	Pre-Construction Phase	Construction Phase	Post-Construction Phase
	Nadeem Syed, PE, QSD/P, Senior Construction Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Thomas Dawson, CBO, ICC Cert. Senior Street Construction Inspector	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Noah Hernandez, Certified PW Inspector Senior Street Construction Inspector	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Brittany Duhn, PE, QSD/P Project Manager/Office Engineer	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

KEY PERSONNEL BIOS

Nadeem Syed, PE, QSD/QSP | Senior Construction Manager
 29+ Years of Experience Performing Construction Management & Inspection Services
 30+ Pavement Rehabilitation Projects



Mr. Syed has over **29 years** of experience in construction management, project management, construction inspection, civil engineering, and traffic engineering, with expertise in Capital Improvement Program (CIP) development and management *and has successfully delivered over 30 pavement rehabilitation projects.* He spent 20+ years in construction management, project management, and engineering and implementing various CIP projects for municipalities, including the cities of San Bernardino, El Monte, Rialto, Fontana, Corona, Diamond Bar, San Marcos, and Baldwin Park. These capital projects have included citywide pavement rehabilitation projects, street improvement, traffic signal, grade separations, interchanges, lift stations, sewer and water systems, park rehabilitation and municipal buildings.

He has excellent skills in understanding construction contracts, reviewing and controlling project cost and schedule, coordinating and assisting in negotiating change orders, providing project updates to the client, ensuring timely review of critical path method (CPM) schedule to track any changes in critical path and delays, maintaining project as-builts, monitoring project funding by reviewing contract item payments, material quantities, and change order payments, managing multiple subconsultants and supervising inspection staff.

Mr. Syed’s extensive list of certifications/licenses include:

EDUCATION

- » BS, Civil Engineering, California State University Long Beach, 1990
- » BA, Business, Punjab University, Pakistan

LICENSES & REGISTRATION

- » Registered Professional Civil Engineer, CA – No. 64381
- » OSHA 30 Hour
- » Defensive Driver Training
- » QSP/D Certified

Mr. Syed’s recent experience includes:

- » City of San Bernardino: Kendall Drive Slope Stabilization Rehabilitation Project
- » City of San Bernardino: Citywide Pavement Rehabilitation Project (SB1)
- » City of Montebello, Pavement Rehabilitation, Various Streets (CDBG Zone)
- » City of San Bernardino: State Street Extension Phase I Baseline to 16th Street Project
- » City of San Bernardino: 40th Street Widening from Johnson to Electric Avenue Project
- » City of San Bernardino: “H” Street Widening from Kendall to 40th Street Project
- » City of San Bernardino: ATP Cycle 2 – Safe Routes to Schools Project at Three (3) Locations Project
- » City of Montebello, 10th Street Improvements Project - Project Manager

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Thomas Dawson, CBO, ICC Certified | Senior Street Construction Inspector
25+ Years of Experience performing Construction Management and Inspection Services
28+ Pavement Rehabilitation Projects



Mr. Dawson has over 25 years of experience in construction management, construction inspection, contracting, quality control, and management of large-scale public works capital improvement projects, street rehabilitation projects, slurry seal projects, and heavy civil projects. He has extensive experience providing inspection for street improvement projects.

Mr. Dawson is experienced in reviewing RFI's, submittals, and contract change orders. He is experienced in preparing and maintaining project files, processing progress payments, and maintaining various logs, including submittals, RFI's, and correspondence. He provides quality control and code compliance inspection services with observation reports for owners, engineers, and local jurisdictions. He will bring his expertise, lessons learned, and specified knowledge to this important project.

Mr. Dawson's extensive list of certifications/licenses include:

- » International Code Counsel Certifications
- » Fire Inspector 1
- » Building Plan Examiner
- » California Commercial Electrical
- » California Combination Inspector
- » Combination Inspect/Legacy
- » California Commercial Plumbing Inspector
- » California Commercial Mechanical Inspector
- » California Residential Mechanical Inspector
- » California Residential Electrical Inspector
- » California Residential Plumbing Inspector
- » Certified Building Official
- » CLB License Number 674861
- » OSHA 30 Hour Training

Noah Hernandez, Certified PW Inspector | Senior Construction Inspector
25+ Years of Experience performing Construction Management and Inspection Services
26+ Pavement Rehabilitation Projects



Mr. Hernandez is a certified public works inspector with more than 25 years of construction management and inspection experience. Mr. Hernandez's public works inspection responsibilities include the ability to review improvement plans, inspect public improvements construction, negotiate and administer contracts, and prepare and maintain a variety of reports.

He has extensive experience providing inspection for street improvement projects. His project experience includes large scale public works and capital improvement projects, including street improvements, slurry seal, pavement rehabilitation, intersection improvements, sewer and storm drain improvements, facilities, traffic signal improvements, curbs, gutters, sidewalks, bridge projects, and access ramps. He has detailed knowledge of various construction manuals, materials inspection & certification procedure and documentation, field measurement verification, review of submittals & RFI's, and coordination with various testing labs.

Mr. Hernandez's extensive list of certifications/licenses include:

- » Public Works Construction Inspection – Santiago Canyon College
- » Water Distribution System Operation and Maintenance, Cal State University, Sacramento
- » Liberal Arts, Fullerton College
- » Construction Inspection of Traffic Signals – University of California Institute of Transportation Studies
- » Quality of Hot Mix Asphalt Pavement Construction Certification – Asphalt Institute
- » Underground Safety Certification – City of Fullerton

Brittany Duhn, PE, QSD/P | Office Engineer / Document Control
10+ Years of Experience performing Construction Management and Inspection Services
15+ Pavement Rehabilitation Projects



Ms. Duhn has extensive experience in project management, office engineering, contract administration, document control, labor compliance oversight, and construction management, and has successfully delivered over 15 pavement rehabilitation projects, involving street improvements, intersection improvements, ADA ramp improvements, bike lanes and bike trails, conduit installation, traffic signal improvements, asphalt overlay, construction staging, traffic control, clearing and grubbing, SWPPP preparation, coldmill and overlay, manholes and utility covers, loop detectors, PCC sidewalk, speed humps, and pedestrian crossings. These are great testaments of Ms. Duhn' managerial and oversight project experience.

This "A-Team" has worked together in this same capacity on multiple pavement rehabilitation projects. In addition to their extensive project specific experience, this team has great synergy and works very well together as well as with City Staff. All above key members are local to the area and are excited about the opportunity to improve their community. Our strategic and efficient staffing approach also results in significant cost savings to the City of Moreno Valley. We are confident that our proposed "A-Team" will provide outstanding customer service and cost savings for the City.

RESOURCE ALLOCATION MATRIX

RESOURCE ALLOCATION MATRIX			
Task/ Classification & Hours (Resource Allocations based on 150 Working Days)	Senior Construction Manager	Senior Street Construction Inspectors	Project Manager Office Engineer
Street Construction Inspection			
1.Review and get familiarized with plans, specifications, construction site and the proposed streets prior to the pre-construction meeting.	-	40	-
2.Review and mark out removal limits with contractor prior to saw-cutting and removals and grinding processes.	-		-
3.Inspect the reconstruction curbs, gutters, ramps, and sidewalks for compliance with plans, specifications, and ADA requirements.	-	1,000	-
4.Continuously observe and inspect contractor's work processes include pavement surface preparation, crack sealing, pavement removal and repaving, application of slurry seal, HMA/ARHM placement operations, striping cat tracking and installation, and signage installation.	-		-
5.Continuously monitor the traffic control and safety measures and request for corrections as needed.	-		-
6.Monitor and provide supporting documentation on the personnel and equipment used for any extra work/change orders performed by the contractor or supporting documentation for delays.	-		-
7.Keep daily diaries (logs) and take pictures of the project as needed; prepare and issue correction notices to the contractor and follow up with the notices.	-		-
8.Respond to public inquiries regarding construction activities, scheduling, and traffic impacts.	-		-
9.Field review and verify quantities submitted by the contractor on each invoice to make sure the quantities/work items are correct and completed/accepted prior to the issuance of payment to the contractor.	-	100	-
10.Attend weekly or bi-weekly construction activity coordination/schedule update meetings.	-	30	-
11.Coordinate with other inspectors, soil technicians, construction manager, school official, other agencies representatives who are involved/affected by this project as necessary to move the construction forward.	-	30	-
12.Perform other related tasks as required.	-	As Needed	-
Construction Management			
1. Review and get familiarized with project plans and specifications, including project schedule.	30	-	10
2.Set-up and conduct pre-construction meeting with the contractor, sub-contractors, and individuals involving in the project.		-	
3.Provide, manage, coordinate, and ensure timely completion/approvals in response to all RFIs, shop drawings, product data submittals and mix designs, Change Notices, Intend to File Change Notices, and CCOs, as well as review, price negotiations and issuance of the CCO to the contractor.	60	-	30
4.Prepare agenda and conduct weekly or bi-weekly construction progress meetings to keep track of contractor work progress. Provide weekly written progress reports/updates to the City Project Manager.	60	-	30
5.Coordinate and schedule inspection and material testing, compaction testing and other activities. Ensure adequate inspection coverage for the project.	30	-	30
6.Identify and report potential contractor claims and recommend resolution.	30	-	30
7.Prepare weekly statement of working days and send to the contractor. Maintain consistent communication with the contractor, the City, and all individuals involving this project.	60	-	30
8. Review contractor's invoices and quantities and approve for payments.	40	-	20
9.Provide regular monitoring of the construction progresses. Check work or quantities completed versus project schedule and total contract. The Construction Manager shall identify variances between actual and budgeted/estimated costs and inform the City Project Manager whenever construct costs exceed budgets or estimates.	158	-	30
10.Maintain the records of the followings, but not be limited to: a. All changes and modifications to the Plans and Contract Documents. Note: The Consultant Construction Manager does not have authority to make changes or modifications to the Plans and Specifications, except as authorized by the Design Consultant and the City; b. Addenda(s), change order(s), product data and material submittals, and samples; c. Progress payments, inventories, and applicable codes, contractor's reports, correspondences, certified payrolls, and accident reports; and d. Certifications, shop drawings, photographs, as-builts, and other project related documents.	60	-	30
TOTAL	528 Hours	1,200 Hours	240 Hou
STAFF RESOURCE ALLOCATION	45%	100%	20%

Attachment: Agreement with Z&K Consultants Inc (5950 : AUTHORIZATION TO AWARD A

ORGANIZATIONAL CHART

Z&K has carefully selected this "A-Team" and has committed our most qualified staff for the duration of the contract. **Our proposed team members have extensive experience in similar City projects.** Our staff will deploy efforts as the project schedule and construction activities dictate. We will reallocate manhours, when possible, for cost savings to the City. By using highly qualified multi-disciplined inspectors, we can provide a cost of service well under industry standard.

The Z&K proposed Senior Street Construction Inspectors have each successfully delivered a minimum of 20 Pavement Rehabilitation Projects. We have strategically provided highly experienced personnel that are qualified to perform construction management and inspection services for the City.

Our staff will deploy efforts as the project schedule and construction activities dictate. We will reallocate manhours, when possible, for cost savings to the City. By using a highly qualified, multi-disciplined inspector well versed in construction management, **we are able to provide a cost of service well under industry standard.**



PROFESSIONAL AND QUALIFIED TEAM

The key to a successful project is a highly qualified and well-managed team. We offer the City a cohesive, talented team of licensed and certified professionals. Our Professionals are recognized as leaders in the industry and will act as a seamless extension of City Staff.

Our Construction Management and Inspection professionals keep these key objectives in mind:

- Quality services and project deliverables
- Time and budget efficiency
- Adherence to quality and assurance standards
- Constant communication
- Application of technical and practical expertise

Z&K Consultants commits that all assigned personnel will not be removed or replaced without prior written City approval. Key personnel will be available to the extent proposed for the duration of the contract. Our proposed and fully committed team is fully capable and exceptionally qualified. They have held many leadership and supervisory management positions in many local agencies including the private and public sectors. All can multi-task, are multi-disciplined, and have a full understanding of all aspects of the proposed project requirements. They deliver their knowledge and expertise with tact and seamless integration with staff and outside agencies.

Nadeem Syed, PE, QSD/P

Senior Construction Manager



EDUCATION

- » BS, Civil Engineering, California State University Long Beach, 1990
- » BA, Business, Punjab University, Pakistan

LICENSES & REGISTRATION

- » Registered Professional Civil Engineer, CA – No. 64381
- » OSHA 30 Hour
- » Defensive Driver Training
- » QSP/D Certified

Relevant Key Highlights:

- Construction Management
- Construction Inspection
- Project Management
- Contract Administration
- Value Engineering
- Cost Estimate Review
- Materials Testing & Sampling Coordination
- Constructability Review
- Labor Compliance Oversight
- Public Relations Management
- Quality Assurance/Quality Control
- Agency Coordination
- Street Improvements
- Slurry Seal
- Pavement Rehabilitation
- Intersection Improvement
- Building Improvements
- Public Facilities Projects
- Sewer Projects
- Storm Drainage Projects
- Encroachment Permits
- Request for Information Review
- Submittal Review
- Change Order Review
- Safety Compliance
- Traffic Signal Improvements
- Curb, Gutter, & Sidewalk Bridge Projects
- Park Improvement Projects
- Electrical Improvements
- Lighting Improvements
- Landscaping Improvements
- Underground Utilities
- Traffic Control
- SWPPP Compliance

Mr. Syed has over **29 years** of experience in construction management, project management, construction inspection, civil engineering, and traffic engineering, with expertise in Capital Improvement Program (CIP) development and management *and has successfully delivered over 30 pavement rehabilitation projects*. He spent 20+ years in construction management, project management, and engineering and implementing various CIP projects for municipalities, including the cities of San Bernardino, El Monte, Rialto, Fontana, Corona, Diamond Bar, San Marcos, and Baldwin Park. These capital projects have included citywide pavement rehabilitation projects, street improvement, traffic signal, grade separations, interchanges, lift stations, sewer and water systems, park rehabilitation and municipal buildings.

Relevant Project Experience

City of San Bernardino: Kendall Drive Slope Stabilization Rehabilitation Project | Senior Construction Manager: Kendall Drive Slope in the vicinity of 670 Kendall Drive is not stable, failing and is a safety hazard. Soil investigation is being conducted to have a slope stabilization plan which will be implemented to eliminate unsafe condition in the area. Services include the managing the design to slope stabilization along Kendall Dr with wire mesh and installation of soldier pile slough wall to keep debris falling on to the roadway.

City of San Bernardino: Citywide Pavement Rehabilitation Project (SB1) | Senior Construction Manager: This project consists of citywide pavement rehabilitation. Accessibility improvement will be installed or upgraded as part of the project. The project is funded through SB1 funding. There is the rehabilitation of 15 streets which include reconstruction of AC, overlay, sidewalk, curb, gutters, and access ramps.

City of Montebello, Pavement Rehabilitation, Various Streets (CDBG Zone) - Project Manager | Senior Construction Manager: The City completes pavement rehabilitation projects along residential, commercial, and alley corridors. The general improvements for pavement rehabilitation projects include cold mill and AC overlay, removing and replacing concrete sidewalks, curb and gutters, upgrading and constructing new access ramps, adjusting manholes to grades, and installing striping and pavement messages. The project consisted of design, project management, bidding, award of contract, construction management and inspection as well as federal fund administration and labor compliance of various streets pavement repairing and skin patching.

City of San Bernardino: State Street Extension Phase I Baseline to 16th Street Project | Senior Construction Manager: This is Phase 1 of 4 phases. This phase consists of extending State Street as a four (4) lane highway from 16th Street to Baseline Street. The one (1) mile extension of State Street requires design, utility relocations, CEQA/NEPA clearance, and 408 permit from ACOE.

City of San Bernardino: 40th Street Widening from Johnson to Electric Avenue Project | Senior Construction Manager: This project includes the widening of 40th Street from two (2) to four (4) lanes from Johnson to Electric Avenue including upgrade of the existing traffic signal at Electric Avenue. This includes finalizing the street and sewer design, right of way acquisition, and undergrounding of the overhead lines under Rule 20-A.

City of San Bernardino: "H" Street Widening from Kendall to 40th Street Project | Senior Construction Manager: This project involves widening and improving "H" Street between Kendall and 40th Street. Services include finalizing the street design and acquiring right of way from 12 properties, including a restaurant.

ATP Cycle 2 – Safe Routes to Schools Project at Three (3) Locations Project | Senior Construction Manager: This project is to widen and improve streets at three locations to provide safe routes to school for students. The locations to be improved are 48th Street between Western Avenue and Magnolia Avenue, Magnolia Avenue between 48th Street and Reservoir Drive, Randall Avenue between Pepper Avenue and Meridian Avenue, Meridian Avenue between Randall Avenue and Los Robles Street, Pepper Avenue between Randall Avenue and Los Robles Street and Perris Hill Park Road between Gilbert Street and Pacific Street. This project consists of street widening, sidewalks, curb and gutter, and access ramps.

City of Montebello, 10th Street Improvements Project - Project Manager | Senior Construction Manager: The Project consisted of pavement rehabilitation, removal and reconstruction of existing concrete sidewalks, curb and gutters, driveway approaches, curb ramps, cold milling existing AC pavement, adjustment of sewer manholes frames and covers, raising water valve covers to finished grade, installation of detectable warning surface on existing curb ramps, and installation of pavement markings and curb painting. This project consisted of design, project management, bidding, award of contract, construction management and inspection of the 10th Street Improvements from Whittier Boulevard to Cleveland Avenue.

Thomas Dawson, CBO, ICC Certified



Senior Street Construction Inspector



LICENSES & REGISTRATION

- » International Code Counsel Certifications
- » Building Plan Examiner
- » California Commercial
- » Combination Inspect/Legacy
- » California Commercial Plumbing Inspector
- » California Commercial Mechanical Inspector
- » California Residential Mechanical Inspector
- » California Residential Electrical Inspector
- » California Residential Plumbing Inspector
- » Certified Building Official
- » CLB License No. 674861
- » OSHA 30 Hr.

Relevant Key Highlights:

- Construction Inspection
- Construction Management
- Staff Augmentation
- Project Management
- Contract Administration
- Constructability Reviews
- Value Engineering
- Labor Compliance Overview
- Change Order Review
- Submittal Review
- Request for Information Review
- SWPPP/NPDES Compliance
- Materials Testing Coordination
- Utility Coordination
- Agency Coordination
- CAL-OSHA Safety Compliance
- Quality Control/Quality Assurance
- Capital Improvement Projects
- Federally Funded Projects
- Street Improvement Projects
- Storm Drain Projects
- Traffic Signal Construction
- Street Light Construction
- Bridge Construction
- Traffic Signs
- Pavement Markings
- Maintenance Projects
- Underground Utilities
- Minor Concrete Improvements
- Intersection Improvements
- Water & Wastewater Projects
- Park Improvement Projects
- Building Projects
- Public Facilities Projects

Mr. Dawson has over 25 years of experience in public works inspection, construction management, contracting, quality control, and management of large-scale capital improvement projects, *and has successfully delivered over 28 pavement rehabilitation projects*, involving street improvements, intersection improvements, ADA ramp improvements, bike lanes and bike trails, conduit installation, traffic signal improvements, asphalt overlay, construction staging, traffic control, clearing and grubbing, SWPPP preparation, manholes and utility covers, loop detectors, PCC sidewalk, speed humps, and pedestrian crossings. Mr. Dawson's expertise extends to his familiarity with Caltrans, Federal Department of Labor and State of California Division of Labor Standards Enforcement, and equal employment opportunity compliance monitoring. Mr. Dawson is experienced in performing quality control and code compliance inspection services with

observation reports for owners, engineers, and local jurisdictions.

Relevant Project Experience

City of Compton: Annual Residential Rehabilitation Project (Phases 1 & 2A), Compton, CA | Senior Construction Inspector: Scope of work consisted of construction of cold mill, ARHM pavement, AC base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approach, curb ramps, signing, striping, markings, and pavement legends, speed hump, traffic signal loop, adjust to grade existing sewer manhole, water valve, water meter, and storm drain manhole. Mr. Dawson's responsibilities included construction inspection, reviewing traffic control plans, issues management, cost control, labor compliance, dispute resolution, quality control/inspection, public relations, and ensuring site safety.

City of San Marino: Street Rehabilitation Program, San Marino, CA | Senior Construction Inspector: Improvements include cold-milling asphalt concrete pavement and re-paving with HMA and ARHM, clearing and grubbing, localized pavement repairs, replacing impacted traffic striping, markings, pavement legends, loop detectors, curb painting, replacing damaged curb and gutter, curb ramps, cross gutters, sidewalks, driveways and driveway approaches, inspection and replacement of sewer manholes, coordinating with local utilities, preparation and implementation of SWPPP and BMPs, and providing temporary traffic control in conformance with the contract documents and applicable permits. Mr. Dawson's responsibilities included construction inspection, reviewing traffic control plans, issues management, cost control, labor compliance, dispute resolution, quality control/inspection, public relations, and ensuring site safety.

City of Lake Forest: Slurry Seal of Zone F, Lake Forest, CA | Construction Manager/Senior Construction Inspector: This street improvement program involves resurfacing of Glenn Ranch Road from Portola to El Toro, as well as pre-construction inspection services for the slurry seal of Zone F and arterial slurry seal of Jeronimo and Muirlands from Los Alisos to Bake. This program required ARHM overlay, adjustments to storm drain manhole frame and sewer manhole, gas valve lid and can, water valve lid and can, cold milling, signing and striping, installation of markers, installation of traffic loop detectors, and other street improvements. Mr. Dawson provided performed the preconstruction services for these projects including evaluation of the grind and overlay and/or dig-out areas for an upcoming pavement rehabilitation project.

City of Costa Mesa | Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project, Costa Mesa, CA | Construction Manager/Senior Construction Inspector: Citywide street improvement program in the City of Costa Mesa, which involves slurry seal, street improvements, intersection improvements, ADA ramp improvements, conduit installation, traffic signal improvements, mobilization, curb and gutters, sidewalks, driveway approaches, spandrels, cross gutters, adjustment of manholes and utility covers to grade, procurement and application of slurry seal Type II, crack sealing, traffic signing, striping and markings, installation of traffic markers and speed humps, and implementation of traffic control. Mr. Dawson performed evaluation and mark outs for all dig outs and concrete that required repairs for the entire project.

Noah Hernandez, Certified PW Inspector



Senior Street Construction Inspector



EDUCATION & CERTIFICATIONS

- » Public Works Construction Inspection – Santiago Canyon College
- » Water Distribution System Operation and Maintenance, Cal State University, Sacramento
- » Liberal Arts, Fullerton College
- » Construction Inspection of Traffic Signals – University of California Institute of Transportation Studies
- » Quality of Hot Mix Asphalt Pavement Construction Certification – Asphalt Institute
- » Underground Safety Certification – City of Fullerton

Relevant Key Highlights:

- Construction Management
- Construction Inspection
- Project Management
- Contract Administration
- Value Engineering
- Cost Estimate Review
- Materials Testing & Sampling Coordination
- Constructability Review
- Labor Compliance Oversight
- Public Relations Management
- Quality Assurance/Quality Control
- Agency Coordination
- Encroachment Permits
- Request for Information Review
- Submittal Review
- Change Order Review
- Safety Compliance
- Street Improvements
- Slurry Seal
- Pavement Rehabilitation
- Intersection Improvement
- Building Improvements
- Public Facilities Projects
- Sewer Projects
- Storm Drainage Projects
- Traffic Signal Improvements
- Curb, Gutter, & Sidewalk
- Bridge Projects
- Park Improvement Projects
- Electrical Improvements
- Lighting Improvements
- Landscaping Improvements
- Underground Utilities
- Traffic Control
- SWPPP Compliance

Mr. Hernandez is a certified public works inspector with more than 25 years of construction management and inspection experience. He has extensive experience in construction inspection and management, specialty inspection, contracting, project management, and providing quality control and quality assurance of numerous capital improvement projects and federally funded projects, *and has successfully delivered over 26 pavement rehabilitation projects*, involving citywide pavement rehabilitation projects, street

improvement, bridge construction, storm drains, traffic signals, traffic signs, streetlights, pavement markings, construction projects, and maintenance projects. Mr. Hernandez's public works inspection responsibilities include the ability to review improvement plans, inspect public improvements construction, negotiate and administer contracts, and prepare and maintain a variety of reports. His project experience includes large scale public works and capital improvement projects, including street improvements, slurry seal, pavement rehabilitation, intersection improvements, sewer and storm drain improvements, facilities, traffic signal improvements, curbs, gutters, sidewalks, bridge projects, and access ramps. He has detailed knowledge of various construction manuals, materials inspection & certification procedure and documentation, field measurement verification, review of submittals & RFI's, and coordination with labs.

Relevant Project Experience

City of Torrance: Residential and Arterial Pavement Improvement, I-159/I-139, Torrance, CA | Senior Construction Inspector: Improvements include application of slurry seal, cold mill and overlay localized pavement repairs, tree removals/replacements, asphalt berm replacement, repairs to curb, gutter, sidewalk, driveways, and access ramps. Mr. Hernandez performs daily duties of construction quality assurance inspection, including oversight of excavation, compaction, subgrade inspection, backfill, paving, and inspection of structures, electrical, welding, drainage, and underground utilities. Mr. Hernandez coordinated materials testing, attends meetings with City representatives, contractors, and other agencies, prepares constructability reviews, and ensures compliance with project plans.

City of Irvine: Annual Street Rehabilitation and Slurry Seal Project, Irvine, CA | Senior Construction Inspector: Inspection included asphalt pavement cold-milling, pavement fabric installation, asphalt concrete pavement overlays, slurry seal application, removal and replacement of concrete improvements such as sidewalks, ramps, driveways, curbs and gutters. Mr. Hernandez inspected tasks such as adjustment of a survey monument, water valve installation, sewer cleanout, and installation of signing, striping and pavement markings. He oversaw document management of shop drawings, RFIs, change orders, progress payments, meeting minutes, etc. Mr. Hernandez prepared a final punch-list, verified completion of final items, and assisted in project closeout.

City of San Bernardino: Street Rehabilitation Program (30+ Major Streets), San Bernardino, CA | Construction Manager/Senior Construction Inspector: This long-term, on-call contract involves concrete improvements and pavement improvements of over 30 major streets in the City of San Bernardino. The contract also includes the rehabilitation and resurfacing of various streets and intersections. Scope of work includes full depth removal and replacement of asphalt concrete, intersection improvements, ADA ramp improvements, bike lanes, conduit installation, traffic signal improvements cold milling and overlay of existing asphalt concrete, mobilization, traffic control, staging for major streets and intersections, removal of traffic striping, installation of traffic striping and pavement markers, installation of loop detectors and bicycle loop detectors, construction of cross walks, removal and replacement of sidewalk, driveways, PCC curb and gutter, cross gutters, spandrels, curb ramps along both residential and commercial streets, manhole and utility vault adjustments, and preparation of SWPPP and erosion control plans.

City of Fullerton: Longview Drive Street Improvements and Water/Sewer Main Replacement Fullerton, CA | Senior Construction Inspector: Inspection of water, sewer and street rehabilitation project. The project included replacing 2500 linear feet of 8-inch DIP water main and appurtenances, 2500 linear feet of 8-inch VCP, PVC SDR 26 sewer main, new manholes and storm drains, removing and replacing existing sewer and video inspection and abandoning existing water mains and valves. Street and drainage improvement work included cold planning, excavation, asphalt concrete, aggregate base, curb and gutter, access ramps.



Attachment: Agreement with Z&K Consultants Inc (5950 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J. NOBLE

PROJECT EXPERIENCE

PROJECT EXPERIENCE

Our Projects include the following similarities to the City of Moreno Valley's upcoming Pavement Rehabilitation Projects:

- | | | |
|------------------------------------|---------------------------------|---|
| ✓ Citywide Pavement Rehabilitation | ✓ Public Works Projects | ✓ Construction Management |
| ✓ Street Improvement | ✓ Development Projects | ✓ Construction Inspection |
| ✓ Street Resurfacing & Slurry Seal | ✓ Building Improvement Projects | ✓ Project Management |
| ✓ Pavement Rehabilitation | ✓ Public Facilities Projects | ✓ Cost Estimate Review |
| ✓ Sewer Projects & Storm Drains | ✓ Park Improvement Projects | ✓ Materials Testing & Sampling Coordination |
| ✓ Traffic Signal Improvements | ✓ Intersection Improvements | ✓ Labor Compliance Oversight |
| ✓ Curb, Gutters, Sidewalks | ✓ Electrical Improvements | ✓ Public Relations Management |
| ✓ Grind & Overlay | ✓ Lighting Improvements | ✓ SWPPP Inspection |
| | ✓ Landscaping Improvements | |

The Z&K Team has successfully performed Construction Management, Construction Inspection, and Materials Testing Coordination for numerous public agencies. The following projects have been completed on time and within budget. The Z&K Team has completed over 45 Pavement Rehabilitation Projects and over 10 Citywide Pavement Rehabilitation Projects within the last 5 years. Z&K proposed senior construction manager and senior street construction inspectors have each successfully delivered a minimum of 20 pavement rehabilitation projects.

PAVEMENT REHABILITATION PROJECT EXPERIENCE

CITY OF SAN BERNARDINO | CITYWIDE STREET REHABILITATION PROGRAM (30+ MAJOR CITY STREETS)

Z&K Consultants, Inc. is providing **Construction Management and Inspection Services** for this long-term, on-call contract with the City of San Bernardino, which includes street resurfacing and pavement rehabilitation for **over 30 major streets** and multiple major street intersections in the City. Z&K personnel performs constructability reviews of the project plans and specifications prior to the bid release, and full-service construction management and construction inspection for pre-construction, construction, and project closeout of all major City streets. The projects include roadway and pavement rehabilitation, concrete improvements, cross gutters, curb and gutters, curb ramps, ADA improvements, storm drain and pipeline relocation, traffic signal improvements, traffic control, full depth removal and replacement of asphalt concrete, cold milling and AC overlay of existing asphalt concrete, slurry seal application PCC sidewalk, replacement of existing PCC driveways, driveway approaches, curb ramps, retaining curbs, 3' high retaining wall, parkway culverts, cross gutters, asphalt-concrete pavement, removal and replacement of trees, clearing and grubbing, installation and configuration of multiple traffic loop detectors and bicycle traffic loop detectors, installation of city project signs, preservation of existing city survey monuments, adjusting manhole and utility covers to grade, reconfiguration and installation of street lighting, and installation of pavement markings and striping on concrete and asphalt. Related work includes mobilization, traffic control, assisting in preparation of SWPPP and erosion control plans, construction surveying, local utility coordination, and geotechnical and materials testing coordination. Z&K personnel coordinated the distribution of public notifications to several schools, churches, and residential homes affected by this City-wide Street rehabilitation project. Throughout the project, Z&K inspectors provided construction inspection services, specialty inspection of concrete work, coordinated geotechnical and materials testing, and performed contract administration and document management. **Contact Person: Alex Qishta, City Engineer | 909.384.5019**

Z&K has successfully delivered over 45 pavement rehabilitation projects serving in a similar capacity over the past 5 years.

CITY OF CHINO | CITYWIDE PAVEMENT REHABILITATION AND SLURRY SEAL PROGRAM (VARIOUS LOCATIONS CITYWIDE)

Z&K Consultants Inc. is providing Construction Management, Project Management, and Inspection oversight services for this Project which includes street rehabilitation and slurry seal of various streets, including, Pipeline Ave from City Limits to City Limits, Chino Ave from City Limits to City Limits and Schaefer Ave from City Limits to City Limits. Scope of work includes pavement improvements, street resurfacing, crack sealing, slurry seal, localized dig-outs, striping removal/install, and traffic loop detectors. Z&K provided preparation of submittal packages, scheduling, mark outs, meetings, cost control, reviewing RFIs, preparing change order proposals, permits, progress billings, subcontractor coordination, as-built drawings, and final walkthrough/closeout. **Contact Person: Maria Fraser, CIP Engineering Manager | 909.334.3310**

CITY OF TORRANCE: CITYWIDE RESIDENTIAL & ARTERIAL PAVEMENT IMPROVEMENT (PHASE 1 & 2, TWO SEPARATE PROJECTS)

Z&K Consultants, Inc. is providing Construction Management and Construction Inspection services for this project, which consists of pavement improvements to a residential neighborhood and four arterial streets. Improvements include clearing and grubbing, application of slurry seal, cold mill and AC overlay, removal and disposal of existing pavement, localized pavement repairs, as well as tree removals and replacements, asphalt berm replacement, AC base course, concrete repairs to PCC curb, gutter, PCC sidewalk, PCC driveways and driveway approaches, access and ramps, replacing pavement markings and striping on concrete and asphalt, and installation of raised pavement markers and city project signs. Other relevant features included mobilization, preparation of NPDES and erosion control plans, adjustment of manhole and utility covers to grade, installation of specialty loop detectors and bicycle loop detectors, reconfiguration of new sewer piping, traffic control, local utility coordination, geotechnical and materials testing coordination, hardscape, landscape, and irrigation. **Contact Person: Cesar Aguilar, Project Manager | 310.618.3061 | 3031 Torrance Blvd, Torrance, CA 90503**

CITY OF COSTA MESA | CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION, AND SLURRY SEAL PROJECT

Z&K Consultants, Inc. is providing Construction Management, Project Management, and Construction Inspection Services for this citywide street improvement program in the City of Costa Mesa. This project includes street improvements, intersection improvements, ADA ramp improvements, conduit installation, traffic signal improvements, mobilization, curb and gutters, sidewalks, driveway approaches, spandrels, cross gutters, adjustment of manholes and utility covers to grade, procurement and application of slurry seal Type II, crack sealing, traffic signing, striping and markings, installation of traffic markers and speed humps, and implementation of traffic control. Z&K's responsibilities included attending and coordinating preconstruction conferences and progress meetings, providing

contract administration for proper enforcement of the contract plans and specifications, making as-built revisions, coordinating efforts between the City and the contractor, reviewing and tracking RFIs and RFCs, reviewing progress payment requests and making recommendations, providing coordination with other agencies, submitting permit and grant applications, coordinating schedules with designers, surveyors, and materials testing laboratories, ensured compliance with traffic control plans, SWPPP preparation. Z&K inspectors provided daily field observation during construction monitoring of the work, maintained accurate records of the project schedule and any accidents or claims related to construction, coordinated contractor requests for interpretation of the plans and specifications, conducted labor compliance interviews, reviewed and monitored all traffic control and public safety plans for compliance with all safety laws and regulations, enforced water quality best management practices and SWPPP compliance, and evaluated work in progress and gave weekly status reports to the City. **Contact Person: Cristina Oquendo, Project Manager | 714.754.5015**

**CITY OF COMPTON | ANNUAL CITYWIDE RESIDENTIAL STREET REHABILITATION PROJECT, PHASE 1 & PHASE 2A
(TWO SEPARATE PROJECTS)**

Z&K Consultants, Inc. is providing Construction Management, Inspection, and Labor Compliance services for this Project. The scope of work consists of roadway and pavement rehabilitation, concrete improvements, asphalt overlay, construction staging, heavily travelled intersections, traffic control, clearing and grubbing, SWPPP preparation, cold mill and overlay, PCC sidewalk, manholes and utility covers, speed humps, pedestrian crossings, ADA improvements, slurry seal application, HMA pavement, ARHM overlay, AC base course, aggregate base, full depth AC slot pavement, alley intersection, driveway and driveway approach, landscaping, irrigation, adjusting manhole and utility covers to grade, water valve, water meter, street lighting, installation of loop detectors and bicycle loop detectors, traffic signal modification, adjustment of streetlight and traffic signal pull boxes to grade. Z&K inspectors perform inspections on mobilization, construction staging coordination in heavily traveled intersections, traffic control, SWPPP and erosion control. Services also include full-service construction management, pre-construction, establishing a management information system, reviewing traffic control plans, meetings, issues management, scheduling, cost control, labor compliance, reviewing RFIs and Submittals, change orders, dispute resolution, quality control/inspection, material testing services, public relations, permits/environmental compliance, progress payments, monthly staff reports, site safety, as-builts drawings, final walkthrough, and project completion reports. **Contact Person: John Strickland, Project Manager | 310.605.5505**



CITY OF LAKE FOREST | STREET RESURFACING OF GLENN RANCH ROAD FROM PORTOLA TO EL TORO AND SLURRY SEAL ZONE F AND ARTERIAL SLURRY SEAL JERONIMO AND MUIRLANDS FROM LOS ALISOS TO BAKE (3 SEPARATE PROJECTS)

The Z&K Team is providing Construction Management, Construction Inspection, Pre-Construction Inspection, and Contract Administration Services for these projects, which involves the street resurfacing of Glenn Ranch Road from Portola Parkway to El Toro Road, as well as the slurry seal of and arterial slurry seal of Jeronimo and Muirlands from Los Alisos to Bake. Relevant project features include street resurfacing and rehabilitation, application of slurry seal, grinding and overlay, cold milling, concrete improvements, ARHM pavement, AC base course, aggregate base, signing, striping, markings and pavement legends, removal and replacement of PCC curb ramps, removal and replacement of PCC sidewalk, bike lane traffic loops, Type E traffic loops, dig-outs, sewer and storm drain manhole adjustments, and water valves adjustments. The Z&K team is performing construction inspection and management services, review of traffic control plans, SWPPP review and implementation, coordination of geotechnical and material testing, attending and coordination construction progress meetings, submittal and request for information review, verification of project pay item quantities, invoice review, preparing daily inspection reports, change order review, developing punch lists for the contractor, ensuring quality control and quality assurance, and assisting in public relations management. **Contact Person: Doug Erdman, Assistant City Engineer | 949.282.5233**

CITY OF SAN MARINO | STREET REHABILITATION PROGRAM PHASE 1 & PHASE 2 (TWO SEPARATE PROJECTS)

Z&K Consultants, Inc. provided Construction Inspection Services for this program, which consisted of citywide roadway pavement rehabilitation. The program's improvements included construction of roadway and pavement rehabilitation, concrete improvements, cross gutters, curb and gutters, curb ramps, ADA improvements, cold-milling asphalt concrete pavement and re-paving with hot mix asphalt (HMA) and asphalt rubber hot mix (ARHM), clearing and grubbing, , localized pavement repairs, replacing impacted traffic striping, markings, pavement legends, loop detectors, curb painting, driveways and driveway approaches, installing speed humps, adjusting utility frames and grates, inspection and replacement of sewer manholes, water valves, water meters, and storm drain manholes, preparation and implementation of SWPPP and temporary construction BMPs, and providing temporary traffic control. Z&K staff also attended and coordinated meetings with the City and contractor, performed issues management, monitored the contractor's schedule, monitored project funding, performed labor compliance, reviewed contractor's requests for information (RFIs) and submittals, reviewed potential change orders, performed dispute resolution, managed public relations, coordinated materials testing services, and observed and monitored all aspects of the project to ensure compliance with project plans and specifications. **Contact Person: Michael Throne, Director of Public Works | 619.667-1450 (Now at La Mesa)**

CITY OF IRWINDALE | 2021-2022 RESURFACING PROJECT: RESIDENTIAL RESURFACING PHASE I – AYON AVE, CALLE DEL NORTE, PAT MIRANDA LN, CALLE DE PASEO, ALLEN DR, PROGRESS LN, CENTRAL ST & PEPPERTREE LN; P-1034

Z&K provided Construction/Project Management and Inspection for this project. The project included street resurfacing, traffic control, raised crosswalks, speed humps, cold milling and AC overlay of existing asphalt concrete, construction of new curb and gutter, PCC sidewalk, installation and configuration of multiple traffic loop detectors, installation of city project signs, preservation of existing city survey monuments, adjusting manhole and utility covers to grade, installation of pavement markings and striping. Related work includes mobilization, traffic control, assisting in preparation of NPDES, local utility coordination, construction management, daily inspection, labor compliance, geotechnical and materials testing coordination. Z&K personnel coordinated the distribution of public notifications to several schools, churches, and homes affected. **Contact Person: Luis Pimentel, Project Manager | 626.430.2259 | 5050 N Irwindale Ave, Irwindale, CA 91706**

CITY OF TORRANCE | ANZA/VISTA MONTANA/PACIFIC COAST HIGHWAY INTERSECTION IMPROVEMENTS

Z&K Consultants, Inc provided inspection services for the Anza/Vista Montana/Pacific Coast Highway Intersection Improvements Project. This Project consists of construction of the Pacific Coast Highway/Anza Intersection Improvements with appurtenances as shown on City of Torrance Plan No.'s ST-1019/SD-517/C- 2019-8/TS-2019-2/ST-1019-TC; curb, gutter, sidewalk, catch basins, curb ramps, raised

medians, striping, traffic signal replacement; grind and overlay, and AC pavement; and all other incidental work in this specification document. **Contact Person: Cesar Aguilar, Project Manager | 310.618.3061 | 3031 Torrance Blvd, Torrance, CA 90503**

CITY OF CHINO | ALLEY/SANITATION REHABILITATION PROJECT

Z&K Consultants Inc. is providing Construction Management for this Project which includes removal of existing alley pavement and base section to construct new AC pavement section and ribbon gutter in multiple alleys in the City of Chino. Scope of work includes new PCC drive and alley approaches, curb and gutter, 4' PCC alley gutter, new AC pavement section over compacted crushed miscellaneous base, and the construction of several block walls. Z&K is providing preparation of submittal packages, scheduling, project management, meetings, cost control, reviewing RFIs, preparing change order proposals, permits, progress billings, subcontractor coordination, as-built drawings, and final walkthrough/closeout. **Contact Person: Maria Fraser, CIP Engineering Manager | 909.334.3310**



CITY OF ROSEMEAD | WALNUT GROVE AVE. RESURFACING PROJECT, PHASE I

Z&K Consultants, Inc. is providing Construction Management and Inspection Services for this project, which involves street resurfacing of Walnut Grove Ave., from Marshall St. to Grand Ave. in the City of Rosemead. In addition to pavement rehabilitation and street improvements, the project included intersection improvements, removal and replacement of existing AC pavement, cold mill and overlay, asphalt pothole repairs, replacement of PCC sidewalk, removal and replacement of ADA ramps, curb and gutter, bike lane and bike trail, traffic signal improvements, electrical and lighting improvements, storm drainage and sewer improvements, utility construction and coordination, installation of medians, installation of specialty and bicycle loop detectors, installation of speed humps, pedestrian crossings, and guardrail and roadway markers. The Z&K team provided construction and project management services, as well as construction inspection. Z&K's responsibilities included providing contract administration for proper enforcement of the contract plans and specifications, reviewing bonds and insurance to ensure compliance, providing engineering support, coordinating efforts between the City and the contractor, reviewing and tracking RFIs and RFCs, reviewing progress payment requests, providing coordination with other agencies, submitting permit and grant applications, coordinating schedules with designers, surveyors, and materials testing laboratories, ensured compliance with traffic control plans. **Contact Person: Okan Demirci, Project Manager | 714.319.6137 | 8838 East Valley Boulevard, Rosemead, CA 91770**

CITY OF NORWALK | CDBG LOCAL STREETS REHABILITATION PROJECT

Z&K Consultants, Inc. is providing Construction Management and Inspection services for the Local Streets Rehabilitation Project, funded by the Community Development Block Grant (CDBG) fund. The scope of work includes improvements to concrete appurtenances, including cross gutters, curb and gutters, upgrades of curb ramps to ADA standards, electrical and lighting improvements, traffic signal improvements, landscaping improvement, drainage improvements, bike lanes, underground utility coordination, conduit installation, and rehabilitation of roadway pavement conditions. The Z&K Team provided engineering support, coordinated efforts between the City and the Contractor, reviewed and tracked RFIs, RFCs, and submittals, reviewed progress payment requests, performed constructability review of the plans and specifications, reviewed the contractor's schedule, monitored overall project schedule and provided the City with updates of progress, provided public relations services, coordinated with public utilities, ensured compliance with the SWPPP, and coordinated inspection of the work. Throughout the project, Z&K Inspectors provided daily field observation during construction monitoring of the work, maintained accurate records of the project schedule and any accidents or claims related to construction, coordinated contractor requests for interpretation of the plans and specifications, conducted labor compliance interviews, reviewed and monitored all traffic control and public safety plans for compliance with all safety laws and regulations, enforced water quality best management practices and SWPPP compliance, and evaluated work in progress and gave weekly status reports to the City. **Contact Person: Raymond Velasco, Principal Civil Engineer | 562.929.5511 | 12700 Norwalk Boulevard, Norwalk, CA 90650**

CITY OF ALHAMBRA | FY 19-20 & 20-21 STREET REHABILITATION PROJECTS (TWO SEPARATE PHASES)

The Z&K Team is performing construction management services for this project, which consists of the pavement and street rehabilitation of 23 local street segments located south of Mission Road, west of Garfield Avenue, east of Atlantic Boulevard, and north of Valley Boulevard. Improvements included slurry seal treatment, varying depths of cold mill and overlay, full depth removal and reconstruction, concrete improvements such as removal and replacement of broke and off-grade sidewalk, ADA ramps that need updating, broke and off-grade curb and gutter, driveway aprons in need or repairs, and concrete cross gutter reconstruction. Z&K provided services such as shop drawing and submittal review, daily inspection and documentation, coordination with contractor, review of contractor pay applications to verify quantities, NPDES inspection and reporting, NPDES inspection and reporting, collection of material deliveries, and quality control services. **Contact Person: Robert Bias, Project Manager | 626.570.5062 | 111 South First Street, Alhambra, CA 91801**

CITY OF CHINO | ON-CALL SERVICES FOR VARIOUS STREET IMPROVEMENT PROJECTS

Z&K Consultants is providing **Construction Management, Construction Inspection, and Project Management** Services for this long-term, on-call contract for the City of Chino. The Z&K team has served a wide range of projects, which includes the following:

- 16th, 17th, & 18th St. Between Tronkeel Ave. and Tangerine Ave. Street Widening Project
- Ramona Ave. and Walnut Ave. Street Rehabilitation and Traffic Signal Modifications Project
- 11th St. Pavement Reconstruction Alley and Intersection Accessibility Project
- CDBG Alley Project and Alley/Sanitation Rehabilitation Project
- FY20/21 Alley/Sanitation Rehabilitation Project

Z&K's responsibilities included providing contract administration for proper enforcement of the contract plans and specifications, reviewing bonds and insurance to ensure compliance, providing engineering support, coordinating efforts between the City and the contractor, reviewing and tracking RFIs and RFCs, reviewing progress payment requests, providing coordination with other agencies, submitting permit and grant applications, coordinating schedules with designers, surveyors, and materials testing laboratories, ensured compliance with traffic control plans. **Contact Person: Maria Fraser, CIP Engineering Manager | 909.334.3310**



A.7.b

Attachment: Agreement with Z&K Consultants Inc (5950 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J. NOBLE

REFERENCES & STATEMENTS

REFERENCES



City of Costa Mesa
Construction Management &
Inspection Services
Nazila Mokarram, PE, Principal Civil
Engineer
77 Fair Drive, Costa Mesa, CA 92626
nmokarram@lakeforestca.gov |
714.754.5000



City of Lake Forest
Construction Management &
Inspection Services
Doug Erdman, Engineering Manager /
Assistant City Engineer
100 Civic Center Drive, Lake Forest, CA
92630
derdman@lakeforestca.gov |
949.282.5233



City of Chino
Construction Management &
Inspection Services
Amer Jakher, PE, Director of Public
Works
3220 Central Ave, Chino, CA 91710
ajakher@cityofchino.org |
909.334.3250

STATEMENTS

1. RFP for Project No. 801 0097 shall be incorporated in its entirety as a part of this Proposal.
2. This RFP and this Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the City of Moreno Valley.
3. Services to be provided, and fees therefore, will be in accordance with the City's RFP. Z&K has NO additions or exceptions to the City's Request for Proposal.
4. Z&K has no the exceptions to the provisions and conditions of the RFP. We understand that no exceptions shall be taken, or modifications made regarding the Agreement.
5. Our Proposal includes qualifications applicable to this project including the names, qualifications, and proposed duties of the Z&K'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 our staff should become unavailable, Z&K may substitute other staff of at least equal competence only after prior written approval by the City.
6. Z&K 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 hourly rate fee as part of the Cost Proposal Pricing, and no additional compensation will be allowed therefor.
7. A resource allocation matrix is submitted with the proposal.
8. Z&K acknowledges and understands that Z&K will provide a qualified alternate inspector in the event of the primary inspector is not able to come to work.
9. All charges for Z&K services is a "Not-to-Exceed" fee which includes conservatively estimated reimbursable expenses, as submitted with and made a part of the Proposal.
10. Z&K will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
11. The hourly rate schedule is part of this Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
12. Z&K will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state, or local laws or regulations the strictest shall be adhered to.
14. Z&K shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
15. Z&K shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
16. Z&K shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
17. Z&K 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.



FORM ATTACHMENT A

Attachment A: Non-Collusion Affidavit

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

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


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

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

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

Z&K Consultants, Inc., the party making the foregoing bid
(name of bidding company)

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

By: 
(signature)

Printed Name: Crystal Fraire, PE
(name of the person signing this form)

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

Attachment: Agreement with Z&K Consultants Inc (5950) : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J. NOBLE

EXHIBIT CCITY - SERVICES TO BE PROVIDED
TO CONSULTANT

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

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$ 449,376.00.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
Accounts Payable questions can be directed to (951) 413-3073.
Copies of invoices may be submitted to the Capital Projects Division at email: techinfo-capproj@moval.org or calls directed to (951) 413-3120.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

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

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

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

September 13, 2022
City of Moreno Valley
14177 Frederick St., Moreno Valley, California

Subject: Cost Proposal - Professional Consultant Construction Management and Inspection Service, Project No. 801 0097, for Citywide Pavement Rehabilitation Program (FY 2026/27 to FY 2030/31) (Arterial and Collector Streets)

To Whom it May Concern,

Z&K Consultants Inc. (Z&K) proudly presents our cost proposal for Construction Management and Inspection Service for Citywide Pavement Rehabilitation Program (FY 2026/27 to FY 2030/31) (Arterial and Collector Streets), Project No. 801 0097. Our not-to-exceed total lump sum fee for Construction Management and Inspection Services is **\$449,376.00**.

Z&K Consultants based our cost proposal on the scope of work provided in the Request for Proposals. All prevailing wage requirements will be followed by the team. All team members are in conformance with the State of California Labor compliance requirements. Rates included in our Cost Proposal are fully billable rates. All overhead costs are included. All insurance will be in force at the time of contract execution.

Z&K has carefully selected this "A-Team" and committed our most qualified staff for the duration of the contract to deliver a successful project. We understand the importance of meeting budgets and schedules; we have a strategic plan in place to deliver projects with such benchmarks in mind. Our proposed team members are recognized as **experts** in Construction Management and Inspection services and will provide "turn-key" Construction Management and Inspection services for the City of Moreno Valley Citywide Pavement Rehabilitation Program

Below is a table with the hourly rate schedule:

Z&K Consultants, Inc Hourly Rates:

Senior Construction Manager	\$152.00
Senior Street Construction Inspector	\$140.00
Senior Project Manager/Office Engineer	\$138.00

I will serve as the contact person for the full duration on the contract and I am authorized to bind the firm to the terms of the proposal. By signing below, I attest that all information submitted is true and accurate. This proposal shall remain valid for a period of not less than 90 days from the date of submittal. The payment terms shall be net thirty (30) days. **We are excited about this opportunity to serve the City of Moreno Valley and are committed to the successful completion the City's important project.**

Sincerely,

Crystal Fraire, PE, QSD/P | President, Z&K Consultants Inc.
473 E. Carnegie Drive | Suite 200 | San Bernardino, CA 92400
951.310.7470 | cfraire@zandkconsultants.com

Attachment: Agreement with Z&K Consultants Inc (5950 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J. NOBLE



NOT-TO-EXCEED FEE SCHEDULE

The not-to-exceed fee amount is based on 150 working days. Our cost proposal includes 45% time for our Senior Construction Manager, Full-time (100%) for two (2) Senior Street Construction inspectors, and 20% time for our Project Manager/Office Engineer. Any additional services needed beyond the contract scope of work shall require prior approval from the City.

PROFESSIONAL CONSULTANT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICE, PROJECT NO. 801 0097, FOR CITYWIDE PAVEMENT REHABILITATION PROGRAM (FY 2026/27 TO FY 2030/31) (ARTERIAL AND COLLECTOR STREETS)						
Task/ Classification	Construction Manager (Hrs)	Senior Street Construction Inspector (Hrs)	Senior Street Construction Inspector (Hrs)	Project Manager/ Office Engineer (Hrs)	Total Cost	
Hourly Rate	\$152.00	\$140.00	\$140.00	\$138.00		
Task 1 - Construction Management	528	0	0	240	\$113,376.00	
Task 2 - Construction Inspection	0	1200	1200	0	\$336,000.00	
TOTAL	\$80,256.00	\$168,000.00	\$168,000.00	\$33,120.00	\$449,376.00	

Z&K Consultants commits that all assigned personnel will not be removed or replaced without prior written City approval. Key personnel will be available to the extent proposed for the duration of the contract. Our proposed and fully committed team is fully capable and exceptionally qualified. They have held many leadership roles and supervisory management positions in many local agencies including the private and public sectors. All can multi-task, are multi-disciplined, and have a full understanding of all aspects of the proposed project requirements.

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.

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

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

RECITALS

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

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

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

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

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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

DESCRIPTION OF SERVICES

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

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit B attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposals (Exhibit A) shall take precedence over the Consultant's Proposal.

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

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$236,700.00 in accordance with the payment terms provided on Exhibit D attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

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

6. The Consultant shall perform the work described on Exhibits A and B in accordance with the start date as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through **December 30, 2023**, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

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

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

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

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

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

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

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

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

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

This section shall survive termination or expiration of this Agreement.

15. Insurance.

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

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

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

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

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

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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

of any services by the subcontractor.

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

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

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

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

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

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

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

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

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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

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

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

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

maintained by the Consultant for three (3) years following completion of the services under this Agreement.

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

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

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

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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

or any rights/benefits hereunder.

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

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

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

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

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

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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0097

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

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

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

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

Koury Engineering & Testing, Inc.

BY: _____

BY: _____

Mike Lee, City Manager

Name: _____

TITLE: _____
(President or Vice President)

Date

Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Department Head

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

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

Attachment: Agreement with Koury Engineering & Testing Inc (5950 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J.

EXHIBIT "A"
City of Moreno Valley



Request for Proposals
Professional Geotechnical and Material Testing Services

Project No. 801 0097
Citywide Pavement Rehabilitation Program (FY 2026/27 to FY 2030/31)
(Arterial and Collector Streets)

Proposal Due Date:
September 13, 2022 at 2:00 pm, PST

Submit proposal online at:
<https://www.planetbids.com/portal/portal.cfm?CompanyID=24660>

Contact:
Capital Projects Division
Email: techinfo-capproj@moval.org
Phone: (951) 413-3130

I. Invitation

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

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

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

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

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

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

II. Schedule of Important Dates

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

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

III. Scope of Services

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

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

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

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

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

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

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

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

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

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

IV. Community Workforce Agreement:

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

V. Proposal Format

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

The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration

A. Technical Proposal

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

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

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

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

1. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the City of Moreno Valley.
3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (if needed) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
6. A statement that the Consultant acknowledges to provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the 'Not-to-Exceed' fee as part of the Cost Proposal, and no additional compensation will be allowed therefor.
7. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns.
8. A statement that the Consultant acknowledges and understands that the Consultant will provide a qualified alternate staff in the event of the primary staff is not able to come to work.
9. A statement that all charges for Consultant services is a "Not-to-Exceed" fee which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.

10. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
11. A statement that said hourly rate schedule (which is to be included in the Cost Proposal as required below) is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
12. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
14. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
15. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
16. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
17. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

B. Cost Proposal

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

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

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

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

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

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

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

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

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

VII. PAYMENT TO CONSULTANT AND INVOICING

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

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

- G. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.
- H. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors, omissions, or oversight.

VIII. INSURANCE

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

IX. INDEMNIFICATION

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

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

X. TERMINATION FOR CONVENIENCE OF THE CITY

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

XI. INDEPENDENT CONTRACTOR

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

XII. CONTRACT

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

XIII. GENERAL CONDITIONS

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

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

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

XIV. SELECTION CRITERIA

- A. **The Firm's General Experience and Qualification Information** (20 points) – Information about the company including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.

- B. **Experience of Key Personnel** (60 points) – Background experience of key personnel, credentials and certifications, abilities, familiarity with state and federal procedures and applicable standards and specifications, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies, and proven track record and depth of understanding/knowledge of the required services.
- C. **Understanding of Requested Service/Plans to Deliver Services** (20 points) – Understanding of the requested services and tasks, discussion of major issues identified on the project and how the Consultant team plans to address them; the methods and procedures to be used for providing the services; the management approach and organization necessary to complete the services; and outline quality control measures to ensure delivery of a quality product on time, within budget that provides a cost efficient, timely and predictable execution of work.

XV. ATTACHMENTS

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

Attachment A: Non-Collusion Affidavit

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

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

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

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

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

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

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

By: _____
(signature)

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

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

Attachment: Agreement with Koury Engineering & Testing Inc (5950 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J.

City of Moreno Valley

Request for Proposals

Geotechnical and Material Testing Services for Citywide Pavement Rehabilitation Program

Project No. 801-0097 Invitation # 2022-512

(FY 2026/27 to FY 2030/31)

(Arterial and Collector Streets)



POINT OF CONTACT:

Kurt Brown

Business Development | Project Manager

C| 310.415.6725 O| 909.606.6111

E| KurtB@KouryEngineering.com



COVER LETTER

September 13, 2022

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

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

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

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

City of Pomona	County of San Bernardino	City of Bell
City of Corona	Caltrans District 12	County of Los Angeles
City of Santa Monica	City of Brea	Port of Long Beach
OC Sanitation District	City of Anaheim	City of Newport Beach

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

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

WHAT MAKES US DIFFERENT?

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

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

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

BUDGET CONTROL

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

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

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

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

Regards,

Koury Engineering and Testing, Inc.



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

DIR No. 1000007497

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5. COMPLETED FORMS

A. RESUMES





1

ONE GENERAL QUALIFICATIONS APPROACH & UNDERSTANDING

Attachment: Agreement with Koury Engineering & Testing Inc (5950 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J.

FIRM INFORMATION

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

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

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

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

Phone Number: (909) 606-6111

Fax Number: (909) 606-6555

www.kouryengineering.com

Type of Business Structure:
S Corporation, Incorporated in CA

Year Incorporated: 1992 (30 Years in Business)

Federal Tax ID: 95-47994329

DIR # : 1000007497

DSA LEA # 146

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

MATERIAL TESTING SERVICES

Concrete & Masonry

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

Other Services

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

Non Destructive Testing

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

INSPECTION SERVICES

Structural:

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

Non-Structural:

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

UNDERSTANDING

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

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

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

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

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

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

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

FIRM QUALIFICATIONS WORK PLAN AND SCHEDULE

GENERAL GEOTECHNICAL ENGINEERING

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

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

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

ASSIGN

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

MANAGE

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

PAVEMENT TECHNOLOGY

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

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

SURFACE MAPPING AND SUBSURFACE IMAGING

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

GEOTECHNICAL CONSTRUCTION OBSERVATION & TESTING

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

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

GRADING OBSERVATION AND TESTING

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

TECHNICAL MANAGEMENT AND REPORT PREPARATION

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

SOIL TESTING PROCEDURES

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

CONSTRUCTION INSPECTION SERVICES

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

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

SETTLEMENT ANALYSIS AND MITIGATION

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

DEWATERING AND SETTLEMENT MONITORING

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

SLOPE STABILIZATION AND LANDSLIDE MAPPING

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

LABORATORY SUPPORT

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

QUALITY CONTROL AND ASSURANCE

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

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

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

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

GEOTECHNICAL & PAVEMENT EVALUATION REPORTS

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

ERROR FREE DELIVERABLES

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



TWO KEY STAFF & AVAILABILITY

PROJECT TEAM MATRIX

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

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

Attachment: Agreement with Koury Engineering & Testing Inc (5950 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J.



Project Management Team

Primary Point of Contact
Kurt Brown, PE (NV, FL)

Principal in Charge
Jacques Roy, GE, PE

Koury
Project Manager
Kurt Brown, PE (NV, FL)

Project Engineers
Armen Gaprel'ian, GE, PE
Jacques Roy, GE, PE
Kurt Brown, PE, Managing Engineer
Albert Buffet, Staff Geologist

Project
Coordinator/Dispatch

Laboratory Manager
Matthew Perry

Field/Soil Technicians
Jose Prez
Carlos Garcia
Greg Lawyer, Jr.
Matthew Landin
Ashely Moore
Tony Tran

Certified Laboratory
Technicians

Resumes are in Appendix A

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THREE PROJECT EXPERIENCE & REFERENCES

ON-CALL CITY OF CORONA

OUR SCOPE:

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

Client:

City of Corona

Dates:

2014- 2020

Contract Amount:

\$600,637

Contact:

Moses Cortez, Parks
Superintendent

P| 951.739.7947

C| 951.830.0906

E| moses.cortez@
coronaca.gov

PROJECTS:

Border Street Curb Gutter Asphalt Replacement

Weirick Road Paving

Ridgeview Terrace Paving

Butterfield Park Lighting

Various Concrete CIP Inspections

Home Gardens Well Collection

West Rincon St. Reclaimed Waterline Extension PH II

Stadium Turf Replacement

Asphalt at Magnolia and Fullerton

City Hall Demonstration Garden

Desalter Generator

Butterfield Park Pre Manufactured Building

Terra Drive French Drainage System

Citrus Park

West Rincon St. Reclaimed Waterline Extension

Lincoln Park - Parking Lot Expansion

Wells 32 and 33 Drainage

Concrete Spot Repair

Corporation Yard Sidewalk, Curb and Gutter

DWP Headquarters - Corona Fire Department Tennant Improvement

Percolation Pond Access Road



2nd Contact:

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

ONYX PAVING CO., INC.

Client:

Onyx Paving Co.

Dates:

2019-2022

Contract Amount:

\$75,000.00

Contact:

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

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

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

Hillside Avenue, Norco, CA

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

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

Hillside Avenue II, Norco, CA

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

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

Norco Hills Road - Street Improvement, Norco, CA

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

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

Sierra Avenue Pavement Rehabilitation, Norco, CA

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

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

City of Chino Hills - Mystic Canyon Drive Rehabilitation

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

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

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

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

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

SOUTHERN CALIFORNIA LOGISTICS AIRPORT

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

SCLA RUNWAY 17-35 REHABILITATION

Project Description:

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

Client:

Burns & McDonnell

Dates:

2020- Active

Contract Amount:

\$162,000



CITY OF WHITTIER

Client:

City of Whittier / FCG

Dates:

2019

Contract Amount:

\$62,000

Contact:

AB Fakhouri, PM

22885 Savi Ranch Parkway,
Suite G

P| (714) 312-0317

E| ab.fakhouri@fcgconsultants.
com

Whittier - Whittier Greenway Trail Extension East Phase 1

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

Services: Materials Testing and Inspection, Specialty Inspection Staff

Contracted by the City's CM firm FCG Consultants

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

- Norwalk - Paramount - Downey - Irwindale - Burbank

FCG CONSULTANTS

Client:

FCG Consultants

Dates:

2015-2022

Contract Amount:

\$75,000.00

Contact:

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

City of Whittier - Whittier Greenway Trail Extension East Phase 1

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

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

City of Norwalk - Foster Road Side Panel Project

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

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

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

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

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

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

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

REFERENCES

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



FOUR REQUIRED STATEMENTS

Attachment: Agreement with Koury Engineering & Testing Inc (5950 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J.

REQUIRED STATEMENTS

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

1. This RFP shall be incorporated in its entirety as a part of Koury's proposal.
2. This RFP and Koury's proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by Koury and the Mayor or City Manager of Moreno Valley.
3. Koury's services to be provided, and fees therefore, will be in accordance with the City's RFP. Koury has no additions or exceptions to the City's RFP.
4. **KOURY TAKES NO EXCEPTIONS TO THE CITY'S RFP.**
5. Qualifications applicable to the project include names, qualifications and duties, along with recent similar projects including names, titles, addresses and telephone numbers of the appropriate person for contact is provided. Koury acknowledges and understands that the consultant will not be allowed to change the sub-consultant without a written permission from the City.
6. Koury acknowledges we will provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the 'Not-to-Exceed' fee as part of the Cost Proposal, and no additional compensation will be allowed therefor.
7. A resource allocation matrix will be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns.
8. Koury acknowledges and understands that we will provide a qualified alternate staff in the event of the primary staff is not able to come to work.
9. All charges for Koury's services is a "Not-to-Exceed" fee which must include conservatively estimated reimbursable expenses, as submitted with and made a part of our Proposal.
10. Koury will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
11. A copy of Koury's hourly rate schedule and a statement that said hourly rate schedule is part of the Koury's proposal for use in invoicing for progress payment and for extra work incurred that is not part of this RFP is attached to follow. Koury understands that all extra work will require prior approval from the City.
12. Koury will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
14. Koury shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

15. Koury shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1,5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal; Prevailing Wage Decision," and State of California prevailing wage rates, respectively.

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

17. Koury offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business Code). arising from purchases of goods, services or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.



FIVE FORMS

Attachment: Agreement with Koury Engineering & Testing Inc (5950 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J.

Attachment A: Non-Collusion Affidavit

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


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

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

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

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

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

By: 
(signature)

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

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

Attachment: Agreement with Koury Engineering & Testing Inc (5950 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J.



A

A - RESUMES

Attachment: Agreement with Koury Engineering & Testing Inc (5950 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J.

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

Principal Geotechnical Engineer

PROFESSIONAL PROFILE

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



PROJECT EXPERIENCE

Years of Experience: 30+

Education:

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

B.S., Civil Engineering, University of Sherbrook

Registrations/ Certifications:

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

Civil Engineer, 35386, California, 1982

(License # 35386)

City of Corona:

Border Street Curb Gutter Asphalt Replacement Project

Weirick Road Paving

Ridgeview Terrace Paving

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

Hillside Avenue, Norco, CA

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

City of Chino Hills, Mystic Canyon Drive Rehabilitation

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

Southern California Logistics Airport, Runway 12-35 Rehabilitation

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

City of Whittier, Whittier Greenway Trail Extension East

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

ARMEN GAPRELIAN

Material Engineer

PROFESSIONAL PROFILE

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



PROJECT EXPERIENCE

Years of Experience: 25+

Education:

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

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

Registrations/ Certifications:

Professional Civil Engineer
No. C 61053, California

Professional Geotechnical
Engineer No. GE 2668,
California

City of Corona:

Border Street Curb Gutter Asphalt Replacement Project

Weirick Road Paving

Ridgeview Terrace Paving

Butterfield Park Lighting & Site Improvements

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

Hillside Avenue, Norco, CA

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

University of California Riverside

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

Student Success Center | 2019

Barn Expansion Project | 2019

Sports Event Center | 2019

Los Angeles Community College District

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

Football Field and Northwest Area Storm Water Implementations | 2020

Southeast Hall SI | 2020 & Sports Event Center | 2019

East Los Angeles College | Storm Water Implementation Projects

Los Angeles, CA

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

KURT BROWN

MANAGING ENGINEER

PROFESSIONAL PROFILE

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



RELEVANT PROJECT EXPERIENCE

Years of Experience:
25+

Education:

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

Professional Engineer (PE) Nevada Issued 2021 #028494

Professional Engineer NCEES Issued 2018 #86384

Certifications:

ACI Concrete Field

Testing Technician

Nuclear Gauge Certified

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

Norco Hills Road - Street Improvement, Norco, CA

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

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

Sierra Avenue Pavement Rehabilitation, Norco, CA

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

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

City of Chino Hills - Mystic Canyon Drive Rehabilitation

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

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

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

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

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

MIKE MOHAJERAN

Project Managing Engineer

PROFESSIONAL PROFILE

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



PROJECT EXPERIENCE

Years of Experience: 20+

Education:

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

BS & MS in Computer Science,

Technical University of Vienna, Vienna-Austria, 1998

Mike was the Staff Engineer on the following projects:

City of Whittier - Whittier Greenway Trail Extension East

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

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

City of Norwalk - Foster Road Side Panel Project

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

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

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

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

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

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

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

ALBERT BUFFET

GEOLOGIST

PROFESSIONAL PROFILE

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

RELEVANT PROJECT EXPERIENCE

Years of Experience: 8+

Education:

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

Registrations/ Certifications:

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

Irvine: Reinforced Concrete

Los Angeles: Grading

Long Beach: Driven Piles

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

ACI: Field Testing Technician Grade I

TWIC

Nuclear Gauge Certified: 20152020

20152020 40HR

HAZWOPER Training

Albert was the Staff Geologist for the following projects:

Hillside Avenue Phase 1 & 2, Norco, CA

Sierra Avenue Pavement Rehabilitation, Norco, CA

City of Chino Hills, Mystic Canyon Drive Rehabilitation

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

SCLA Runway 17-35 Rehabilitation Project

Kenneth Road Rehabilitation Project, Glendale, CA

Hollywood Park | Parking Structure

Cerritos College | Health and Wellness Center

Santa Ana College Health Science Building

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

University of California Riverside | Multiple Projects

West Rincon St. Reclaimed Waterline Extension PH II

Asphalt at Magnolia and Fullerton

Butterfield Park Pre Manufactured Building

Terra Drive French Drainage System

Citrus Park

West Rincon St. Reclaimed Waterline Extension

Weirick Road Paving

Lincoln Park - Parking Lot Expansion

EXHIBIT C**CITY - SERVICES TO BE PROVIDED
TO CONSULTANT**

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

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$236,700.00.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
Accounts Payable questions can be directed to (951) 413-3073.
Copies of invoices may be submitted to the Capital Projects Division at email: techinfo-capproj@moval.org or calls directed to (951) 413-3120.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

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

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

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

City of Moreno Valley

Request for Proposals

Geotechnical and Material Testing Services for Citywide Pavement Rehabilitation Program

Project No. 801-0097 Invitation # 2022-512

(FY 2026/27 to FY 2030/31)

(Arterial and Collector Streets)



COST PROPOSAL

POINT OF CONTACT:

Kurt Brown

Business Development | Project Manager

C | 310.415.6725 O | 909.606.6111

E | KurtB@KouryEngineering.com



COVER LETTER

September 13, 2022

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

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

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

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

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

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

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

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

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

WHAT MAKES US DIFFERENT?

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

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

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

BUDGET CONTROL

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

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

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

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

Regards,

Koury Engineering and Testing, Inc.



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

DIR No. 100007497

FEES & COST PROPOSAL

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

Attachment: Agreement with Koury Engineering & Testing Inc (5950 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO R. J.

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.



Report to City Council

TO: Mayor and City Council

FROM: Michael Lloyd, Public Works Director/City Engineer

AGENDA DATE: October 4, 2022

TITLE: AUTHORIZATION TO PURCHASE TRAFFIC SIGNAL CONTROLLER COMPUTER PROCESSING UNIT FOR PROJECT 808 0013

RECOMMENDED ACTION

Recommendation:

1. Authorize the issuance of a Purchase Order to McCain, Inc. for a not-to exceed amount of \$119,611.80, funded by Measure A Funds (2001).

SUMMARY

This report recommends approval of purchasing seventy-seven (77) 1C Computer Processing Units (CPU's) with Omni Intersection Control Software from McCain Traffic Supply.

DISCUSSION

Traffic Signal Controller CPUs provide for safe and smooth traffic control at signalized intersections by adapting the traffic signal's timing to real time traffic conditions. They also perform advanced traffic detection by communicating to the traffic light system, allowing for better traffic flow, and reduction of road traffic congestion.

There are two major traffic signal controller manufacturers (McCain and ECONOLITE). Their formats are mutually exclusive. California Department of Transportation (Caltrans) and the City of Moreno Valley have been using the platform of McCain Traffic Supply.

Currently, 77 of 194 of the City's signalized intersections are controlled by the ECONOLITE controllers. They are unable to communicate with the rest of the network. Furthermore, the signal maintenance crews cannot get the adequate engineering support from the manufacturer. An integrated signal system is necessary to operate safely and efficiently. Upgrading the seventy-seven (77) ECONOLITE controllers are urgently needed.

The McCain 1C module is the only CPU which is compatible with all other controllers citywide and will fulfill the goals of Project 808 0013. Due to the continuation of an ongoing system already procured from McCain Traffic Supply, a single source memo was created and executed by the Purchasing Division in June 2022. A formal request for bids was not required.

ALTERNATIVES

1. Approve the recommended actions as presented in this staff report. *Staff recommends this alternative in order to operate seventy-seven (77) signalized intersections safely and efficiently.*
2. Do not approve the recommended actions as presented in this staff report. *Staff does not recommend this alternative, as it would result in ineffective traffic signal maintenance.*

FISCAL IMPACT

The project is funded by Measure A (Fund 2001), and there is no impact to the General Fund.

Available Budget

Measure A

(Account 2001-70-76-80008-720199) (Project No. 808 0013-2001-99) \$177,214

NOTIFICATION

Publication of agenda

PREPARATION OF STAFF REPORT

Prepared By:
Wei Sun, P.E., PTOE
City Traffic Engineer

Department Head Approval:
Michael Lloyd, P.E.

CITY COUNCIL GOALS

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

To view large attachments, please click your “bookmarks”



on the left hand side of this document for the necessary attachment.

- 1. Signal Equipment quote
- 2. McCain Traffic Supply Approved Single Source 2022

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/27/22 11:51 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/27/22 12:53 PM



QUOTATION

Quote #: JLP033022E
Agency: Moreno Valley City of
Job Name: 2070-1C W/ OMNI
Bid Date: 9/9/22

Estimator: Jennifer Phelan
 (760)734-5050
 jennifer.phelan@mccain-inc.com

Bid Item	Qty	Description	Price	Extension
M52805	77	1C CPU W/	\$1,800.00	\$138,600.00
S-OMNI		OMNI INTERSECTION CONTROL SOFTWARE		

*turn on support is not included

20% DISCOUNT	\$27,720.00
SUBTOTAL	\$110,880.00
TAX 7.875% TAX *subject to change	\$8,731.80
Reference Total	\$119,611.80

Prices firm for 45 days. Freight included. Add sales tax.

Sale is subject to McCain's standard terms and conditions.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited.

If you received this in error, please contact the sender and delete the material from any computer.



Sole/Single Source Justification

DATE: 6/8/22	DEPT/DIVISION: PW/Transportation Engineerinh
VENDOR: McCain Traffic Supply	VENDOR PART NUMBER:
DESCRIPTION OF ITEM: Traffic Signal Equipment -TV2Ts-Complete with LED's,SP1Ts complete with countdown modules,SV1Ts complete with LED's,Pedestrian Push Button assemblies,10 ft. 1A poles, Type 15TS poles, ADA Pedestrian Push Buttons,Signal Controller Cabinets, Signal Controllers,R,Y,G LEDs and RA,YA,GA LEDs	
Single Source: <input checked="" type="checkbox"/> A Single Source is one of the multiple sources that are capable of producing the desired item(s). It is the one source that is selected without competition for compelling and justifiable reasons.	
Sole Source: <input type="checkbox"/> A Sole Source is the <i>only</i> source available that is capable of producing the desired item(s) because of exclusive control of patent rights, copyrights, proprietary processes, etc. or similar circumstances.	

JUSTIFICATION:

<input type="checkbox"/>	Only known qualified vendor. (List of the vendors which were contacted below and the specific reasons <u>why</u> each was not a viable source. List the qualifications that each source or item meets. If another vendor offers a similar item, provide the item identification, vendor information and comparable pricing).
<input type="checkbox"/>	Dues and/or Membership (Dues and/or Memberships are generally required for various regional agencies and/or professional memberships, and no competitive equal exists. <u>Please list the organization the due and/or memberships is for and indicate the reason needed.</u>)
<input type="checkbox"/>	Legal Services Agreement. (Per Procurement Policy 3.18 exempt from competitive requirements).
<input type="checkbox"/>	Contract Class Instructors/Sports Officials and referees (Per Procurement Policy 3.18 exempt from competitive requirements).
<input type="checkbox"/>	Supplier/Consultant proprietary item. (The selected supplier/consultant is the only manufacturer of this item and/or service. List the reasons why no substitute item can be used and if no similar item is available).
<input type="checkbox"/>	Government or Contract Directed. (<u>Provide a copy</u> of the contract page which directs this source or a letter, or memo or e-mail specifically directing this source).
<input checked="" type="checkbox"/>	Continuation of an ongoing service or an addition to a critical system already procured from that vendor. (List the reasons <u>why</u> it would not be cost effective and/or schedule effective and/or mitigate technical risk and/or prudent to procure with another vendor for this procurement).
<input type="checkbox"/>	Economically Justified due to the following reasons:
<input type="checkbox"/>	Delivery Schedule Requirements (list delivery schedule requirements below)

<input type="checkbox"/>	Need for unique capabilities or special techniques (list below)
<input type="checkbox"/>	Standardization (Specify what is being standardized and how this will benefit?)

RATIONALE: (Provide written explanation, technical reasoning and/or evidence of the claim. See Directions. Use additional sheets if necessary)

McCain is the only vendor that provides the manufacturing of the 2070LX controller with Omni software as well as all of our Traffic Signal Maintenance need's to keep our operation running smoothly.

McCain Traffic Supply Co. carries all of our traffic signal needs from routine maintenance to traffic signal equipment for knockdowns and is very competitive on there pricing. McCain also offers great technical support on there products for trouble shooting issues we may come across in the field.

PURCHASING USE ONLY:

I CERTIFY THAT STATEMENTS CHECKED, AND INFORMATION PROVIDED ABOVE, ARE COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT THE PROCESSING OF THIS SOLE/SINGLE SOURCE JUSTIFICATION PRECLUDES THE USED OF FULL AND OPEN COMPETITION.

DIVISION MANAGER OR DEPARTMENT HEAD	PURCHASING DIVISION MANAGER
SIGN: <u><i>Wei Sun</i></u> (ws)	SIGN: <u><i>Felicia London</i></u>
PRINTED NAME: <u>WEI SUN</u>	PRINTED NAME: <u>Felicia London</u>
DATE: <u>6/14/22</u>	DATE: <u>6/29/22</u>

FOR PURCHASING USE ONLY

CONTRACT #	PO #
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VERIFIED BY: Choose an item. COMMENTS:

JUSTIFICATION VALID FOR: 1 YEAR 2 YEARS 5 YEARS

SPECIFIC SOURCE JUSTIFICATION (SSJ) INSTRUCTIONS

Technical and requirements personnel are responsible for providing and certifying as accurate and complete necessary data to support their recommendation for other than full and open competition. The justification must demonstrate that only one company can perform. The following are examples of bases for an SSJ:

- a) The supplies/services to be acquired are unique to City of Moreno Valley.
- b) Time is of the essence and only one known source can meet City of Moreno Valley's needs within the required timeframe.
- c) Data is unavailable for competitive procurement.

Attachment: McCain Traffic Supply Approved Single Source 2022 (5954 : AUTHORIZATION TO PURCHASE TRAFFIC SIGNAL CONTROLLER



Report to City Council

TO: Mayor and City Council

FROM: Michael Lloyd, Public Works Director/City Engineer

AGENDA DATE: October 4, 2022

TITLE: AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR CITYWIDE PAVEMENT REHABILITATION PROGRAM FY 26/27 TO FY 30/31 (LOCAL STREETS), PROJECT NO. 801 0090

RECOMMENDED ACTION

Recommendations:

1. Award a construction contract to All American Asphalt for the Citywide Pavement Rehabilitation Program FY 26/27 to FY 30/31 (Local Streets) and authorize the City Manager to execute a contract in substantial conformance with the attached contract in the amount of \$11,097,080.00, and authorize the City Manager to approve and execute any subsequent amendments subject to the approval of the City Attorney;
2. Award an agreement for Professional Consultant Service to G3 Quality, Inc. to provide material testing and geotechnical services for the Citywide Pavement Rehabilitation Program FY 26/27 to FY 30/31 (Local Streets) and authorize the City Manager to execute the agreement with G3 Quality, Inc. in the amount of \$205,497.00, and authorize the City Manager to approve and execute any subsequent amendments subject to the approval of the City Attorney;
3. Authorize the issuance of a Purchase Order to All American Asphalt in the amount of \$11,297,080.00 (bid amount plus a contingency of \$200,000.000) and a Purchase Order to G3 Quality, Inc. in the amount of \$205,497.00 necessary for completing the construction of this project, funded by Senate Bill 1 (SB1) Funds (2000A), Gas Tax Funds (2000), Measure A Funds (2001), and Capital Project Reimbursement Funds (Fund 3008);

- 4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to All American Asphalt’s contract not exceeding the contingency of \$200,000.00, subject to the approval of the City Attorney; and
- 5. Authorize CFO to approve a budget adjustment as set forth in the fiscal impact section of this report.

SUMMARY

This report recommends approval of a contract with All American Asphalt for the construction of the Citywide Pavement Rehabilitation Program FY 26/27 to FY 30/31 (Local Streets). The report also recommends approval of a professional consultant agreement for material testing and geotechnical services with G3 Quality, Inc. for this project. This project is funded by Senate Bill 1 (SB1) Funds (2000A), Gas Tax Funds (2000), Measure A Funds (2001), and Capital Project Reimbursement Funds (Fund 3008), and consistent with the City Council’s Momentum MoVal Strategic Plan as roadway and public facility maintenance remains a top priority for the City Council. This project is part of the second batch of paving projects as a result of the City’s historic investment in pavement restoration and rehabilitation.

DISCUSSION

This project provides both pavement preventative and corrective work for 523 local street segments citywide. The preventative work (e.g. crack seal and slurry seal) and corrective work (e.g. local repairs and surface replacement) will help preserve and extend the useful life of the City’s largest asset at the lowest cost. These streets are prioritized in the Pavement Management Program (PMP) Plans approved by the City Council in January 2021 and February 2022. The City received funding for pavement repair work as part of the federal recovery act plans and programs, as well as state gas tax under the State Bill 1.

The project design was completed in-house by engineering staff and advertised for construction bids on August 25, 2022. Formal bidding procedures were followed in conformance with the Public Contract Code. Three (3) bids were received via the electronic bid management system, PlanetBids, on September 15, 2022 as follows:

<u>CONTRACTORS</u>	<u>Bid Amount</u>
1. All American Asphalt	\$11,097,080.00
2. Hardy & Harper, Inc.	\$11,263,000.00
3. R. J. Noble Company	\$11,457,900.00

The lowest responsible bidder was determined by comparing the cumulative total for all bid items as stipulated in the bidding documents. Staff has reviewed the bid by All American Asphalt and finds it to be the lowest responsive and responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by All American Asphalt in their bid. Staff recommends awarding a contract to All American Asphalt to construct much needed

street improvements as included in this project.

A contingency amount of \$200,000.00 is recommended to account for any changed field condition that may have occurred during the period between the completion of the engineering design work and construction start. The contingency is also recommended to allow rapid response to avoid unnecessary construction delays that typically result in contractor change orders from unforeseen circumstances encountered during construction.

Staff also recommends awarding an agreement to G3 Quality, Inc. in an amount of \$205,497.00 to provide material and geotechnical services for this project that generally include performing tests on the contractor's furnished slurry seal, asphalt, and concrete materials and observing the placement of these materials in the field to ensure the construction meets the project requirements. G3 Quality, Inc. were selected through a request for proposal and selection process and deemed to be highly qualified to perform these quality check/quality assurance (QC/QA) services for the project.

The Planning Division of the Community Development Department determined that this project is exempt from the California Environmental Quality Act per Guidelines Section 15301(c) as a Class 1 (Existing Facilities).

Approval of the recommended actions would support Objective 4 of the Momentum MoVal Strategic Plan: "Manage and maximize Moreno Valley's public Infrastructure to ensure an excellent quality of life, develop and implement innovative, cost effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery."

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely construction of the Citywide Pavement Rehabilitation Program FY 26/27 to FY 30/31 (Local Streets) project.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will delay the construction of needed improvements and may result in higher future repair costs.*

FISCAL IMPACT

This project is funded by Senate Bill 1 (SB1) Funds (2000A), Gas Tax Funds (2000), Measure A Funds (2001), and Capital Project Reimbursement Funds (Fund 3008). The City will utilize funding for pavement repair work received as part of the federal recovery act plans and programs, which is available in Project No. 801 0097 (Fund 3008), to complete the construction of this project.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 22/23 Budget	Proposed Adjustments	FY 22/23 Amended Budget
CIP	Measure A	2001-70-77-80001-720199 801 0090-2001-99	Exp	\$0	\$4,675,000	\$4,675,000
CIP	Gas Tax	2000-70-77-80001-720199 801 0090-2000-99	Exp	\$0	\$1,000,000	\$1,000,000
CIP	PW General Capital Projects	3008-70-77-80001-720199 801 0097-3008-99	Exp	\$22,204,081	(\$1,950,000)	\$20,254,081
CIP	PW General Capital Projects	3008-70-77-80001-720199 801 0090-3008-99	Exp	\$0	\$1,950,000	\$1,950,000

Available Budget

Gas Tax (RMRA SB1)
 (Account 2000-70-77-80001-720199) (Project No. 801 0090-2000A-99)..... \$4,000,000
 Measure A
 (Account 2001-70-77-80001-720199) (Project No. 801 0090-2001-99) \$4,675,000
 Gas Tax
 (Account 2000-70-77-80001-720199) (Project No. 801 0090-2000-99) \$1,000,000
 Capital Projects Reimbursements
 (Account 3008-70-77-80001-720199) (Project No. 801 0090-3008-99) \$1,950,000
 Total \$11,625,000

ESTIMATED CONSTRUCTION COSTS:

Construction (including contingency)..... \$11,297,080
 Construction Material Testing and Geotechnical Services \$205,497
 Community Workforce Program Administration Services \$22,149
 City Staff Project Administration and Inspection..... \$70,000
 TOTAL..... \$11,594,726

ANTICIPATED PROJECT SCHEDULE:

Construction is anticipated to begin in late 2022 once all pre-construction documentation and information is provided by the contractor and approved by the City. The project is anticipated to be completed in end of Spring 2023, barring any weather or unforeseen site condition delays.

NOTIFICATION

Prior to construction, business owners, schools, utilities, adjacent property owners, law enforcement, fire department, churches, public transportation, and other emergency service responders in the area will be notified in a timely manner of the proposed construction and roadway closures.

PREPARATION OF STAFF REPORT

Prepared By:
Quang Nguyen, P.E.
Senior Engineer

Department Head Approval:
Michael Lloyd, P.E.
Public Works Director/City Engineer

Department Approval:
Melissa Walker, P.E.
Engineering Division Manager/Assistant City Engineer

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Agreement with All American Asphalt
- 2. Agreement with G3 Quality Inc

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/27/22 1:03 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/27/22 1:55 PM

Agreement No. _____

AGREEMENT**PROJECT NO. 801 0090
CITYWIDE PAVEMENT REHABILITATION PROGRAM FY 26/27 TO FY 30/31
(LOCAL STREETS)**

THIS Agreement is made and entered into this ____ day of _____ 2022 ("Effective Date") by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **All American Asphalt**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following, which are incorporated herein by this reference:

- A. This Agreement
- B. Community Workforce Agreement by and Between the City of Moreno Valley and San Bernardino/Riverside Counties Building and Construction Trades Council, AFL-CIO and the Signatory Craft Councils and Unions ("CWA") [PROJECTS OVER \$1,000,000]
- C. Any and all Contract Change Orders and Construction Change Directives issued after execution of this Agreement
- D. Addenda No. 0 inclusive, issued prior to the Bid Deadline
- E. The bound Contract Documents book that includes City Special Provisions, General Provisions, and Technical Provisions
- F. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- G. Reference Specifications/Reference Documents other than those listed in paragraph 2, below
- H. Project Plans
- I. City Standard Plans
- J. Caltrans Standard Plans
- K. EMWD Standard Plans
- L. Governmental approvals, including, but not limited to, permits required for the Work
- M. Contractor's Labor and Materials Payment Bond (for reference only)
- N. Contractor's Faithful Performance Bond (for reference only)
- O. Contractor's Certificates of Insurance and Additional Insured Endorsements

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. REFERENCE DOCUMENTS. The following Reference Documents are not considered Contract Documents and are made available to the Contractor for informational purposes:

- A. None

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. Contract Price and Basis for Payment. In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Additive Alternate Bid Items, if any, set forth the Bid Schedule submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Additive Alternate Bid Items, if any, awarded by the City is Eleven Million Ninety-Seven Thousand Eighty and 00/100 Dollars (\$11,097,080.00) ("Contract Price"). It is understood and agreed that the quantities set forth in the Bid Schedule for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of Work, the unit prices set forth in the Bid Schedule multiplied by the actual number of units performed, constructed, or completed as directed and measured by the City Engineer.

4.2. Payment Procedures. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Section 7 of the Standard Specifications, as modified by Section 7 of the City Special Provisions.

5. CONTRACT TIME.

A. Contract Time. The Contract Time shall be **One Hundred Fifty (150) Working Days**.

B. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements constitutes the date of commencement of the Contract Time of **One Hundred Fifty (150) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements shall further specify that Contractor must complete the preconstruction requirements within **Ten (10) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Obtaining an approved no fee Encroachment Permit
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security if Contractor persistently delays in providing the required documentation.

C. Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES AND CONTROL OF WORK.

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to complete the Work within the Contract Time, which includes the time necessary to fulfill preconstruction requirements and to complete construction of the Project (except as adjusted by subsequent Change Orders) in accordance with **Article 5** above. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85 and in Public Contract Code Section 7203. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadlines for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$500.00 per Calendar Day** that completion of the each such portion of the Work is delayed beyond the Contract Time. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of portions of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

Liquidated damages are owed automatically and without notice of any kind upon the accrual of each day of delay. City may at any time deduct liquidated damages as are payable hereunder from money due or to become due to Contractor, or pursue any other legal remedy to collect such

liquidated damages from Contractor and/or its Surety. Neither the City's failure or delay in deducting liquidated damages from payments otherwise due Contractor, nor City's failure or delay in notifying Contractor of the accrual of liquidated damages, shall be deemed a waiver of City's right to liquidated damages.

City's rights under this Section shall not be interpreted as precluding or limiting: (1) any right or remedy of City arising from an event of Contractor default other than a failure to complete the Work within the Contract Time; or (2) City's right to order an acceleration, at Contractor's expense, of performance of the Work to overcome delay, including, without limitation, a delay for which City has the right to assess and/or accrue liquidated damages. The availability of liquidated damages shall not limit City's right to terminate the Contractor's performance and accrual and/or assessment of liquidated damages does not constitute a waiver of such rights.

6.2. Owner is Exempt from Liability for Early Completion Delay Damages. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-4 of the Standard Specifications and City Special Provisions regarding compensation for delays.

6.3. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section **3-5** of the City Special Provisions.

7. INSURANCE.

7.1. General. The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. Additional Insured Endorsements. The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or
3. Substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers, and representatives.

7.4. **Primary Coverage.** All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers, and representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured.** Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance.** Any self-insurance (including deductibles or self-insured retention in excess of \$50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project and any extension of the one-year correction guarantee period in accordance with Section 3-13.3 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:
 - (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property, and equipment, and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
 - (b) Financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill); and

- (c) A claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved, the Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
- (a) The Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
 - (b) The insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees, and volunteers; or
 - (c) The Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. Insurer Financial Rating. Insurance companies providing insurance hereunder shall be rated A-VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. Notices to City of Cancellation or Changes. Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. Commercial General Liability. Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion,

collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 3-13.3 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: \$1,000,000 per occurrence / \$2,000,000 aggregate / \$2,000,000 products-completed operations.

7.10. **Business Automobile Liability.** Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with \$1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation.** Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **\$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance.** The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. **BONDS.** The Contractor shall provide two surety bonds. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a separate satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop payment notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop payment notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its Surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least five (5) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. **General.** To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, and all of their respective officials, officers, directors, employees,

commission members, representatives and agents (“Indemnitees”), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop payment notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor (“Indemnity Claims”). Such Indemnity Claims include, but are not limited to, claims for:

- A. Any activity on or use of the City’s premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor’s warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City’s Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by the Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;

- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights, or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
- P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless exclude only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 10. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. **Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. **Intent of Parties Regarding Scope of Indemnity.** It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity, or hold harmless provisions in the Contract Documents are found to be ambiguous or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. **Waiver of Indemnity Rights Against Indemnitees.** With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. **Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 10. Contractor further agrees to ensure that each subcontractor will execute a separate Letter of Assent to the terms of the CWA if the total project cost is \$1,000,000 or more and will fully indemnify the City for any claims or losses which result from a Subcontractor's failure to adhere to the terms of the CWA on this project.

10.7. **No Limitation or Waiver of Rights.** Contractor's obligations under this Paragraph 10 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 10 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. **Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 10 are binding on Contractor's and its Subcontractors' successors, heirs, and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. **SUCCESSORS AND ASSIGNS.** The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in

the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

Attachment: Agreement with All American Asphalt (5948 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN

CITY OF MORENO VALLEY, a Municipal Corporation

ALL AMERICAN ASPHALT

BY: _____
Mike Lee, City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

Attachment: Agreement with All American Asphalt (5948 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN

**AGREEMENT FOR PROFESSIONAL CONSULTANT
GEOTECHNICAL AND MATERIAL TESTING SERVICES FOR
CITYWIDE PAVEMENT REHABILITATION PROGRAM FY 26/27 TO FY 30/31
(LOCAL STREETS)
PROJECT NO. 801 0090**

This Agreement is made and entered into this ____ day of _____ 2022 ("Effective Date") by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **G3 Quality, Inc.**, a California corporation, hereinafter described as "Consultant."

RECITALS

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

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

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

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

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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0090

DESCRIPTION OF SERVICES

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

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit B attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposals (Exhibit A) shall take precedence over the Consultant's Proposal.

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

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$205,497.00 in accordance with the payment terms provided on Exhibit D attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

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

6. The Consultant shall perform the work described on Exhibits A and B in accordance with the start date as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through **December 30, 2023**, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0090

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

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

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0090

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

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

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0090

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

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

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

This section shall survive termination or expiration of this Agreement.

15. Insurance.

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

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0090

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

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

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

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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0090

of any services by the subcontractor.

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

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

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

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

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

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0090

this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

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

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

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

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carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

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

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

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0090

maintained by the Consultant for three (3) years following completion of the services under this Agreement.

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

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

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

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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0090

or any rights/benefits hereunder.

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

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

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

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

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

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

AGREEMENT FOR PROFESSIONALCONSULTANT SERVICES – PROJECT NO. 801 0090

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

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

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

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

G3 Quality, Inc.

BY: _____

Mike Lee, City Manager

Date

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Department Head

Date

BY: _____

Name: _____

TITLE: _____

(Corporate Secretary)

Date

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

Attachment: Agreement with G3 Quality Inc (5948 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT

EXHIBIT "A"
City of Moreno Valley



Request for Proposals
Professional Geotechnical and Material Testing Services

Project No. 801 0090

**Citywide Pavement Rehabilitation Program Fiscal Years 26/27 to 30/31
(Local Streets)**

and

Project No. 801 0094

Pavement Rehabilitation for Various Local Streets (CDBG FY 2022-23)

Proposal Due Date:

September 14, 2022 at 2:00 pm, PST

Submit proposal online at:

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

Contact:

Capital Projects Division

Email: techinfo-capproj@moval.org

Phone: (951) 413-3130

I. Invitation

You are hereby invited to submit a Proposal for Geotechnical and Material Testing Services for two (2) projects, Project Nos. 801 0090 and 801 0094, for the City of Moreno Valley. Interested parties may register and download copies of the Request for Proposal (RFP) via City's online vendor portal at:

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

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

NOTE: The proposer shall submit a separate electronic file for their technical proposal and two (2) separate electric files for cost proposals, one cost proposal for each project.

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

II. Schedule of Important Dates

The following dates are critical in order to have the required services start in November 2022.

	DATE	EVENT
1	September 14, 2022	Proposal due date
2	September 30, 2022	Proposals Review and Consultant Selection Complete
3	October 4, 2022	Service Contract Award by City Council
4	November 1, 2022	Start of Service

III. Scope of Services

The City of Moreno Valley seeks the submission of proposals to provide Geotechnical and Material Testing Services for the Citywide Pavement Rehabilitation Program – Local Streets (Project No. 801 0090) and the Pavement Rehabilitation for Various Local Streets – CDBG FY

2022-23 (Project No. 801 0094) for the Capital Projects Division from interested and qualified proposers. The geotechnical and material testing services shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations.

These projects provide pavement rehabilitation and preservation for approximately 580 local street segments throughout the City. The work includes localized pavement repairs; crack sealing; application of Type 2 slurry seal; removal and replacement of asphalt pavement surfaces; installation of permanent traffic video detector; and reestablishment of traffic striping and signs. The work also includes the reconstruction on Grant Street with curbs, gutters, sidewalks and new pavement section. The projects include base bid work items and additive bid work items with a total of 150 working days for the Contractor to complete the construction of Project No. 801 0090 and 80 working days for Project No. 801 0094.

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

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

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

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

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

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

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

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

IV. Community Workforce Agreement:

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

V. Proposal Format

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

The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration

A. Technical Proposal

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

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

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

1. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the City of Moreno Valley.
3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (if needed) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
6. A statement that the Consultant acknowledges to provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. Full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the 'Not-to-Exceed' fee as part of the Cost Proposal, and no additional compensation will be allowed therefor.
7. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns.
8. A statement that the Consultant acknowledges and understands that the Consultant will provide a qualified alternate staff in the event of the primary staff is not able to come to work.
9. A statement that all charges for Consultant services is a "Not-to-Exceed" fee which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
10. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

11. A statement that said hourly rate schedule (which is to be included in the Cost Proposal as required below) is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
12. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
14. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
15. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
16. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
17. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

B. Cost Proposal

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

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

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

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

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

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

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

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

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

VII. PAYMENT TO CONSULTANT AND INVOICING

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

service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.

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

VIII. INSURANCE

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

IX. INDEMNIFICATION

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

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

X. TERMINATION FOR CONVENIENCE OF THE CITY

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

XI. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing the said Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the

Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XII. CONTRACT

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

XIII. GENERAL CONDITIONS

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

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

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

XIV. SELECTION CRITERIA

- A. **The Firm's General Experience and Qualification Information** (20 points) – Information about the company including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.
- B. **Experience of Key Personnel** (60 points) – Background experience of key personnel, credentials and certifications, abilities, familiarity with state and federal procedures and applicable standards and specifications, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies,

and proven track record and depth of understanding/knowledge of the required services.

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

XV. ATTACHMENTS

- A. Non-Collusion Affidavit
- B. Sample Agreement
- C. Community Workforce Agreement
- D. Project No. 801 0090 Construction Plans
- E. Project No. 801 0090 Contract Documents
- F. Project No. 801 0094 Construction Plans
- G. Project No. 801 0094 Contract Documents

Attachment A: Non-Collusion Affidavit

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

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

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

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

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

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

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

By: _____
(signature)

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

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

Attachment: Agreement with G3 Quality Inc (5948 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT



Response to Request for Proposal
Professional Geotechnical and Material
Testing Services for Project No. 801 0090,
Citywide Pavement Rehabilitation Program
Fiscal Years 26/27 to 30/31 (Local Streets)
and Project No. 801 0094, Pavement
Rehabilitation for Various Local Streets (CDBG
FY 2022-23)

September 14, 2022

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September 14, 2022

Proposal No. 2698

City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, California 92553

Subject: Response to Request for Proposals to Provide Professional Geotechnical and Material Testing Services for Project No. 801 0090 Citywide Pavement Rehabilitation Program Fiscal Years 26/27 to 30/31 (Local Streets) and Project No. 801 0094 Pavement Rehabilitation for Various Local Streets (CDBG FY 2022-23)

Dear Selection Committee:

G3 Quality, Inc. (G3) provides the needed experience, knowledge and resources to the City of Moreno Valley to successfully deliver Geotechnical and Material Testing Services for the Citywide Pavement Rehabilitation Program for Local Streets. We are experts in flexible pavements and pavement preservation and understand the significance of overseeing materials testing and field observation on behalf of the City. G3 is dedicated to partnering with the City to ensure the materials incorporated into this year's citywide program meet the contract requirements and preserve the pavement improving mobility for the City's businesses and residents. G3 is aligned with your program to deliver:



The Right Team with Extensive Experience. G3 has partnered with numerous contractors, such as Hardy & Harper and RJ Noble, and construction management firms, such as GK&A, AECOM and FCG in Southern California to assist in delivering successful projects. Through our partnership with GK&A, our team has gained extensive experience working on similar projects including the City of Downey. We have assembled a team of experienced engineers, technical experts, Inspectors, Caltrans-certified materials testers, and laboratory technicians. Our team will be led by project manager, Jordan Roper, PE, who is an expert in quality program management and materials testing with extensive pavement design experience. Jordan will work closely with Chris Gerber, as Quality Program Director, harnessing over 25 years of experience with flexible pavements and pavement rehabilitation programs. Our proposed field inspectors/technicians are experts in the materials testing and inspection field and are highly knowledgeable, experienced and certified individuals with the ability to successfully deliver services to the City.



In-Depth Technical Understanding, Proactive Communication and Meticulous Reporting.

G3 has extensive experience supporting local agencies throughout California to provide inspection, sampling and materials testing services. Our specific expertise with pavement preservation treatments, rehabilitation strategies and major roadway construction consisting of slurry seals, ARHM, HMA and concrete pavements brings decades of experience to the City's consultant team. Our understanding of proper sampling and testing procedures in accordance with either Greenbook, Caltrans, or local assistance procedures manuals provides confidence that we will document and communicate effectively. Our team will provide detailed, timely, and meticulous reports through our electronic reporting system and we are excited to contribute to the success of this project.



Local Resources. Our Caltrans and AASHTO accredited laboratory is located in the City of Redlands, allowing for expedited delivery of samples from the various project sites in the City of Moreno Valley to our laboratory.

G3 looks forward to partnering with the City to deliver a successful, quality, timely, and on-budget project as the City of Moreno Valley makes this historic investment in the infrastructure of its community. Please contact Jordan Roper, PE directly at 562.321.9845 or jroper@g3quality.com for any additional information or questions.

Best Regards,
G3 Quality, Inc.



Chris C. Gerber, President



Jordan Roper, PE, Project Manager

SECTION 1

Approach & Understanding

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APPROACH & UNDERSTANDING

COMPANY OVERVIEW

G3 Quality, Inc. (G3) is a California-based, Small Business that has provided Quality Management, Engineering, Inspection, and Materials Testing Services since 2013. We have successfully implemented Quality Programs on some of the most complex infrastructure projects throughout California, including pavement rehabilitation and preservation projects. Our team of over 125 full time technical staff include licensed engineers, construction inspectors, certified material testers and laboratory technicians that are specifically experienced in infrastructure projects. G3 brings materials engineering and quality management experts to the City of Moreno Valley that are leaders in materials innovation, sustainable design and are highly knowledgeable in construction inspection and materials testing.

G3 operates from its corporate office in Cerritos, California and additional laboratories and offices located in Redlands, Bakersfield, and Sacramento. **Located within minutes of the project sites, our local Redlands laboratory will provide exceptional service and response time due to its close proximity.** Our laboratory is accredited by Caltrans and AASHTO Resource for Quality Management Systems, including R-18, ASTM D3666, C1077, D3740, and E29. G3 also maintains fully integrated mobile laboratories to enhance project specific quality programs.

PROJECT UNDERSTANDING

G3 understands that the City of Moreno Valley desires to partner with a qualified firm to provide geotechnical and materials testing services for the rehabilitation and preservation of approximately 580 local street segments throughout the City and that the work includes localized pavement repairs; crack sealing; application of Type 2 Slurry Seal; removal and replacement of asphalt pavement surfaces; installation of permanent traffic video detector; and reestablishment of traffic striping and signs. It is our understanding that the work also includes reconstruction on Grant street with curbs, gutters, sidewalks and new pavements sections. G3 understands material sampling and testing services will include:

Material Sampling and Testing Services	Pre-production testing of slurry seal
	Production testing of slurry seal
	Construction observation and testing of aggregate base and subgrade materials
	Testing of Hot Mix Asphalt (HMA) / Asphalt Rubber Hot Mix (ARHM) and placement observation
	Testing of Portland Cement Concrete (PCC)

Based on our long-term experience providing geotechnical and materials testing services on road rehabilitation projects throughout California, we are confident G3 will provide value to the City in supporting your Citywide Pavement Rehabilitation Programs for local streets. Our experience on recent, similar projects brings the knowledge, work flow and technical expertise to successfully ensure a successful project. G3's services will be led by Jordan Roper, PE, who will provide materials control and technical support throughout the projects. His knowledge and experience with Caltrans and local agency projects and specifications allow him to lead the inspection and materials testing staff effectively. Jordan's experience allows him to develop and manage a QA testing budget that complies with local and federal requirements while working within the contractors schedule. **As Project Manager, Jordan is committed to the successful delivery of any project task and is ready to proactively begin working with you.** G3's credentialed inspectors and as needed materials testers will be utilizing real time reporting technology proprietary to G3 which enables real time information sharing, eliminating materials acceptance and inspection delays.

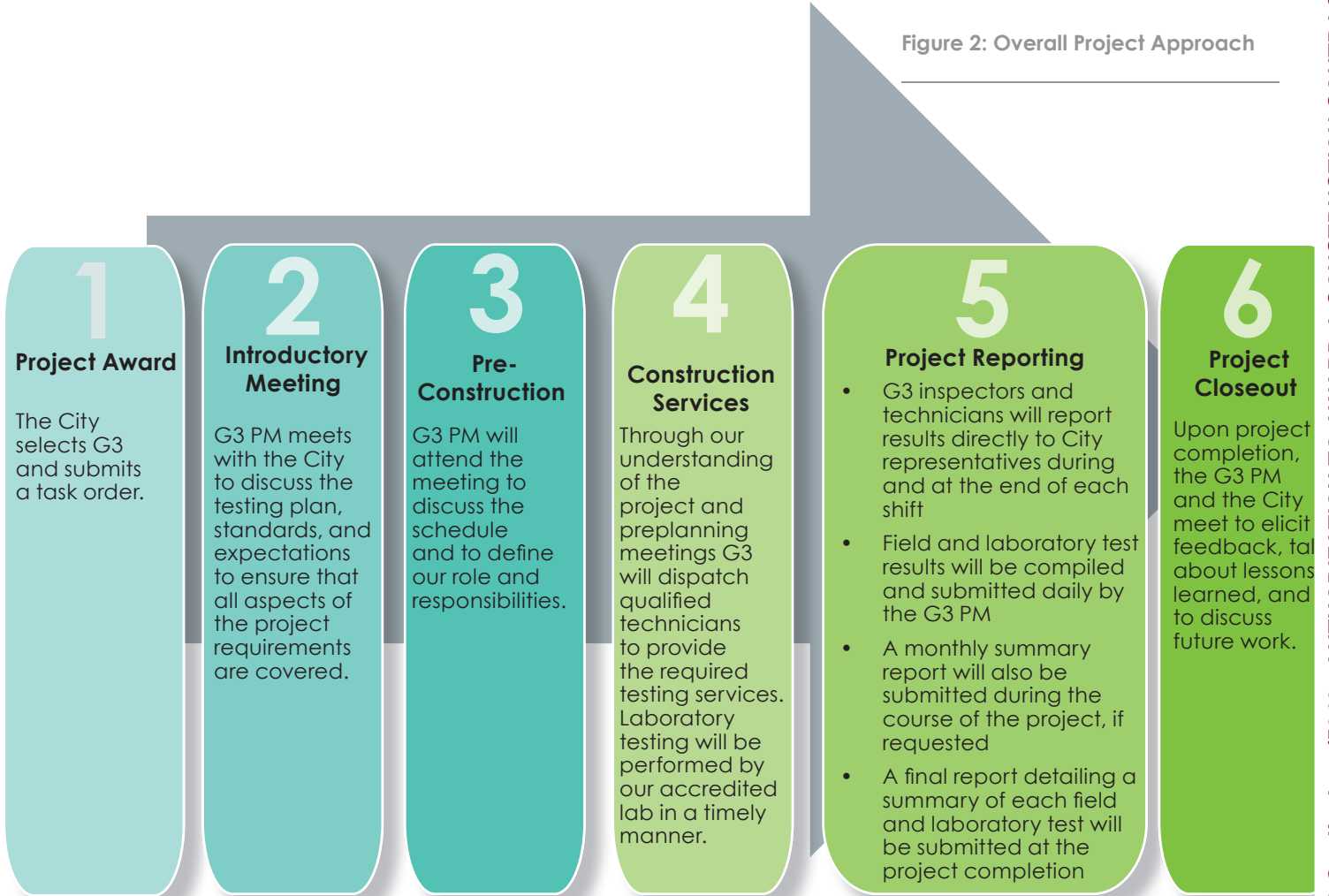




PROJECT APPROACH

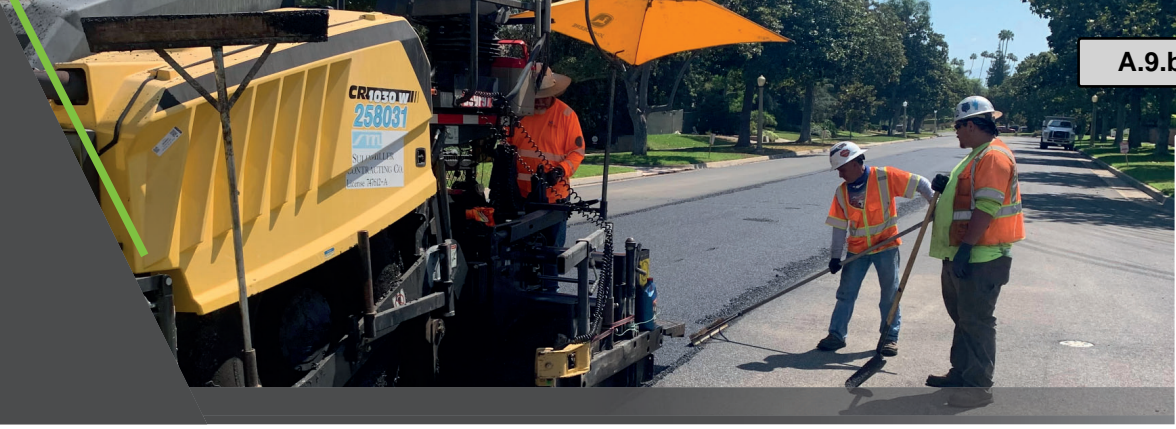
G3 is highly qualified to partner with the City to rehabilitate the local street segments identified in the City's plans and specifications. We offer an experienced team with the knowledge and experience in geotechnical and materials testing services to successfully delivery your project. **Our team is dedicated to the delivery of these City projects and will work diligently with your staff to create a culture of teamwork and collaboration that leads to project success.** Figure 2 below illustrates our overall project approach and outlines the quality control measures to ensure delivery of a quality product on time and within budget that provides a cost efficient, timely and predictable execution of work.

Figure 2: Overall Project Approach



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SECTION 2

Scope of Services



SCOPE OF SERVICES

SCOPE OF SERVICES

Below we have provided a detailed scope of services reflecting the methods and procedures our team intends to utilize to provide the required services.



Task 1 – Project Management and Administration

G3 will attend the pre-construction and weekly construction progress meetings, as necessary, and support the City with providing crucial requirements for a successful slurry seal project. Proposed Project Manger, Jordan Roper, PE, will review all project plans, specifications, and special provisions to understand the contract requirements. Jordan will work closely with the City's project manager to understand the work progress and upcoming critical activities. Jordan will provide as-needed technical support.

Based on this constant communication, prior to each activity or materials placement, G3 will hold an internal meeting with the project manager, field inspectors, and technicians to review the specific inspection and materials testing plan for the work, confirm that materials sources and designs have been verified, reviewed, and approved per the specification requirements to ensure the QAP testing frequencies are being followed. This meeting communicates and aligns the quality management and testing team to prepare for project tasks and enforce the project specifications, ensuring that the materials inspected, sampled, and tested will comply. Before materials placement, any preconstruction materials testing required will be completed to confirm the materials arriving at the project site meets project specifications.



Task 2 – Pre-Production Testing of Slurry Seal

G3 will provide pre-production testing of slurry seal mix, including design verification, calibration and testing, to ensure the proposed materials delivered to the site comply with project specifications.

G3's locally Caltrans and nationally AASHTO accredited laboratories are locally capable to perform the required materials tests for your projects. In addition, **our laboratory has a strong reputation with Caltrans and the industry for providing accurate, reliable and timely results.** We will sample materials based on the City's requirements, as well as the local assistance procedures manual testing frequencies, to ensure that the proper acceptance testing is being performed. Testing includes:

- Mix design conformance testing on the aggregate, emulsion, and accelerator/retardant
- Emulsion testing to determine particle charge, distillation, percent residue, and viscosity SSF
- Aggregate testing to determine the washed gradation and determining sand equivalents

The mix design test results will be reviewed by Jordan Roper, PE, a California registered Civil Engineer.

Task 3 – Production Testing of Slurry Seal

G3 will provide materials inspection and testing for slurry seal operations to ensure that all work complies with the approved construction documents and applicable codes and regulations. Our proposed field inspection staff understand the specific slurry procedures to ensure the materials meet the City's requirements. The field inspectors will verify that the slurry is spread evenly per standard requirements.

Material samples will be collected and tested for percent emulsion, percent residual asphalt, consistency, and wet track abrasion. Each inspector utilizes electronic reporting systems to notify the project team of any issues in real time. As such, documentation of the test results will be made available immediately for the City, followed by hard copies of the reports as requested.

 **Task 4 – Construction Observation and Testing of Aggregate Base and Subgrade Material**

During construction of the subgrade and aggregate base layers, we will provide a qualified pavement inspector to ensure the layers are moisture conditioned, uniform and compacted above minimum relative compaction and is ready to support a new pavement layer.

The inspector will observe any scarification and re-compaction processes of the subgrade materials, and observe the placement process of the aggregate base. Along with these critical items, G3's proposed inspectors are qualified to document and ensure compliance with the contract documents.

 **Task 5 – Testing of HMA/ARHM and Placement Observation**

We will provide an experienced and qualified pavement inspector to provide these services for the HMA/ARHM placement. During construction, our field inspector will meet each shift with the City's representative to discuss the day's operations. Each inspector utilizes electronic reporting systems to notify each other of any issues in real time. Materials will be sampled at the established sampling frequencies and tested at our laboratory facility. Should a non-compliant issue arise, the inspectors will notify Jordan Roper, PE—your Project Manager—of the issue. Jordan will then notify the City. Each non-compliant issue will be recorded and full reports will be made available to the City. The inspector will provide HMA/ARHM placement inspection, as discussed below.

HMA / ARHM Pavement Inspection

The inspection observations from activities below will be presented in a daily inspection report along with any applicable field testing information. Inspection activities include:

- 1 Pre-pave pavement inspection for any deficiencies and verify compliant ambient temperature suitable for paving
- 2 Verify limits of pavement and quantity of materials ordered with the Foreman
- 3 Verify proper mix design, source and equipment is onsite for the days paving
- 4 Partner with the City's Inspector to review traffic control, resident or business access and address any concerns
- 5 Verify the correct mix is being delivered to the project and within the specified delivery temperatures
- 6 Monitor the materials transfer to the paving machine
- 7 Monitor the pavement thickness is properly set and the lines and grades are set for compliant pavement thickness at gutter or match lines
- 8 Verify proper compaction equipment is being utilized and consistent rolling procedures are implemented by the contractor
- 9 Inspect and continuously monitor workmanship
- 10 Monitor compaction of HMA / AHRM lift with a calibrated nuclear gauge



Task 6 – Testing of PCC

G3 inspectors will review mix designs and perform testing on PCC materials to be used for access ramps reconstruction. Our team includes certified inspectors and technicians who will verify concrete air content, unit weight, and slump/penetration during PCC Placement and cast concrete samples for strength testing to comply with project specifications.



PROJECT REPORTING

G3 understands that communication is a key component to providing high quality project reporting deliverables and ensuring project effectiveness. We value clear communication throughout each project lifecycle, which includes:

- **Field and laboratory tests results** which are compiled and submitted daily by the G3 Project Manager, Jordan Roper, PE. The daily reports also include quality assurance reports during laydown operations detailing the field recommendations.
- **Daily shift results** which are provided directly to City representatives by G3 inspectors and technicians during and at the end of each shift. The daily reports detail the construction activities for the day, limits of construction, testing conducted, and any non-compliances.
- **A monthly summary report** may also be submitted during the course of the project, if requested.
- **A Final report** detailing a summary of each field and laboratory test which will be submitted at the project completion.
- **Project budget tracking** and management to ensure the project stays within the not-to-exceed budget.

PROJECT CHALLENGES AND OPPORTUNITIES

G3 has thoroughly reviewed the RFP for the Pavement Rehabilitation Program and foresees the challenges and opportunities identified in the table below.

Table 2. Project Challenges and Opportunities

CHALLENGE	MITIGATIONS AND OPPORTUNITIES
Desire for continual communication of work progress and any and all issues arising during construction.	<ul style="list-style-type: none"> • G3's approach of preconstruction planning will eliminate any inspection and testing confusion during the crucial phases. • Our technological reporting approach will allow for non-conformities to be communicated to the project team immediately so they can be addressed. • Should a non-compliant issue arise during any phase of the rehabilitation, the inspectors will notify Jordan Roper and the engineer's representative immediately and clearly document issues in daily and weekly reports.
Timely resolution of resident-related issues during the project phase scheduled and allowable disruption to roadway operation	<ul style="list-style-type: none"> • G3's approach of preconstruction planning and proactive communication will reduce disruption to roadway operation. • In the event of resident-related issues during the project phase, G3 will notify and work with the City to resolve issues.



Table 2. Project Challenges and Opportunities

CHALLENGE	MITIGATIONS AND OPPORTUNITIES
Potential unsuitable soils	<ul style="list-style-type: none"> G3 understands the role that the subgrade surface plays in supporting pavement. Areas that exhibit fatigue distress or potholing are often due to poor subgrade issues. G3 will monitor the subgrade material in these areas to ensure the subgrade can support the pavement. G3 engineers can provide subgrade stabilization recommendations in a timely manner if poor soil conditions are encountered.

QUALIFICATIONS

G3 is highly experience and qualified in providing the services required by the City, below we have detailed our qualifications relevant to the scope of services for this project.



Slurry Seal Inspection and Testing

G3 understands the importance of the design and use of high quality slurry seal to extend the lifespan of pavements. We have the experience and knowledge of performing pre-production testing of slurry seal mix designs, which includes testing the aggregate, emulsion, and accelerator/retardant. We measure the particle charge, distillation, percent residue, and viscosity SSF, washed gradation, sand equivalents, consistency, and wet track abrasion.

G3 also performs production testing of asphalt emulsion to test the residual asphalt, consistency, and wet track abrasion. During construction activities, G3 performs placement observations, extracts samples, and conducts materials testing for compliance.



Onsite Materials Testing and Inspection

G3 provides field inspectors and technicians who are local to your project, are multi-certified, and highly qualified individuals that take pride in the success of each project. As a Local 12 Operating Engineers signatory firm, all our field inspectors and testers are G3 employees. They abide by the G3 way and our company's values providing a true project partnership every day on your project. They are the foundation of our field services and take pride in their work.

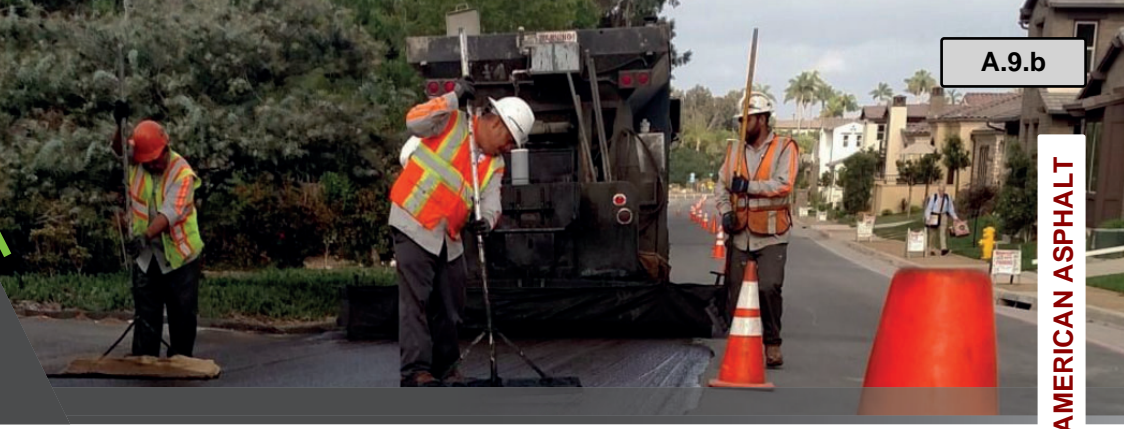
Our field services department specializes in providing inspection and testing services for some of the most complex and challenging infrastructure projects. Our inspectors and technicians are Caltrans, ACI, CWI, AWS, and ICC certified professionals.



Laboratory Testing Services

G3 prides itself in its materials testing capabilities through its state-of-the-art and efficient laboratories. **Each laboratory is accredited by Caltrans, AMRL, CCRL, and Army Corps of Engineers.** The testing equipment is routinely calibrated and maintained to the highest standards. In addition, G3 utilizes a fully electronic and traceable workflow process efficiently logging, testing and reporting materials testing data through our laboratory information management system QualityConnect™. QualityConnect™ is G3's custom software application that delivers intricate laboratory testing data in real time to our clients. G3's laboratories are fully accredited and capable of performing the required tests under this request for proposal.

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SECTION 3

Project Team

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PROJECT TEAM

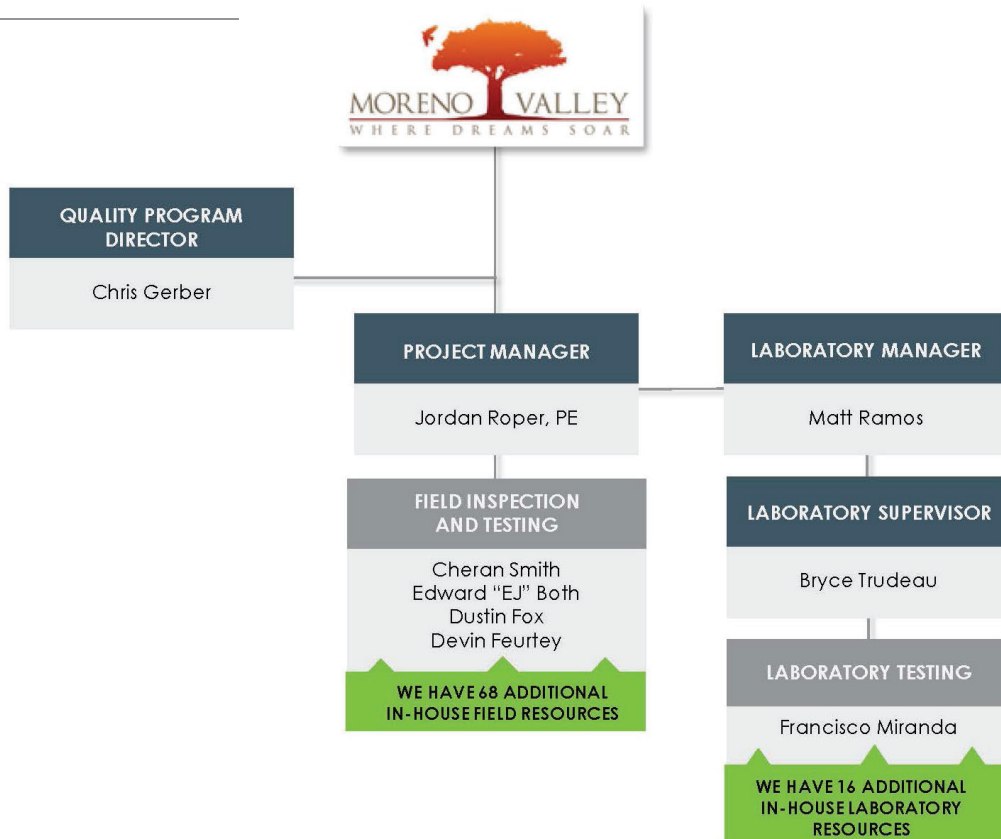
The organization chart below (Figure 3) illustrates our team structure, including our experienced senior project manager, Jordan Roper, PE. He will be responsible for the delivery of services listed in the City's scope and will be the main Point of Contact for the day-to-day operations for the project services. Our team of over 125 full time technical staff include licensed engineers, construction inspectors, certified materials testers and laboratory technicians that are specifically experienced in Caltrans and local agency infrastructure projects. **Our effective, efficient resources afford us the ability to quickly respond to the complex work schedule, including simultaneous projects and night and weekend shifts.**

The value G3 brings to the City's projects is best described by its availability and vast experience of its technical experts. The following pages provide brief biographies of team members that provide the City with resources to successfully deliver your projects. **The G3 team will partner with the City with the common goal of high quality, on time and on budget project delivery.**

Resumes are provided in Appendix A. As requested in the RFP, project personnel will not be changed without prior written approval from the City. **Our project team is 100% committed to the City for the duration of the program and project tasks.**

Our workload is managed in such a way that we can quickly mobilize, even in an emergency scenario. We understand that project work doesn't always happen between "nine to five," and we're ready to work with you and communicate consistently. We are accustomed to staffing around construction schedules and will be responsive to all potential night and weekend work.

Figure 3: Organization Chart





11 years

JORDAN ROPER, PE | PROJECT MANAGER

Jordan is a Professional Engineer with specific expertise in Quality Assurance Program Management, Pavement Evaluation and Design. He has over 11 years of experience providing geotechnical engineering and materials testing services and has experience on similar projects such as the City of Rialto 2020/2021 Street Overlay and Reconstruction Program. Jordan specializes in materials inspection and testing for HMA, ARHM, and slurry projects. As a result of Jordan's experience and relationships with many local contractors and construction management firms, he is able to effectively manage a wide range of projects. **As Project Manager, Jordan will apply his expertise to ensure materials are in compliance with the required specifications and all projects are completed on time and within budget. Jordan is dedicated to this project and commits to being in close contact with the City to ensure project needs are met and any issues that arise are addressed.**



24 years

CHRIS GERBER | QUALITY PROGRAM DIRECTOR

Chris has 24 years of experience with public works infrastructure projects focused on pavement preservation, resurfacing, reconstruction, quality assurance and quality control services throughout California. As G3's founding principal, Chris is leading the development of the company's strategic vision, business operations, technical capabilities and business growth. Chris is focused on building the business into a sustainable, fun and rewarding work environment while providing innovative quality control and quality assurance programs. As an industry expert in the field of HMA and quality programs within the infrastructure construction market, Chris has managed iconic infrastructure projects such as the I-710 Long Life Pavement Rehabilitation, Wake Island Runway Replacement, Metro Exposition Light Rail program, LAX Major airfield improvements, various city/county quality assurance programs as well as complex infrastructure quality programs for design-build and design-bid-build projects. **Chris is fully committed to the success of the project. As Quality Program Director, Chris will work closely with Jordan and apply his knowledge and extensive experience with a multitude of QA projects to ensure that the project components are completed on-time and within specifications.**



22 years

MATT RAMOS | LABORATORY MANAGER

Matt has over 22 years of laboratory and quality management experience specializing in testing of aggregate, soils, binders, concrete and hot mix asphalt. He oversees all aspects of laboratories accreditation activities as well as preparation of quality control programs; assists in the development of hot mix asphalt and concrete mix designs. In addition to his laboratory experience, Matt has managed a wide-range of projects including local interchanges, major highway construction including state and federal projects, port construction, and FAA airfield construction. Matt utilizes his extensive laboratory and project knowledge to deliver timely, innovative and client-focused solutions. His leadership in laboratory quality management, client relations, and technical development make him our ideal Laboratory Manager. **As the Laboratory Manager, Matt will perform final test data review, distribute test data to the project team and log testing frequencies in accordance with the relevant quality program.**



CHERAN SMITH | FIELD INSPECTOR / TECHNICIAN

Cheran is a qualified inspector with 9 years of certified testing and inspection experience. Prior to joining G3, Cheran provided Type I and Type II slurry inspection and sampling services throughout the Cities of Anaheim and San Bernardino. She is well versed in providing pre-production and production testing inspection and testing of slurry seal and AHRM and is familiar with state and federal procedures and applicable standards and specifications. Cheran is experienced in providing quality control and quality assurance services for various projects in the region and has established and maintained strong working relationships with many local contractors as a result of this experience. In addition to fostering clear and consistent communication, these relationships ensure the project runs smoothly, resulting in huge benefits for the City. **Cheran will use her extensive background to ensure construction activities are performed per project plans and specifications. She will document activities, noting non-compliances, and make sure the sampling and testing are performed at the correct frequencies. Cheran will deliver precise materials testing data and promptly report the results, contributing to a well informed team and eliminating any materials acceptance and inspection delays.**



EDWARD "EJ" BOTH | FIELD INSPECTOR / TECHNICIAN

EJ has more than 11 years of field and laboratory technician experience specializing in testing of soils, aggregates, concrete, and asphalt. Prior to joining G3, EJ provided Type I slurry inspection and sampling services for the cities of Santa Clarita, Thousand Oaks, Agoura Hills, and Moreno Valley. As a field tester, EJ oversees construction activities and performs field testing and sampling as required. He has acted as the lead inspector on various SBCTA and Caltrans projects and is experienced with materials sampling and testing services for subgrade, aggregate base, HMA compaction, and slurry and all applicable procedures, standards and specifications. EJ has served in both quality control and quality assurance roles for various projects in the region and has successfully established and maintained strong working relationships with many local contractors. As a result of these relationships, the City benefits from clear and consistent communication as well as smooth execution of the project. **EJ will utilize his extensive field knowledge to observe construction activities and perform applicable field testing, including compaction, consistency and time of set of slurry, and application rate.**



DUSTIN FOX | FIELD INSPECTOR / TECHNICIAN

Dustin is a qualified infrastructure inspector, tester, and quality control manager with 15 years of experience in Caltrans highway construction. He is highly knowledgeable in the materials testing of soils, aggregates, PCC, concrete, HMA, ARHM, and asphalt in accordance with ACI and Caltrans standards. Dustin is experienced in providing quality control and quality assurance services allowing him to develop and retain strong working partnerships with many local contractors. These partnerships ensure the City has clear and consistent communication and efficient project execution. **Dustin will apply his experience and extensive knowledge with materials testing services to ensure slurry seal, HMA, ARHM, and PCC materials are in compliance with the project specifications.**

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DEVIN FEURTEY | FIELD INSPECTOR / TECHNICIAN



Devin has 8 years of construction inspection experience, providing materials testing of soils, aggregates, PCC, concrete, HMA, AHRM, and asphalt in accordance with ACI and Caltrans standards. As a roadway inspector, he oversees highway overlay and construction activities, and performs inspection duties to include plan and specification review, scheduling of materials sampling, and preparation of non-compliance reports. Devin has extensive experience with HMA/ARHM mix designs

for slurry and overlay using Superpave method, Hveem compaction method, and Marshall compaction method. Through his experience in quality control and quality assurance roles, Devin has developed and maintained strong working relationships with many local contractors. As a result of these relationships, the City benefits from clear and consistent communication as well as smooth execution of the project. **Devin will provide inspection and materials testing for slurry seal pre-production and production, and will certify the materials meet contract specifications. He will observe construction activities and provide thorough documentation.**

BRYCE TRUDEAU | LABORATORY SUPERVISOR



Bryce has over 19 years of field and laboratory materials testing and inspection experience specializing in testing of soils, aggregates, concrete, masonry block and asphalt. Bryce has also served as a Field Inspector and has extensive experience performing inspection and testing for Continually Reinforced Concrete Pavement (CRCP), Hot Mix Asphalt (HMA), soils, aggregate bases and Jointed Plain Concrete Pavement (JPCP). His knowledge of both field inspection and laboratory materials testing make

him the ideal Laboratory Manager for your program. Bryce is responsible for maintaining our laboratory accreditations, calibrations of equipment and the training and management of all laboratory staff. **As the Laboratory Supervisor, Bryce will schedule and coordinate all required testing and report and distribute test data to our Project Manager.**

FRANCISCO MIRANDA | LABORATORY TESTING TECHNICIAN



Francisco is a qualified laboratory technician with four years of experience performing materials testing. Francisco has a strong understanding of soils, aggregates, concrete, and asphalt testing with the ability to successfully interpret specifications for testing requirements. Francisco's technical knowledge combined with his experience enables him to provide a high level of laboratory testing services. **Francisco will perform all required**

laboratory testing and will communicate all results with Bryce in a timely and efficient manner.

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SECTION 4

Similar Projects



4

SIMILAR PROJECTS

EXPERIENCE WITH COMPARABLE WORK

G3 is highly qualified for this program due to our in-depth experience with quality management programs, pavement design, laboratory mix designs, various sustainable pavement materials testing and design, inspection and materials testing per local agency, Caltrans, and Federal standards. Table 1 provides a list of comparable work. **Our team will draw from knowledge gained from our project experience to guide each task toward a successful delivery that is on time and within budget.**

Table 1: Listing of Comparable Work



Project Name Owner	PROJECT FEATURES							
	Construction Inspection Services	Slurry Seal Placement /Cool Pavement	Compaction Monitoring, Testing – Soil, Pavement, and Asphalt Concrete	Engineering Characteristics and Index Properties of Soils and Asphalt Concrete	Material Sampling and Field Testing	Pavement Rehabilitation	Local Streets	Arterial and Collector Streets
Foster Bridge Boulevard Pavement Rehabilitation City of Downey	●	●	●	●	●	●		●
CIP 22-15 Residential Street Pavement Rehabilitation City of Downey	●	●	●	●	●	●	●	
CIP 22-02 Residential Street Pavement Rehabilitation, Area 10 City of Downey	●	●	●	●	●	●	●	
3rd Street Pavement Rehabilitation City of Downey	●	●	●	●	●	●		●
On-Call Materials Testing, Pavement Mix Design, and Inspection Services Los Angeles County Department of Public Works	●	●	●	●	●	●		●
22814 LACDPW Palmdale Boulevard County of Los Angeles	●		●	●	●	●		●
20-9271 Street Rehabilitation Program City of San Marino	●		●		●	●	●	●
Caltrans District 7, Interstate 5 North / Empire Avenue Improvements Los Angeles County Metropolitan Transportation Authority	●		●	●	●	●		●
Lancaster Revive 25 City of Lancaster	●		●	●	●	●		●
On-Call, Pavement Spec Writing Port of Long Beach	●		●	●	●	●		
Materials Testing Services for FY 14-15 Bridge Preventative Maintenance Program City of Santa Clarita	●		●	●	●	●		
Annual Overlay Program 2016-2017 City of Santa Clarita	●		●	●	●	●		●
Route 241 Tolling Project Transportation Corridor Agency	●					●		
216th Street Emergency Repair City of Carson	●					●		●

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SECTION 5

Resource Allocation Matrix



RESOURCE ALLOCATION MATRIX

Below we have provided a resource allocation matrix detailing the tasks for each proposed individual and the number of hours associated with each task.

PROJECT 801 0090 – CITYWIDE PAVEMENT REHABILITATION PROGRAM FISCAL YEARS 26/27 TO 30/31 (LOCAL STREETS)

TASK	DESCRIPTION	FIRM	Project Manager	Project Director	Materials Tester	TOTAL HOURS
TASK 1 - Project Management and Administration						
1.1	Pre-Construction Meeting Attendance and Materials Submittal Reviews	G3	12	0	0	12
1.2	Onsite Evaluation	G3	0	8	0	8
1.3	Construction Meetings (Assume 2 per month for 6 months)	G3	12	0	0	12
SUBTOTAL Task 1			24	8	0	32
TASK 2 - Pre-Production Testing of Slurry Seal						
2.1	Slurry Seal Sampler (Assume 1 technician, 8 hours/day for 2 days)	G3	0	0	16	16
2.2	Field Review, Compliance, Daily Reports, Documentation	G3	4	0	0	4
SUBTOTAL Task 2			4	0	16	20
TASK 3 - Production Testing of Slurry Seal						
3.1	Slurry Seal Operation (Assume 1 technician, 8 hours/day for 45 days)	G3	0	0	336	336
3.2	Compliance, Daily Reports, Documentation	G3	42	0	0	42
3.3	Field Review	G3	0	11	0	11
SUBTOTAL Task 3			42	11	336	389
TASK 4 - Construction Observation and Testing of Aggregate Base and Subgrade Material						
4.1	Aggregate Base and Subgrade Compaction (Assume 1 technician, 8 hours/day for 20 days)	G3	0	0	80	80
4.2	Compliance, Daily Reports, Documentation	G3	10	0	0	10
4.3	Field Review	G3	0	3	0	3
SUBTOTAL Task 4			10	3	80	93
TASK 5 - Testing of HMA/ARHM and Placement Observation						
5.1	HMA/ARHM Placement Operation (Assume 1 technician, 8 hours/day for 45 days)	G3	0	0	336	336
5.2	Compliance, Daily Reports, Documentation	G3	42	0	0	42
5.3	Field Review	G3	0	11	0	11
SUBTOTAL Task 5			42	11	336	389
TASK 6 - Testing of PCC						
6.1	PCC Placement Operation (Assume 1 technician, 8 hours/day for 15 days)	G3	0	0	40	40
6.2	Compliance, Daily Reports, Documentation	G3	5	0	0	5
6.3	Field Review	G3	0	2	0	2
SUBTOTAL Task 6			5	2	40	47
TOTAL			127	35	808	970



PROJECT NO. 801 0094 – PAVEMENT REHABILITATION FOR VARIOUS LOCAL STREETS (CDBG FY 2022-23)

TASK	DESCRIPTION	FIRM	Project Manager	Project Director	Materials Tester	TOTAL HOURS
TASK 1 - Project Management and Administration						
1.1	Pre-Construction Meeting Attendance and Materials Submittal Reviews	G3	4	0	0	4
1.2	Onsite Evaluation	G3	0	2	0	2
1.3	Construction Meetings (Assume 2 per month for 6 months)	G3	4	0	0	4
SUBTOTAL Task 1			8	2	0	10
TASK 2 - Pre-Production Testing of Slurry Seal						
2.1	Slurry Seal Sampler (Assume 1 technician, 8 hours/day for 2 days)	G3	0	0	8	8
2.2	Field Review, Compliance, Daily Reports, Documentation	G3	2	0	0	2
SUBTOTAL Task 2			2	0	8	10
TASK 3 - Production Testing of Slurry Seal						
3.1	Slurry Seal Operation (Assume 1 technician, 8 hours/day for 45 days)	G3	0	0	96	96
3.2	Compliance, Daily Reports, Documentation	G3	12	0	0	12
3.3	Field Review	G3	0	4	0	4
SUBTOTAL Task 3			12	4	96	112
TASK 4 - Construction Observation and Testing of Aggregate Base and Subgrade Material						
4.1	Aggregate Base and Subgrade Compaction (Assume 1 technician, 8 hours/day for 20 days)	G3	0	0	32	32
4.2	Compliance, Daily Reports, Documentation	G3	6	0	0	6
4.3	Field Review	G3	0	2	0	2
SUBTOTAL Task 4			6	2	32	40
TASK 5 - Testing of HMA/ARHM and Placement Observation						
5.1	HMA/ARHM Placement Operation (Assume 1 technician, 8 hours/day for 45 days)	G3	0	0	48	48
5.2	Compliance, Daily Reports, Documentation	G3	6	0	0	6
5.3	Field Review	G3	0	2	0	0
SUBTOTAL Task 5			6	2	48	56
TASK 6 - Testing of PCC						
6.1	PCC Placement Operation (Assume 1 technician, 8 hours/day for 15 days)	G3	0	0	16	16
6.2	Compliance, Daily Reports, Documentation	G3	2	0	0	2
6.3	Field Review	G3	0	0	0	0
SUBTOTAL Task 6			2	0	16	18
TOTAL			36	10	200	246

Attachment: Agreement with G3 Quality Inc (5948 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT

6

SECTION 6

References



A.9.b

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REFERENCES

"Cool Pavements" Pilot Program, Los Angeles, California

Owner/Client: Los Angeles County Department of Public Works

PROJECT DURATION: 2017 to Current

REFERENCE

Los Angeles County Department of Public Works
Yonah Halpern, PE, GE, Civil Engineer
900 S Fremont Avenue | Alhambra, California 91803
626.458.1731 | YHalpern@dpw.lacounty.gov

As part of the as-needed materials testing, pavement mix design, and inspection services contract, G3 provided consultation services for the LA County "Cool Pavements" Pilot Program in Covina. The program aimed to measure the effectiveness



of "cool pavements", which are special light-colored coatings that are applied to pavement surfaces to reflect sunlight and stay cooler than traditional road pavements. G3 developed the project specifications to test four different coatings around the city and measure the cooling effects, longevity of coatings, and cost effectiveness.

The Project Specifications that G3 developed for this project has been adopted by LACDPW as standards to use on all other Cool Pavement projects. G3 provided pre-placement laboratory testing of the four "cool pavement" products and conducted site visits to evaluate the existing condition of the roadways that would receive application. During placement, G3 provided inspection, sampling and testing of the products. The inspection activities included monitoring the surface preparation and cleaning, the product mixing and proportioning, observing the product placement, noting the application area, product set time and consistency. G3 also sampled and tested the products for flow, set time, and wet track abrasion. After the product placement, G3 conducted site visits to monitor the performance of the "cool pavement" products. Our engineers would note cracking, visual appearing, and skid resistance of the surface. G3 provided a summary report that included data collected during the pre-placement, placement and post placement activates up to a year after placement to provide our conclusion as to the performance of the products.

2020/2021 Street Overlay and Reconstruction Program, Rialto, California

Owner: City of Rialto | Client: AECOM

PROJECT DURATION: 2021 to Current

REFERENCE

AECOM | Nazem Moussa, PE, CCM, MSCE, Project Manager
999 W. Town & Country Road | Orange, California 92868
714.261.1218 | nazem.moussa@aecom.com

As part of the project team assisting the City of Rialto with the 2020/2021 Street Overlay and Reconstruction Program, G3 is providing as-needed Quality Assurance technical consulting, materials sampling



and testing services for CCPRACP, FDR, ARAM, ARHM, HMA and JPCP materials. Our fully certified lab, in close proximity to the project, allows for quick turnaround on tests when new conditions are encountered. If the contractor experiences difficulty obtaining compaction, our key team members are able to quickly mobilize at the project site and provide guidance to get the project back on track. Additionally, our project team is in constant communication with the client and city inspector to ensure that their expectations are being met.

Residential Street Pavement Rehabilitation Areas 1 and 10 (CIP 22-15 and CIP 22-02) Downey, California | Owner: City of Downey | Client: GK & Associates

PROJECT DURATION: 2022 to Current

REFERENCE

GK & Associates | Ghazala Khan, President
3333 Brea Canyon Road, Suite 120 | Diamond Bar, California 91765
909.595.1940 | gkhan@gkandassociates.com

G3 is assisting the City of Downey with pavement rehabilitation of various streets in Areas 1 and 10, respectively the northwest and southwest section of the City. Our



scope includes materials testing and inspection for the application of slurry seal, reconstruction of failed pavement areas, cold milling of asphalt pavement, construction of asphalt concrete leveling course, base course and ARHM overlay; reconstruction of curb, gutter, cross gutters, sidewalk, driveway approach and curb ramps; and localized pavement repairs. G3 is providing inspection, materials sampling, and testing services for sub-grade, aggregate base, emulsified asphalt, HMA, ARHM, PCC, and compaction. G3 reviews the mix designs and ensures the project materials are compliant through field and laboratory testing for consistency, viscosity, washed gradation, sand equivalents, binder content, gradation, and volumetric properties. G3 also performs placement observations of the construction activities and tests for compliance with the project specifications.

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SECTION 7

Compliance Statements



#TheG3way

SILVERADO

Attachment: Agreement with G3 Quality Inc (5948 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT

7 COMPLIANCE STATEMENTS

1. This RFP is incorporated in its entirety as a part of the G3's proposal.
2. We understand that this RFP and our proposal will jointly become part of the Agreement for Professional Consultant Services for this project when the Agreement is fully executed by G3 and the City of Moreno Valley.
3. G3's services and fees will be in accordance with the City's RFP.
4. We have included an "Additions or Exceptions" section in our proposal which clarifies that G3 Quality, Inc. does NOT have additions or exceptions to the RFP.
5. Our proposal includes a statement of qualifications applicable to this project, and includes the proposed staff, their qualifications and proposed duties, a listing of recent similar projects completed, and client references. Project personnel will not be changed without prior written approval from the City.
6. G3 acknowledges we will provide all necessary vehicles, equipment, tools, uniforms, all incidentals for the staff member(s) to perform the required services. We understand that full compensation for providing vehicles, equipment, tools, uniforms, all incidentals shall be considered to be included in the "Not-to-Exceed" fee as part of the Cost Proposal, and no additional compensation will be allowed therefore.
7. G3 has included a resource allocation matrix in our proposal according to the RFP requirements.
8. G3 acknowledges and understands that we will provide a qualified alternate staff in the event of the primary staff is not able to come to work.
9. All charges for G3's services is a "Not-to-Exceed" fee which includes conservatively estimated reimbursable expenses.
10. G3 will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
11. The hourly rate schedule is part of G3's proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
12. G3 will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. G3 understands that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations, the strictest shall be adhered to.
14. G3 will allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. We understand that all relevant records shall be retained for at least three years.
15. G3 will comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
16. G3 will comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
17. G3 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.

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SECTION 8

Additions or Exceptions to the City's Request for Proposal





ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL

G3 Quality, Inc. has reviewed the Sample Professional Services Agreement (Attachment B) contained in the RFP and we do not have any additions or exceptions.

The Agreement contained in the Contract Documents (Attachment E and Attachment G) appear to be contractor agreements and contain many requirements that either do not fall within our area of responsibility as a professional services provider or do not apply as we are not a contractor. Upon selection, G3 Quality, Inc. would like review these project specific agreements with the City for relevance.

Attachment: Agreement with G3 Quality Inc (5948 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT

9

SECTION 9

Required Forms

Attachment: Agreement with G3 Quality Inc (5948 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT





REQUIRED FORMS

The completed required forms listed below can be found on the following pages.

- Attachment A - Non-Collusion Affidavit

Attachment A: Non-Collusion Affidavit

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

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

County of Los Angeles
(the County of the place of business)

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

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

G3 Quality, Inc., the party making the foregoing bid
(name of bidding company)

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

By:  _____
(signature)

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

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

Attachment: Agreement with G3 Quality Inc (5948 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT

A

APPENDIX A

Resumes



A.9.b

Attachment: Agreement with G3 Quality Inc (5948 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT



JORDAN ROPER, PE

Project Manager

Jordan Roper brings 11 years of experience in quality assurance program management, pavement evaluation, and design for projects including major Caltrans highway construction and public works infrastructure. He specializes in geotechnical engineering, pavement design, HMA materials design, and material testing. Jordan is currently planning and managing quality programs on infrastructure projects, ensuring they are completed on time and within budget. Jordan is responsible for laboratory operations and overseeing all materials designs. His comprehensive knowledge and experience in the design and construction of pavements through several agencies allows him to provide design recommendations that are highly effective and efficient. He is certified on Nuclear Gauge Testing and has experience working with State and Federal guidelines through working directly with Caltrans, Federal Highway Administration, local agencies, and contractors.

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: On-Call Pavement Consulting Services, Los Angeles, California

Project Owner: Los Angeles County Public Works

Time on Project: 2017 – Current

Project Role: Project Manager

Project Relevance and Duties: The on-call contract is for as-needed inspection services, pavement evaluation and design, materials testing, and materials mix design at various locations in Los Angeles County and neighboring counties. *As Project Manager, Jordan provided overlay inspection and testing services for the County during a pilot project to evaluate the use of "Cool Pavement" technology on residential roadways.*

Project Name and Location: 3rd Street Pavement Rehabilitation, City of Downey, California

Project Owner: City of Downey

Time on Project: 2022 – Current

Project Role: Quality Program Director

Duties and Description: The project consists of pavement rehabilitation on 3rd Street from Rives Avenue to Paramount Boulevard in the City of Downey. The project includes repair of uplifted, damaged or substandard concrete curb, gutter, alley intersection, sidewalk, driveway, and curb ramps; adjustments of manhole and utility valve covers, traffic striping, parking and signs. *Jordan is working closely with the Project Manager to provide inspection, materials sampling and testing services for subgrade, aggregate base, and HMA compaction. The project entails repair of failed pavement areas, cold milling of asphalt pavement; construction of asphalt concrete, slurry, and asphalt rubber hot mix overlay.*

Project Name and Location: Quality Control Services for 20-9271 City of San Marino Street Rehabilitation Program, San Marino, California

Project Owner: City of San Marino

EXPERIENCE

11 Years

YEARS WITH G3: 6

EDUCATION

- BS Civil Engineering, Cal State Polytechnic University, Pomona

REGISTRATION

- Professional Engineer, CA 84175

CERTIFICATIONS

- Nuclear Gauge Testing Certification

WHY JORDAN?

- Experienced with construction inspection services including monitoring and daily documentation
- Specializes in geotechnical engineering, pavement design, HMA materials design, and materials testing
- State and Federal guideline expertise
- Oversees all materials designs

Time on Project: 2021– 2021

Project Role: Quality Program Director

Project Relevance and Duties: As contractor staff augmentation to the Sully Miller team, G3 provided compaction testing and quality control services for the 20-9271 Street Rehabilitation Program. G3 services included flexural pavement quality control and ARHM compaction monitoring. G3 obtained samples of the HMA and ARHM pavement to perform extraction tests to ensure the proper aggregate gradation and asphalt content was being supplied in accordance with the project specifications. *Jordan managed the quality control field services, including the inspection and testing of the HMA and ARHM materials, and field data and inspection reports.*

Project Name and Location: CIP 22-15 City of Downey Residential Street Pavement Rehabilitation

Project Owner: City of Downey

Time on Project: 2022 – Current

Project Role: Quality Program Director

Project Relevance and Duties: The project consists of pavement rehabilitation of various street in Area 1, the northwesterly section of the City of Downey. This project includes application of cape seal, and Type II slurry seal, reconstruction of failed pavement areas, cold milling of asphalt pavement, construction of asphalt concrete leveling course, base course and ARHM overlay; reconstruction of curb, gutter, cross gutters and spandrels, sidewalk, driveway approach and curb ramps; adjustments of manhole, utility valve covers, traffic striping, pavement markings, loop detectors, and traffic control. *Jordan is working closely with the Project Manager to provide inspection, materials sampling and testing services for subgrade, aggregate base, and HMA compaction. As Quality Program Director, Jordan oversees the quality assurance inspection program and provides guidance at key points of the project.*

Project Name and Location: CIP 22-02 City of Downey Residential Street Pavement Rehabilitation, Area 10, Downey, California

Project Owner: City of Downey

Time on Project: 2022 – Current

Project Role: Project Manager

Duties and Description: The project consists of pavement rehabilitation in Area 10, the Southwest section of the City of Downey. This project includes Type II slurry seal, reconstruction of failed pavement areas, cold milling of asphalt pavement; construction of asphalt concrete leveling course, base course and ARHM overlay. Work also entails the construction of new curb, removal and reconstruction of curb, gutter, cross gutters and spandrels, sidewalk, driveway approaches and curb ramps; adjustments of manhole and utility valve covers, traffic striping, pavement markings, and traffic control. *Jordan is responsible for inspection, materials sampling and testing services for subgrade, aggregate base, and ARHM overlay and slurry seal. He reviews all inspection reports and test data for compliance.*

Project Name and Location: 2020/2021 Street Overlay and Reconstruction Project, Rialto, California

Project Owner: City of Rialto

Time on Project: 2021 – 2021

Project Role: Project Manager

Duties and Description: The scope of work included construction management, project inspection, labor compliance, and geotechnical and materials testing services for the Street Overlay and Reconstruction Project. The materials used on the project consist of cold central plant recycling asphalt concrete, cement stabilized pulverized base, HMA and ARHM. *As the Project Manager, Jordan was responsible for material testing and inspection and review of laboratory and field data and inspection reports.*

CHRIS GERBER

Quality Program Director

Chris Gerber is the founding principal of G3 Quality and brings 24 years of quality management, construction inspection, and materials testing experience on some of the most complex infrastructure projects on the West Coast for both public and private owners. Chris applies his continued technical research, alternative delivery project experience, and Caltrans and FHWA expertise to implement highly effective quality management programs with a focus on roadway, bridge and rail infrastructure.

In addition to being a recognized industry expert in quality programs, he is also an expert in HMA and a leader in sustainable materials, which has been proven through successes on Caltrans, local agency, and research / development projects. His comprehensive knowledge and experience on design-build, design-bid-build, P3, and construction manager/general contractor projects builds and implements highly effective and efficient quality management teams.

Chris is passionate and dedicated to delivering high quality infrastructure improvements throughout the region. He is an active member of the Caltrans expert task groups, a past board member of the California Transportation Foundation, and an alumnus of the Goldman Sachs 10,000 Small Businesses Program.

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: On-Call Pavement Consulting Services, Los Angeles, California

Project Owner: Los Angeles County Public Works

Time on Project: 2017 – Current

Project Role: Principal-in-Charge

Project Relevance and Duties: The on-call contract is for as-needed inspection services, pavement evaluation and design, materials testing, and materials mix design at various locations in Los Angeles County and neighboring counties. *As Principal-in-Charge, Chris is ultimately responsible for planning, coordinating, and overseeing the on-call pavement projects through all phases of development. Chris provided technical guidance at key points during the overlay inspection and testing services for the County during a pilot project to evaluate the use of “Cool Pavement” technology on residential roadways. Additionally, Chris is responsible for pavement inspection and assessment services at the Brackett Field Airport in La Verne. The scope of work includes performing a pavement condition assessment to evaluate the pavement and subgrade soil strength for evaluation of the Pavement Classification Number. Chris developed a new, innovative material strategy, lifecycle analysis, and a pilot program for the new pavement section. He provided training on the benefits which resulted in collaborating with the county to establish standard plans and specs for construction for a majority of the County’s arterial streets.*

EXPERIENCE

24 Years

YEARS WITH G3: 9

EDUCATION

- Construction Technology, Ventura College

WHY CHRIS?

- Recognized industry expert in quality programs and delivering field observation and material testing, laboratory testing, report preparation, and documentation review
- Caltrans and FHWA expertise
- Expert in HMA and leader in sustainable materials
- Active member of Caltrans expert task groups

Project Name and Location: Paramount Boulevard Median Island Improvement, City of Downey, California

Project Owner: City of Downey

Time on Project: 2020 – 2021

Project Role: Principal-in-Charge

Project Relevance and Duties: The Paramount Boulevard Median Island Improvement project consisted of traffic signal upgrades and safety improvements. As part of the project team, G3 removed the existing striped median/pavement, installed a raised concrete median island with landscaping and irrigation, left-turn lanes, signage/stripping, and repaired miscellaneous concrete surfaces. AC pavement grinding and the construction of rubberized asphalt concrete overlay on lanes were also installed adjacent to the newly constructed median islands. **As Principal-in-Charge, Chris was responsible for material testing and inspection. He provided project oversight, technical consulting and document peer review for tasks related to project.**

Project Name and Location: Alameda Corridor East Fullerton Road Grade Separation, City of Industry, California

Project Owner: City of Industry

Time on Project: 2017 – 2021

Project Role: Quality Program Manager

Project Relevance and Duties: The Fullerton Road Grade Separation Project is located in the City of Industry crossing the UPRR Los Angeles Subdivision and Metrolink Riverside Line. Major elements of the project included the depressed roadway undercrossing, a new pedestrian bridge, new roadway bridge and the new railroad bridge. The project also included major retaining walls and multiple utility relocations. **Chris coordinated all aspects of public works inspection, materials testing and onsite laboratory services on this \$160 million project, the largest of ACE's Phase II grade separations. Chris was specifically responsible for the implementation of the Quality Management Plan, materials submittal reviews, compliance audits and technical consulting related to Hot Mix Asphalt, Jointed Plain Concrete Pavement (JPCP) Rapid Setting Concrete (RSC), structural concrete, earthwork, and slurry backfill. Chris was involved with the project through both contracts, with different contractors and construction management firms, bringing quality process knowledge and continuity to ensure that the project was completed to meet the quality goals set by the agency.**

Project Name and Location: Quality Control Services for 20-9271 City of San Marino Street Rehabilitation Program, San Marino, California

Project Owner: City of San Marino

Time on Project: 2021– 2021

Project Role: Quality Program Director

Project Relevance and Duties: As contractor staff augmentation to the Sully Miller team, G3 provided compaction testing and quality control services for the 20-9271 Street Rehabilitation Program. G3 services included flexural pavement quality control and ARHM compaction monitoring. G3 obtained samples of the HMA and ARHM pavement to perform extraction tests to ensure the proper aggregate gradation and asphalt content was being supplied in accordance with the project specifications. **As Quality Program Director, Chris oversaw the quality assurance inspection program and was responsible for developing the materials control schedules and project staffing. Chris worked closely with the team and applied his knowledge and expertise to provide guidance at key points throughout of the project.**

MATT RAMOS

Laboratory Manager

Matt has over 22 years of laboratory and quality management experience specializing in testing of aggregate, soils, binders, concrete and hot mix asphalt. He oversees all aspects of laboratories accreditation activities as well as preparation of quality control programs; assists in the development of hot mix asphalt and concrete mix designs. In addition to his laboratory experience, Matt has managed a wide-range of projects including local interchanges, major highway construction including state and federal projects, port construction, and FAA airfield construction. Matt utilizes his extensive laboratory and project knowledge to deliver timely, innovative and client-focused solutions. His leadership in laboratory quality management, client relations, and technical development make him our ideal Internal Quality Director.

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: On-Call Materials Testing, Pavement Mix Design, and Inspection Services

Project Owner: Los Angeles County Department of Public Works (LACDPW)

Time on Project: 2017 – Present

Project Role: Internal Quality Manager

Duties and Description: G3 is under contract to provide as-needed materials testing, pavement mix design, and inspection services at various locations in Los Angeles County. The service locations are divided into two geographical areas: the LA Basin and North County. G3 has evaluated pavement assets and provided the best, cost effective geotechnical and materials design and quality assurance inspection and testing services on a variety of projects under this contract. Our services include mix design consultation and specialty field and laboratory services, such as surface skid resistance with the California Portable Skid Tester, gamma-gamma logging and crosshole sonic logging, and microsurfacing emulsion (MSE) testing. Specifically, G3 has provided consultation services for the LA County “Cool Pavements” pilot program. This has consisted of pre-placement tasks such as document review, site pavement evaluation, pre-placement laboratory testing, and derivation of cool pavement performance evaluation criteria; placement inspection and testing during paving; and site evaluation after placement consisting of field testing, evaluation reporting, and final specification preparation. **As Internal Quality Manager, Matt is responsible for inspection and material testing report audits, laboratory quality audits, quality audits for surface skid resistance testing with the California Portable Skid Tester, gamma-gamma logging and crosshole sonic logging, as well as microsurfacing emulsion (MSE) testing.**

Project Name and Location: Route 210 Pavement Rehabilitation, La Canada Flintridge, California

Project Owner: Caltrans

Time on Project: 2013 – 2017

Project Role: Laboratory Manager

EXPERIENCE

22 Years

YEARS WITH G3: 9

EDUCATION

- High School Graduate

CERTIFICATIONS

- CT Certifications
- Asphalt Institute – Asphalt Mix Design Technology Certification
- NICET HMA, Soils and Concrete

WHY MATT?

- In-depth laboratory management experience
- Intimate knowledge and highly experienced in testing of aggregates, soils, binders, concrete and HMA

Duties and Description: This \$26.5M rehabilitation project added an additional HOV lane from Wheatland Avenue in the City of Los Angeles to Dunsmore Avenue in the City of Glendale. The 6.1-mile freeway widening will relieve congestion and provide a rehabilitated facility. Major aspects of the project include over 87,000 cubic yards of Jointed Plain Concrete Pavement, Hot Mix Asphalt and Warm Mix Asphalt, Rapid Setting Concrete and Rapid Setting Lean Concrete Base. *Matt served as Laboratory Manager for the quality control programs including quality control construction and laboratory testing performed on concrete.*

Project Name and Location: Route 101/23 Interchange Widening, Thousand Oaks California
Project Owner: Caltrans

Time on Project: 2014 – 2016

Project Role: Laboratory Manager

Duties and Description: This \$21M interchange improvement project was initiated by the City of Thousand Oaks, Caltrans, and Ventura County Transportation Commission; consisted of freeway widening of state route 101 and 23, widening three bridges, and on-ramp/off-ramp realignment. *Matt served as Laboratory Manager responsible for mix design submittals and prequalification testing, continuous testing of the individual components during production and all field testing for verification of the concrete pavement, structural concrete and all minor concrete.*

Project Name and Location: Pinto Basin Road Rehabilitation, Joshua Tree, California

Project Owner: Federal Highway Administration

Time on Project: 2014 - 2015

Project Role: Project/Laboratory Manager

Duties and Description: G3 was contracted to prepare the HMA design and perform quality assurance services utilizing an onsite FHWA mobile Superpave laboratory. Additional work included PCC inspection, subgrade compaction control and inertial pavement profiling for final surface smoothness. *Matt served as project/laboratory manager and was responsible for providing day-to-day oversight of field inspections, laboratory testing and client reporting within 24-hour notice on this project and performing all materials testing.*

Project Name and Location: Caltrans Contract TO56A0623 On-Call Laboratory Testing – Initial Assessment of Recycled Plastics in Asphalt Pavements, Sacramento, California

Project Owner: Caltrans

Time on Project: 2019 - 2020

Project Role: Internal Quality Manager / Program Manager

Duties and Description: This \$50,000 on-call contract was for the initial assessment for using recycled plastics in asphalt pavements. G3 performed laboratory and field testing of test sections using recycled plastics as well as help develop laboratory testing protocols for testing HMA with recycled plastics. *As Internal Quality Manager / Program Manager, Matt was responsible for the coordination of laboratory tests performed, test documentation and summary reports to the task order manager.*

CHERAN SMITH

Field Inspector / Technician

Cheran is a qualified inspector with more than 8 years of certified testing and inspection experience. Prior to joining G3, Cheran provided Type I and Type II slurry inspection and sampling services in the Cities of Anaheim and San Bernardino. She is well versed in providing pre-production and production testing inspection and testing of slurry seal. Cheran is highly knowledgeable in all aspects of roadway construction including production of soils, aggregates, PCC, concrete, HMA/ARHM, and asphalt in accordance with Caltrans and ACI standards. She holds current Caltrans certifications as well as ACI Field Grade 1. Her experience as a roadway inspector includes plan and specification review, quality oversight, observation, and management, non-compliance reporting, construction best practices, and dispute resolution. She has extensive experience working with state and federal guidelines and utilizes her experience in the field to provide timely reporting and extensive communication on Caltrans Projects.

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: 3rd Street Pavement Rehabilitation, City of Downey, California
Project Owner: City of Downey
Time on Project: 2022 – Current
Project Role: Field Inspector
Duties and Description: The project consists of pavement rehabilitation on 3rd Street from Rives Avenue to Paramount Boulevard in the City of Downey. The project entails repair of failed pavement areas, cold milling of asphalt pavement; construction of asphalt concrete, slurry, and asphalt rubber hot mix overlay. Project work also includes repair of uplifted, damaged or substandard concrete curb, gutter, alley intersection, sidewalk, driveway, and curb ramps; adjustments of manhole and utility valve covers, traffic striping, parking and signs. *Cheran is providing materials sampling and inspection services for subgrade, aggregate base, HMA and ARHM compaction. She collects slurry mix samples and inspects the samples to observe for premature cracking and test the consistency and viscosity for thorough coverage.*

Project Name and Location: Annual Paving Project, City of Fontana, California
Project Owner: City of Fontana
Time on Project: 2017 – Current
Project Role: Field Inspector
Duties and Description: The project consists of a grind and overlay of the existing asphalt pavement, pavement markings, and striping. *Cheran is providing onsite inspection and material testing services to the Type II slurry for arterial and collector streets. Samples include 1/4-inch cylinders of the sand, concrete, and oil mix to test viscosity, washed gradation, consistency, sand equivalents, wet track abrasion, and tensile strength.*

EXPERIENCE

9 Years

YEARS WITH G3: 5

EDUCATION

- Highschool Graduate

CERTIFICATIONS

- ACI Concrete Field Grade 1
- ICC Soils Special Inspector
- ICC Structural Masonry Special Inspector
- CTM Certifications

WHY CHERAN?

- Highly knowledgeable with inspection and testing for soil, aggregates, HMA, HMA-RS, PCC, CRCP/JPCP, LCB, and JPCP-RS
- Experience with slurry seal field sampling and inspection for slump, viscosity, and cracking
- Extensive experience with construction inspection services including daily documentation and reporting

Project Name and Location: Route 8 Widening, Imperial County, California
Project Owner: Caltrans
Time on Project: 2017 – 2019
Project Role: Field Technician

Duties and Description: The project consists of widening and rehabilitating Route 8 within Imperial County near El Centro. The specifications require the use of Class 2 Aggregate Base, CRCP on mainline and shoulders, AHRM on various on and off ramps and HMA on mainline under the CRCP and various right of ways along Route 8. *Cheran is supporting the quality control services for soils, Class 2 Base, HMA, and ARHM sampling and testing according to Caltrans Standards. Cheran provided material testing services of the aggregate base and subgrade materials and performed compaction testing for compliance with the project specifications.*

Caltrans and AASHTO CERTIFICATION TABLE

Test Method	Expiration	Test Method	Expiration
CT 231	5/29/2022	CT 105	2/26/2024
CT 521	12/29/2022	CT 125 AGG Sampling	2/26/2024
CT 523.2	12/29/2022	CT 125 HMA Sampling	2/26/2024
CT 524	12/29/2022	CT 306	2/26/2024
CT 533	12/29/2022	AASHTO T11	2/26/2024
CT 523.1 Section B.1 & B.2	1/3/2023	AASHTO T27	2/26/2024
CT 504	3/17/2023	AASHTO R47	2/26/2024
CT 518	3/17/2023	AASHTO R76	2/26/2024
CT 539	3/17/2023	AASHTO T176	2/26/2024
CT 540s	3/17/2023	AASHTO T255	2/26/2024
CT 543	3/17/2023	AASHTO T329	2/26/2024
CT 556	3/17/2023	AASHTO T335	2/26/2024
CT 557	3/17/2023		

Attachment: Agreement with G3 Quality Inc (5948 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT

EDWARD “EJ” BOTH

Field Inspector / Technician

EJ Both has more than 11 years of field and laboratory technician experience specializing in testing of soils, aggregates, concrete, and asphalt. Prior to joining G3, EJ provided Type I slurry inspection and sampling services for the Cities of Santa Clarita, Thousand Oaks, Agoura Hills, and Moreno Valley. As a field tester with G3, EJ oversees construction activities and performs field testing and sampling as required. He has acted as the lead inspector on various SBCTA, Caltrans, and RCTC projects and is experienced with project federal compliance filing and reporting. He utilizes his extensive field knowledge to deliver precise field test data and promptly reports the results keeping the project team informed as to the quality of material incorporated into the work.

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: CIP 22-02 City of Downey Residential Street Pavement Rehabilitation, Area 10, Downey, California

Project Owner: City of Downey

Time on Project: 2022 – Current

Project Role: Field Technician

Duties and Description: The project consists of pavement rehabilitation in Area 10, the Southwest section of the City of Downey. This project includes type II slurry seal, reconstruction of failed pavement areas, cold milling of asphalt pavement, construction of asphalt concrete leveling course, base course and ARHM overlay. Work also entails the construction of new curb, removal and reconstruction of curb, gutter, cross gutters and spandrels, sidewalk, driveway approaches and curb ramps; adjustments of manhole and utility valve covers, traffic stripping, pavement markings, and traffic control. *As field technician, EJ provided materials sampling and testing services for subgrade, aggregate base, HMA compaction, and slurry. He collected slurry seal samples for production testing to test emulsion, percent residual asphalt, consistency, and wet track abrasion.*

Project Name and Location: Paramount Boulevard Median Island Improvement, Downey, California

Project Owner: City of Downey

Time on Project: 2019 – 2020

Project Role: Materials Technician

Duties and Description: The project consists of removing existing striped median/pavement, installing raised concrete median island with landscaping and irrigation, left-turn lanes, signage/stripping, repair of miscellaneous concrete surfaces, AC pavement grinding and the construction of rubberized asphalt concrete overlay on lanes adjacent to the new median islands constructed. *EJ provided field inspections, laboratory testing and client reporting within 24-hour notice on this project and performed all the materials testing. The project work included RHMA, HMA, and PCC testing.*

EXPERIENCE

11 Years

YEARS WITH G3: 9

EDUCATION

- Highschool Graduate

CERTIFICATIONS

- ACI Concrete Field Grade 1
- Caltrans CTM Certifications
- Troxler Radiation Safety/Radiation Safety Officer

WHY EJ?

- Specializes in testing soils, aggregates, asphalt, concrete and related materials in accordance with ACI and Caltrans standards
- Experience with slurry seal and overlay
- State and Federal guideline expertise

Project Name and Location: Pinto Basin Road Rehabilitation, Joshua Tree, California

Project Owner: Federal Highway Administration

Time on Project: 2015 – 2015

Project Role: Field Inspector

Duties and Description: G3 was contracted to prepare the HMA design and perform quality assurance services utilizing an onsite FHWA mobile Superpave laboratory. Additional work included PCC inspection, subgrade compaction control and inertial pavement profiling for final surface smoothness. *EJ served as Field Inspector and was responsible for providing day-to-day oversight of field inspections, laboratory testing and client reporting within 24-hour notice on this project and performing all of the materials testing.*

Project Name and Location: Franklin Street Improvements, Contract #STPL-5370(028), California

Project Owner: City of Arvin

Time on Project: 2021 – Current

Project Role: Field Inspector

Duties and Description: The project consists of pavement rehabilitation along Franklin Street. The project requires the implementation of a contractor quality control program for various construction materials to be incorporated into the work. *EJ is providing onsite HMA inspection and testing services to ensure materials comply with the project standards. The work includes daily gradation, sand equivalent, and field compaction testing.*

Caltrans Certification Table

Caltrans Test Method	Expiration
CT 105	6/11/2024
CT 125 AGG	6/11/2024
CT 125 HMA	12/28/2022
CT 201	6/11/2024
CT 202	6/11/2024
CT 205	6/11/2024
CT 216	6/11/2024
CT 217	6/11/2024
CT 226	6/11/2024
CT 227	6/11/2024
CT 229	6/11/2024
CT 231	1/30/2022
CT 504	1/25/2025

Caltrans Test Method	Expiration
CT 518	1/25/2025
CT 523.1 Section B.1 & B.2	1/9/2023
CT 523.2 Section B.3	12/28/2022
CT 524	12/28/2022
CT 533	12/28/2022
CT 539	1/25/2025
CT 540	1/25/2025
CT 543	1/25/2025
CT 556	1/25/2025
CT 557	1/25/2025
ACI Concrete Transportation Construction Inspector	9/14/2024
ACI Concrete Field Testing Technician – Grade I	1/25/2025

DUSTIN FOX

Field Inspector / Technician

Dustin Fox is a qualified infrastructure inspector, tester, and quality control manager with 15 years of experience in Caltrans highway construction. Dustin is highly knowledgeable in the materials testing of design mixes, soils, aggregates, concrete, and asphalt in accordance with ACI and Caltrans standards. Dustin's experience includes quality control oversight of HMA/ARHM production and placement, aggregate production control, soils and base roadway testing, concrete pavement inspection and testing PCC and concrete materials. He utilizes his extensive background on major highway projects to provide quality oversight for Caltrans projects.

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: CIP 22-15 City of Downey Residential Street Pavement Rehabilitation

Project Owner: City of Downey

Time on Project: 2022 – Current

Project Role: Field Technician

Project Relevance and Duties: The project consists of pavement rehabilitation of various streets in Area 1, the northwesterly section of the City of Downey. This project includes application of cape seal, and type II slurry seal, reconstruction of failed pavement areas, cold milling of asphalt pavement, construction of asphalt concrete leveling course, base course and ARHM overlay; reconstruction of curb, gutter, cross gutters and spandrels, sidewalk, driveway approach and curb ramps; adjustments of manhole, utility valve covers, traffic striping, pavement markings, loop detectors, and traffic control. *Dustin is providing material sampling for production testing services of the slurry and ARHM overlay to ensure compliance with the project specifications.*

Project Name and Location: CIP 20-30 City of Downey Foster Bridge Blvd Pavement Rehab

Project Owner: City of Downey

Time on Project: 2021 – Current

Project Role: Field Technician

Project Relevance and Duties: The project consists of pavement rehabilitation on three street segments (Foster Bridge Boulevard, Rivergrove Drive, and Glenclyff Drive) in the northwest section in the City of Downey. The project includes repair of failed pavement areas, cold milling of asphalt pavement; construction of asphalt concrete and asphalt rubber hot mix overlay. Work also includes repair of uplifted, damaged or substandard concrete curb, gutter, alley intersection, sidewalk, driveway, and curb ramps; adjustments of manhole and utility valve covers, traffic striping, parking and signs. *Dustin is providing materials sampling services to test subgrade, aggregate base, HMA and ARHM compaction.*

Project Name and Location: Annual Paving Project, City of Fontana, California

Project Owner: City of Fontana

Time on Project: 2017 – Current

Project Role: Field Inspector

Duties and Description: The project consists of a grind and overlay of the existing asphalt

EXPERIENCE

15 Years

YEARS WITH G3: 8

EDUCATION

- High School Graduate

CERTIFICATIONS

- CTM certifications

WHY DUSTIN?

- Highly knowledgeable with testing concrete and related materials in accordance with ACI and Caltrans standards
- Specializes in HMA, ARHM/HMA, HMA-RS, PCC, and JPCP/CRCP
- Experience with slurry seal and overlay

pavement, pavement markings, and striping. *Dustin is providing inspection and testing services for HMA and CRCP to ensure compliance with the project specifications.*

Project Name and Location: CIP 22-02 City of Downey Residential Street Pavement Rehabilitation, Area 10, Downey, California

Project Owner: City of Downey

Time on Project: 2022 – Current

Project Role: Field Technician

Duties and Description: The project consists of pavement rehabilitation in Area 10, the Southwest section of the City of Downey. This project includes type II slurry seal, reconstruction of failed pavement areas, cold milling of asphalt pavement; construction of asphalt concrete leveling course, base course and ARHM overlay. Work also entails the construction of new curb, removal and reconstruction of curb, gutter, cross gutters and spandrels, sidewalk, driveway approaches and curb ramps; adjustments of manhole and utility valve covers, traffic stripping, pavement markings, and traffic control. *As field technician, Dustin provided materials sampling and testing services for subgrade, aggregate base, HMA compaction, and slurry. He collects slurry seal samples for pre-production testing of to test emulsion, aggregate, and accelerator/retardant.*

Project Name and Location: 21-009 City of Lancaster 2021 Summer Pavement Management Program, Lancaster, California

Project Owner: City of Lancaster

Time on Project: 2021 – Current

Project Role: Field Technician

Duties and Description: G3 is providing quality management services for the City of Lancaster, 2021 Summer Pavement Management Program, Project No. 21-009. The scope of work includes quality management of compaction testing of subgrade, soils compaction, and asphalt concrete, fabrication of soil cement cylinders, and Cement Stabilized Pulverized Base (CSPB) mix design development. *As Field Technician, Dustin is providing sampling and compaction testing of subgrade, soils compaction, and asphalt concrete to ensure materials comply with Greenbook standards.*

Caltrans Certification Table

Caltrans Test Method	Expiration
CT 125	10/6/2022
CT 231	10/6/2022
CT 521	10/6/2022
CT 523.2 Section B.3	10/6/2022
CT 524	10/6/2022
CT 533	10/6/2022
CT 105	12/6/2022
CT 125	12/6/2022
CT 201	12/6/2022
CT 202	12/6/2022
CT 205	12/6/2022
CT 216	12/6/2022

Caltrans Test Method	Expiration
CT 217	12/6/2022
CT 226	12/6/2022
CT 227	12/6/2022
CT 229	12/6/2022
CT 375	3/14/2023
CT 504	1/15/2026
CT 518	1/15/2026
CT 539	1/15/2026
CT 540	1/15/2026
CT 543	1/15/2026
CT 556	1/15/2026
CT 557	1/15/2026

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DEVIN FEURTEY

Field Inspector / Technician

Devin Feurtey is a qualified infrastructure technician with 8 years of experience in construction inspection. Devin is highly knowledgeable in the materials testing of soils, aggregates, concrete, and asphalt in accordance with ACI and Caltrans standards. As a roadway inspector, he oversees highway overlay and construction activities, and performs inspection duties to include plan and specification review, scheduling of materials sampling, and preparation of non-compliance reports. Devin has extensive experience with HMA plant mix designs for overlay using Superpave method, Hveem compaction method, and Marshall compaction method. The mixes have used various binder types, including rubberized binder, liquid anti strip, lime treated and lime slurry aggregates. He has also participated in concrete mix designs as well as trial batches. Devin utilizes his extensive testing background to provide oversight for Caltrans projects.

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: On-Call Materials Testing, Pavement Mix Design, and Inspection Services

Project Owner: Los Angeles County Department of Public Works

Time on Project: 2017 – Present

Project Role: Inspector

Duties and Description: G3 is providing as-needed materials testing, pavement mix design, and inspection services at various locations in Los Angeles County. Specifically, G3 has provided consultation services for the LA County "Cool Pavements" pilot program. This has consisted of pre-placement tasks such as document review, site pavement evaluation, pre-placement laboratory testing, and derivation of cool pavement performance evaluation criteria; placement inspection and testing during paving; and site evaluation after placement consisting of field testing, evaluation reporting, and final specification preparation. *As Inspector, Devin performed full time slurry placement observation, material sampling, and field testing. At the beginning of each shift, the aggregates stockpiles were inspected and sampled for sieve analysis and sand equivalent compliance testing. Additional relevant duties include preplacement pavement inspection, monitoring of crack fill operation, slurry placement spread rate calculations, and slurry testing for consistency, emulsion and moisture content, and wet track abrasion test fabrication.*

Project Name and Location: 3rd Street Pavement Rehabilitation, City of Downey, California

Project Owner: City of Downey

Time on Project: 2022 – Current

Project Role: Inspector

EXPERIENCE

8 Years

YEARS WITH G3: 8

EDUCATION

- Studies in Biology, San Francisco State University

CERTIFICATIONS

- CTM certifications
- AASHTO & ASTM certifications
- ACI Concrete Field Grade 1
- ACI Concrete Lab Testing Level 1
- ACI Aggregate Testing Level 1
- ACI Aggregate Base Testing and also ACI Concrete Laboratory Testing-level 2
- CTM Certifications
- Nuclear Gauge

WHY DEVIN?

- Specializes in materials validation inspection and testing for roadway projects, including slurry seal, soil, aggregates, PCC, HMA, LCB and CRCP/JPCP
- Laboratory slurry seal mix design development experience
- Emulsion testing experience for penetration and reliance
- Extensive experience representing cities and local agencies for quality assurance sampling and testing

Duties and Description: The project consists of pavement rehabilitation on 3rd Street from Rives Avenue to Paramount Boulevard in the City of Downey. The project entails repair of failed pavement areas, cold milling of asphalt pavement; construction of asphalt concrete, slurry, and asphalt rubber hot mix overlay. Project work also includes repair of uplifted, damaged or substandard concrete curb, gutter, alley intersection, sidewalk, driveway, and curb ramps; adjustments of manhole and utility valve covers, traffic striping, parking and signs. *Devin performs pre-production testing of slurry seal mix design, including testing aggregates to determine the washed gradation and sand equivalents. Additionally, he collects field samples for extraction tests, consistency tests, and wet track abrasion tests to confirm mix design complies with the project standards.*

Project Name and Location: CIP 22-15 City of Downey Residential Street Pavement Rehabilitation
Project Owner: City of Downey
Time on Project: 2022 – Current
Project Role: Inspector

Project Relevance and Duties: The project consists of pavement rehabilitation of various street in Area 1, the northwesterly section of the City of Downey. This project includes application of cape seal, and type II slurry seal, reconstruction of failed pavement areas, cold milling of asphalt pavement, construction of asphalt concrete leveling course, base course and ARHM overlay; reconstruction of curb, gutter, cross gutters and spandrels, sidewalk, driveway approach and curb ramps; adjustments of manhole, utility valve covers, traffic striping, pavement markings, loop detectors, and traffic control. *Devin performs inspection, materials sampling and testing services for subgrade, aggregate base, HMA compaction and slurry seal. He performs emulsion testing for penetration and reliance.*

Caltrans and AASHTO Certification Table

Caltrans Test Method	Expiration	Caltrans Test Method	Expiration
CT 541	5/25/2022	CT 125 AGG Sampling - Aggregates	1/28/2025
CT 206	2/1/2023	CT 125 HMA Sampling - HMA (JTCP - HMA I)	1/28/2025
CT 207	2/1/2023	CT 306	1/28/2025
CT 234	2/1/2023	CT 504	2/15/2025
CT 235	2/1/2023	CT 518	2/15/2025
CT 304	2/1/2023	CT 539	2/15/2025
CT 308	2/1/2023	CT 540	2/15/2025
CT 309	2/1/2023	CT 543	2/15/2025
CT 370	2/1/2023	CT 556	2/15/2025
CT 382	2/1/2023	CT 557	2/15/2025
CT 521	5/16/2023	AASHTO T11	1/28/2025
CT 523.2 Section B.3	5/16/2023	AASHTO T27	1/28/2025
CT 524	5/16/2023	AASHTO R47	1/28/2025
CT 106	6/30/2023	AASHTO R76	1/28/2025
CT 231	1/22/2024	AASHTO T176	1/28/2025
CT 533	1/22/2024	AASHTO T255	1/28/2025
CT 125	10/5/2024	AASHTO T329	1/28/2025
CT 105	1/28/2025	AASHTO T335	1/28/2025

BRYCE TRUDEAU

Laboratory Supervisor

Bryce has over 19 years of field and laboratory materials testing and inspection experience specializing in testing of soils, aggregates, concrete, masonry block and asphalt. Bryce is the Laboratory Manager performing all required testing, scheduling, reporting and distribution of test data to our Program Managers. Bryce has also served as a Field Inspector and has extensive experience performing quality control inspection and testing for Continually Reinforced Concrete Pavement (CRCP), Hot Mix Asphalt (HMA), soils, aggregate bases and Jointed Plain Concrete Pavement (JPCP). His knowledge of both field inspection and laboratory materials testing make him the ideal Laboratory Manager for your program. Bryce is responsible for maintaining our laboratory accreditations, calibrations of equipment and the training and management of all laboratory staff.

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: Contract CT08-1F1414 Improvements to Interstate 15, Temecula, California

Project Owner: Caltrans

Time on Project: 2020 – Current

Project Role: Laboratory Supervisor

Duties and Description: The project is located in San Diego and Riverside Counties in and near Temecula from 0.1 Mile South of San Diego County line to 0.1 mile north of Temecula River Bridge. The project entails slab and lane replacement with JPCP and precast concrete pavement. Services include Class 2 Aggregate Subbase, Class 2 Aggregate Base, Lean Concrete Base, Lean Concrete Base Rapid Setting, HMA, RHMA, Cold Plane Asphalt Concrete Pavement, Precast Concrete Pavement (PCP), Jointed Plain Concrete Pavement, Aggregate Base, Structural Concrete, and Material Testing. *As Laboratory Supervisor of this project, Bryce oversaw all aspects of laboratory testing.*

The project entails slab and lane replacement with JPCP and precast concrete pavement. Services include Class 2 Aggregate Subbase, Class 2 Aggregate Base, Lean Concrete Base, Lean Concrete Base Rapid Setting, HMA, RHMA, Cold Plane Asphalt Concrete Pavement, Precast Concrete Pavement (PCP), Jointed Plain Concrete Pavement, Aggregate Base, Structural Concrete, and Material Testing. *As Laboratory Supervisor of this project, Bryce oversaw all aspects of laboratory testing.*

Project Name and Location: Contract 07-215954 Interstate 5, La Mirada, California

Project Owner: Caltrans

Time on Project: 2014 - 2017

Project Role: Laboratory Supervisor

Duties and Description: This \$1.6B I-5 widening program expanded the Santa Ana Freeway to a 10-lane freeway between Orange County and the San Gabriel River Freeway. *As Laboratory Supervisor, Bryce was responsible for all aspects of laboratory testing quality program including all materials testing and inspection. His duties include coordination of accredited field staff based upon daily scheduled construction; review and distribution of field and laboratory reports daily; and providing technical support to the project team related to asphalt, concrete and masonry soundwall testing and inspection.*

EXPERIENCE

19 Years

YEARS WITH G3: 5

EDUCATION

General Studies

CERTIFICATIONS

- Caltrans CTM Certifications
- AASHTO Certifications
- NICET Concrete Level 1, Soil Level 1, Asphalt Level II
- ACI Concrete Laboratory Testing, Aggregate Testing, Aggregate Base Testing, Concrete Strength Testing Technician

Project Name and Location: Contract 07-1218W4 Interstate-5 Empire Avenue Interchange Widening, Burbank, California

Project Owner: Caltrans

Time on Project: 2013 - 2016

Project Role: Laboratory Supervisor

Duties and Description: This \$200M I-5 improvements project includes over 73,000 cubic yards of Jointed Plain Concrete Pavement, Hot Mix Asphalt and Warm Mix Asphalt, Rapid Setting Concrete and Rapid Setting Lean Concrete Base. Additional features include 8 bridges, a BNSF grade separation, temporary shoe fly, MSE Walls, CIDH Piles, and 246,000 sqft of masonry block sound wall. *As Laboratory Supervisor of this project, Bryce oversaw all aspects of laboratory testing.*

Caltrans Certification Table

Caltrans Test Method	Expiration
CT 105	10/20/2022
CT 125 Admixture, Aggregates (JTCP), Bituminous, CEM, General, HMA (JTCP)	10/30/2021
CT 201	9/3/2021
CT 202	9/3/2021
CT 204	10/29/2021
CT 205	9/3/2021
CT 206	10/30/2021
CT 207	10/30/2021
CT 216	9/3/2021
CT 217	9/3/2021
CT 226	9/3/2021
CT 227	9/3/2021
CT 229	9/3/2021
CT 234	10/30/2021
CT 235	10/30/2021
CT 304	10/30/2021
CT 308	10/30/2021
CT 309	10/30/2021
CT 366	10/30/2021
CT 370	10/30/2021
CT 371	10/30/2021
CT 382	10/30/2021
CT 384	10/30/2021
CT 521	10/29/2021
CT 523	10/29/2021
CT 523.1	10/29/2021

AASHTO Test Method	Expiration
AASHTO R47	12/7/2021
AASHTO R76	12/7/2021
AASHTO T11	12/7/2021
AASHTO T166	11/15/2021
AASHTO T176	12/7/2021
AASHTO T209	11/15/2021
AASHTO T248	12/7/2021
AASHTO T255	12/7/2021
AASHTO T269	11/15/2021
AASHTO T27	12/7/2021
AASHTO T275	11/15/2021
AASHTO T283	10/20/2022
AASHTO T304	10/20/2022
AASHTO T308	11/15/2021
AASHTO T312	10/20/2022
AASHTO T324	10/20/2022
AASHTO T329	12/7/2021
AASHTO T335	12/7/2021
AASHTO T84	10/20/2022
AASHTO T85	10/20/2022
ASTM D4791	4/10/2021

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FRANCISCO MIRANDA

Laboratory Technician

Francisco is a qualified laboratory technician with four years of experience performing materials testing. Francisco has a strong understanding of soils, aggregates, concrete, and asphalt testing with the ability to successfully interpret specifications for testing requirements. Francisco's technical knowledge combined with his experience enables him to provide a high level of laboratory testing services. He has applied his experience on the selected projects below.

RELEVANT EXPERIENCE SNAPSHOT

Project Name and Location: Route 210 Pavement Rehabilitation, La Canada Flintridge, California

Project Owner: Caltrans

Time on Project: 2018 – Current

Project Role: Laboratory Technician

Duties and Description: The \$26.5M rehabilitation project will add an additional HOV lane to relieve congestion and provide a rehabilitated facility. Major aspects of the project include over 87,000 cubic yards of Jointed Plain Concrete Pavement, Hot Mix Asphalt and Warm Mix Asphalt, Rapid Setting Concrete and Rapid Setting Lean Concrete Base. *Francisco is the Laboratory Technician responsible for performing all required laboratory testing.*

Project Name and Location: Caltrans District 7 Interstate 5 North / Empire Avenue Improvements, Burbank, California

Project Owner: Los Angeles County Metropolitan Transportation Authority

Time on Project: 2018 – Current

Project Role: Laboratory Technician

Duties and Description:

The project includes Quality control management of over 73,000 cubic yards of lean concrete base rapid setting, HMA, data coring, JPCP, RSC, structural concrete, masonry soundwalls, MSE walls, and structural steel testing of welded or mechanically spliced hoops. *Francisco is the Laboratory Technician responsible for performing all required laboratory testing.*

Project Name and Location: 07-2159U4 Route 5, Los Angeles and Orange Counties, California

Project Owner: Caltrans

Time on Project: 2017 – 2018

Project Role: Laboratory Technician

Duties and Description: This project consisted of the widening and reconstruction of I-5 from Artesia Blvd. to Coyote Creek in the cities of Buena Park, La Mirada, Cerritos and Santa Fe Springs. Valley View Boulevard was completely reconstructed with new ramps and frontage roads. The specifications required the use of lean concrete base material to be placed under the Jointed Plain Concrete pavement during lane replacement and shoulder widening. New Jointed Plain Concrete Pavement was constructed on the majority of the project. G3 provided quality control services for Alternative Treated Base (LCB, LCB-RSC), Hot Mix Asphalt, Data Core, Jointed Plain Concrete Pavement, Jointed Plain Concrete Pavement RSC and CIP Structural Concrete. *Francisco served as the Laboratory Technician responsible for performing all required laboratory testing.*

EXPERIENCE

4 Years

YEARS WITH G3: 4

EDUCATION

General Studies

CERTIFICATIONS

- CALTRANS CTM Certifications
- AASHTO Certifications
- ACI Concrete Certifications

Caltrans Certification Table

Caltrans Test Method	Expiration
CT 539	6/8/2019
CT 523.1 Section B.1 & B.2	6/6/2021
CT 211	12/10/2021
CT 206	1/22/2022
207	1/22/2022
CT 234	1/22/2022
CT 235	1/22/2022
CT 308	1/30/2022
CT 309	1/30/2022
CT 125	3/15/2022
CT 370	4/10/2023
CT 382	4/10/2023
CT 521	6/4/2023
CT 523.2 Section B.3	6/4/2023
CT 524	6/4/2023
CT 105	6/18/2024
CT 125	6/18/2024
CT 201	6/18/2024
CT 202	6/18/2024
CT 205	6/18/2024
CT 216	6/18/2024
CT 217	6/18/2024
CT 226	6/18/2024

AASHTO Test Method	Expiration
CT 227	6/18/2024
CT 229	6/18/2024
AASHTO T312	12/9/2021
AASHTO T324	12/9/2021
AASHTO T96	12/10/2021
AASHTO T166	12/20/2021
AASHTO T209	12/20/2021
AASHTO T269	12/20/2021
AASHTO T275	12/20/2021
AASHTO T308	12/20/2021
AASHTO T11	3/15/2022
AASHTO T27	3/15/2022
AASHTO R47	3/15/2022
AASHTO R76	3/15/2022
AASHTO T176	3/15/2022
AASHTO T255	3/15/2022
AASHTO T329	3/15/2022
AASHTO T335	3/15/2022
AASHTO T84	4/10/2023
AASHTO T85	4/10/2023
AASHTO T210	4/10/2023
AASHTO T304	4/10/2023
ASTM D4791	4/10/2023

Attachment: Agreement with G3 Quality Inc (5948 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT



G3 Quality, Inc.

25837 Business Center Drive, Suite F,
Redlands, California 92374

909.321.3643
www.g3quality.com

Attachment: Agreement with G3 Quality Inc (5948 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT

EXHIBIT CCITY - SERVICES TO BE PROVIDED
TO CONSULTANT

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

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$205,497.00.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
Accounts Payable questions can be directed to (951) 413-3073.
Copies of invoices may be submitted to the Capital Projects Division at email: techinfo-capproj@moval.org or calls directed to (951) 413-3120.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

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

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

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

TASK 1: ATTEND PRE-CONSTRUCTION, OCCASIONAL WEEKLY CONSTRUCTION PROGRESS MEETINGS, REVIEW CONTRACTOR MIX DESIGN SUBMITTALS

PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			FEES
			AMOUNT	UNITS	UNIT RATE	
Preconstruction Meeting Attendance, and Materials Submittal Reviews	Task 1.1: Assumed at one Precon Meeting, and Materials Submittal Reviews	Project Manager	12	HR.	\$ 183.00	\$ 2,196.00
As-needed Project Technical Support	Task 1.2: Assumed at two days of site evaluation and Precon Meeting Attendance Task 1.3: Based on 2 construction meetings per month for a duration of 6 months	Project Director	8	HR.	\$ 210.00	\$ 1,680.00
Periodic Construction Meeting Attendance		Project Manager	12	HR.	\$ 183.00	\$ 2,196.00
			Subtotal:			\$ 6,072

TASK 2: SLURRY SEAL MIX DESIGN VERIFICATION, CALIBRATION AND TESTING

PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			FEES
			AMOUNT	UNITS	UNIT RATE	
Slurry Seal Mix Design Verification Testing - Laboratory Allowance for Required Materials Acceptance Testing	Based on the City's Special Provisions, LAPM and Greenbook Specification for 2 Slurry Seal Mix Designs. Billed on a per test basis.	See Appendix A - Laboratory Schedule of Fees	1	Not to Exceed	\$ 5,508.00	\$ 5,508.00
Task 2.1: Provide Slurry Seal Placement Technician and Sampler	Provide Slurry Placement Calibration and testing (Assume 2 Calibration and testing Shifts)	Quality Assurance Technician	16	HR.	\$ 121.00	\$ 1,936.00
Task 2.2: Provide Project Managements, Report Review and Submittal	Review Mix design verification test results, project management and data review of slurry calibration shifts	Project Manager	4	HR.	\$ 183.00	\$ 732.00
			Subtotal:			\$ 8,176

TASK 3: PRODUCTION TESTING OF SLURRY SEAL						
PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Task 3.1: Provide Technician during Slurry Seal Operations	Provide material inspection and testing for slurry seal operations (Assume 42 days of slurry operations)	Quality Assurance Technician	336	HR.	\$ 121.00	\$ 40,656.00
Task 3.2: Provide Daily Project Management, Materials Testing Schedules, Report Review and Submittal	Based on a 1 hour per day for QA Program Management	Project Manager	42	HR.	\$ 183.00	\$ 7,686.00
Task 3.3: Project Director Final QA Report Review	Final Project QA Report and Technical Consulting	Project Director	11	HR.	\$ 210.00	\$ 2,310.00
Laboratory Allowance for Required Production Testing	Based on the City's Special Provisions, LAPM and Greenbook Specification Acceptance Testing Frequencies. Billed on a per test basis.	See Appendix A - Laboratory Schedule of Fees	1	Not to Exceed	\$ 45,612.00	\$ 45,612.00
			Subtotal:			\$ 96,264
TASK 4: CONSTRUCTION OBSERVATION AND TESTING OF AGGREGATE BASE AND SUBGRADE MATERIAL						
PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Task 4.1: Provide Technician during Aggregate base and subgrade compaction	Provide material testing for Aggregate base and subgrade compaction - Assume 10 days of testing	Quality Assurance Technician	80	HR.	\$ 121.00	\$ 9,680.00
Task 4.2: Provide Daily Project Management, Materials Testing Schedules, Report Review and Submittal	Based on a 1 hour per day for QA Program Management	Project Manager	10	HR.	\$ 183.00	\$ 1,830.00
Task 4.3: Project Director Final QA Report Review	Final Project QA Report and Technical Consulting	Project Director	3	HR.	\$ 210.00	\$ 630.00
Laboratory Allowance for Required Production Testing	Based on the City's Special Provisions, LAPM and Greenbook Specification Acceptance Testing Frequencies. Billed on a per test basis.	See Appendix A - Laboratory Schedule of Fees	1	Not to Exceed	\$ 2,791.00	\$ 2,791.00
			Subtotal:			\$ 14,931

TASK 5: TESTING OF HMA/ARHM AND PLACEMENT OBSERVATION

PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			FEES
			AMOUNT	UNITS	UNIT RATE	
Task 5.1: Provide Technician during HMA/ARHM Placement	Provide observation/field testing/sampling during HMA/ARHM Placement - Assume 43 days of production	Quality Assurance Technician	336	HR.	\$ 121.00	\$ 40,656.00
Task 5.2: Provide Daily Project Management, Materials Testing Schedules, Report Review and Submittal	Based on a 1 hour per day for QA Program Management	Project Manager	42	HR.	\$ 183.00	\$ 7,686.00
Task 5.3: Project Director Final QA Report Review	Final Project QA Report and Technical Consulting	Project Director	11	HR.	\$ 210.00	\$ 2,310.00
Laboratory Allowance for Required Production Testing	Based on the City's Special Provisions, LAPM and Greenbook Specification Acceptance Testing Frequencies. Billed on a per test basis.	See Appendix A - Laboratory Schedule of Fees	1	Not to Exceed	\$ 13,942.00	\$ 13,942.00
			Subtotal:			\$ 64,594

TASK 6: TESTING OF PCC AND PLACEMENT OBSERVATION

PROFESSIONAL SERVICE	SCOPE OF SERVICES:	DIRECT LABOR - CLASSIFICATION / TITLE	ESTIMATED QUANTITY			FEES
			AMOUNT	UNITS	UNIT RATE	
Task 6.1: Provide Technician during Concrete Placement	Provide observation/field testing/sampling during Concrete Placement - Assume 5 days of production	Quality Assurance Technician	40	HR.	\$ 121.00	\$ 4,840.00
Task 6.2: Provide Daily Project Management, Materials Testing Schedules, Report Review and Submittal	Based on a 1 hour per day for QA Program Management	Project Manager	5	HR.	\$ 183.00	\$ 915.00
Task 6.3: Project Director Final QA Report Review	Final Project QA Report and Technical Consulting	Project Director	2	HR.	\$ 210.00	\$ 420.00
Task 6.4: Laboratory Allowance for Required Production Testing	Based on the City's Special Provisions, LAPM and Greenbook Specification Acceptance Testing Frequencies. Billed on a per test basis.	See Appendix A - Laboratory Schedule of Fees	1	Not to Exceed	\$ 2,912.00	\$ 2,912.00
			Subtotal:			\$ 9,087

OTHER DIRECT COSTS						
PROFESSIONAL SERVICE	RELATED PROVISIONS:	OTHER DIRECT COST	ESTIMATED QUANTITY			
			AMOUNT	UNITS	UNIT RATE	FEES
Nuclear Density Gauge	Per Technician during field compaction activities	Expense Item Billed per Unit	416	HR.	\$ 9.00	\$ 3,744.00
Field Vehicles	Per Field Inspector or Technician	Vehicle Per Day	101	EA.	\$ 116.00	\$ 11,716.00
			Subtotal:		\$	15,460
CONTINGENCIES OPTION						
PROFESSIONAL SERVICE	RELATED PROVISIONS:	ESTIMATED QUANTITY				
		AMOUNT	UNITS	UNIT RATE	FEES	
Overtime Contingency Allowance						
			0	HR.	\$ 184.50	\$ -
			Subtotal:		\$	-
			QUALITY ASSURANCE INSPECTION AND MATERIALS TESTING NOT TO EXCEED:			
			Subtotal:		\$	205,497

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.



Report to City Council

TO: Mayor and City Council

FROM: Manuel A. Mancha, Community Development Director

AGENDA DATE: October 4, 2022

TITLE: REAFFIRMATION OF HOUSING ELEMENT FINDINGS AND DETERMINATIONS

RECOMMENDED ACTION

Recommendation: That the City Council:

1. APPROVE Resolution No. 2022-XX Memorializing and Reaffirming Certain Housing Element Findings and Determinations as Approved by Resolution No. 2021-47.

SUMMARY

This report recommends the adoption of the attached Resolution memorializing and reaffirming certain findings and determinations set forth in the City's Housing Element as approved by Resolution No. 2021-47 approving the MOVAL 2040 General Plan.

DISCUSSION

Prior to certifying the City's Housing Element, the California Department of Housing and Community Development (HCD) recommends that the City adopt a resolution memorializing and reaffirming certain findings and determinations set forth in the City's Housing Element as approved Resolution No. 2021-47 which was adopted by the City Council when it approved the MOVAL 2040 General Plan, which included the City's Housing Element for 2021-29 planning period. By adopting this resolution, the City Council will simply memorialize and reaffirm the findings and determinations, as set forth in the Housing Element, that the existing uses on certain nonvacant sites identified in the 2021-29 Moreno Valley Housing Sites Inventory included in the City's Housing Element as Appendix A, to accommodate the lower-income RHNA will not constitute an impediment to additional residential development during the Housing Element's 2021-29 planning period.

ALTERNATIVES

1. Adopt the Resolution as recommended by the California Department of Housing and Community Development (HCD). *Staff recommends this option as this will fulfill a technical requirement that HCD needs to complete its certification of the City’s Housing Element.*
2. Do not adopt the proposed resolution. *Staff does not recommend this option as HCD will not certify the City’s Housing Element unless the findings and determinations are set forth in the context of a resolution approved by the City.*

FISCAL IMPACT

There is no fiscal impact with the recommended actions.

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Sean P. Kelleher
Planning Official

Department Head Approval:
Manuel A. Mancha
Community Development Director

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

To view large attachments, please click your “bookmarks”



on the left hand side of this document for the necessary attachment.

1. Resolution No. 2022-XX

APPROVALS

Budget Officer Approval

✓ Approved

9/28/22 10:59 AM

City Attorney Approval
City Manager Approval

✓ Approved
✓ Approved

9/28/22 11:22 AM

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY MEMORIALIZING THE REAFFIRMATION OF ITS FINDINGS AND DETERMINATION THAT THE EXISTING USES ON THE SITES IDENTIFIED IN THE HOUSING ELEMENT’S SITE INVENTORY TO ACCOMMODATE THE LOWER INCOME RHNA DO NOT CONSTITUTE AN IMPEDIMENT TO ADDITIONAL RESIDENTIAL DEVELOPMENT DURING THE 2021-2029 PLANNING PERIOD COVERED BY THE CITY OF MORENO VALLEY HOUSING ELEMENT

WHEREAS, on July 15, 2021, the Moreno Valley City Council (“City Council”) adopted Resolution No. 2021-47 approving MOVAL 2040 General Plan Amendment (PEN 19-0240), which included the approval of City of Moreno Valley Housing Element 2021-2029 (“Moreno Valley Housing Element”); and

WHEREAS, Section 5 “Recommendation” of Resolution No. 2021-47 authorized the Community Development Director to make minor changes to the General Plan Update (PEN19-0240), which included the Moreno Valley Housing Element, and associated documents to ensure compliance with State regulations, comments, and directives prior to submitting to the State for acceptance, when applicable; and

WHEREAS, the Moreno Valley Housing Element includes, as Appendix A, the 2021-29 Moreno Valley Housing Sites Inventory, which is a critical component of the Moreno Valley Housing Element in that it includes: (i) an inventory of housing opportunity sites; (ii) an analysis of the capacity of those sites to accommodate the City’s Regional Housing Needs Assessment (“RHNA”) allocation as determined by the Southern California Association of Governments (SCAG); and (iii) a map showing the location and spatial distribution of sites throughout the community; and

WHEREAS, the Moreno Valley Housing Element, as adopted by Resolution No. 2021-47, relies in part on nonvacant sites to accommodate 50 percent or more of the City’s RHNA for lower income households during the Moreno Valley Housing Element’s 2021-2029 planning period; and

WHEREAS, Government Code section 65583.2 provides in part that when a housing element relies of nonvacant sites to accommodate 50 percent or more of its RHNA for lower income households, the nonvacant site’s existing uses are presume to impede additional residential development, unless the housing element describes findings based on substantial evidence that the existing uses will likely be discontinued during the planning period; and

WHEREAS, staff has determined that the existing uses on the sites identified in the Moreno Valley Housing Element’s 2021-29 Moreno Valley Housing Sites Inventory to accommodate the lower income RHNA do not constitute an impediment to additional residential development during the 2021-2029 planning period covered by the Moreno

Attachment: Resolution No. 2022-XX (5965 : REAFFIRMATION OF HOUSING ELEMENT FINDINGS)

Valley Housing Element, as currently reflected in the Moreno Valley Housing Element; and

WHEREAS, the purpose of this Resolution is to memorialize the reaffirmation of the City Council’s findings and determination that when it adopted the Moreno Valley Housing Element, that based on substantial evidence, as articulated in the current Moreno Valley Housing Element, that the existing uses in the sites identified on the Moreno Valley Housing Element’s 2021-29 Moreno Valley Housing Sites Inventory to accommodate the lower income RHNA are likely to be discontinued during the Moreno Valley Housing Element’s 2021-2029 planning period, and therefore do not constitute an impediment to additional residential development during the Moreno Valley Housing Element’s 2021-2029 planning period.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals and Exhibits

That the foregoing Recitals are true and correct and are hereby incorporated by this reference.

Section 2. Substantial Evidence

That the City Council has considered the evidence contained in the Moreno Valley Housing Element, which include facts, reasonable assumptions predicated upon certain facts, and expert opinion supported by certain facts, including but not limited to an analysis of existing leases, building conditions, age of construction, assessed value, floor area ratios, location, zoning and types of permits, pertaining to certain nonvacant sites contained in the 2021-29 Moreno Valley Housing Sites Inventory as set forth in Appendix A of the Moreno Valley Housing Element.

Section 3. Findings and Determinations

That based on the content of the foregoing Recitals and the Substantial Evidence as described hereinabove, the City Council reaffirms its findings and determination that based on observations set forth in the Moreno Valley Housing Element of site underutilization, such as but not limited to, low assessed value ratio, low floor area ratio, age of existing structures, vacancy rates, and location away from high traffic/high visibility intersections, that the existing uses on the sites identified in 2021-29 Moreno Valley Housing Sites Inventory as set forth in Appendix A of the Moreno Valley Housing Element to accommodate the lower income RHNA are likely to be discontinued, replaced, or redeveloped during the Moreno Valley Housing Element’s 2021-29 planning period, and therefore do not constitute an impediment to additional residential development during the Moreno Valley Housing Element’s 2021-29 planning period.

Attachment: Resolution No. 2022-XX (5965 : REAFFIRMATION OF HOUSING ELEMENT FINDINGS)

Section 4. Conclusion

That based on the content of the foregoing Recitals, the Substantial Evidence as described hereinabove, and the reaffirmation of the above Findings and Determinations, the City Council hereby memorializes and reaffirms its conclusion that the existing uses on the sites identified in the Moreno Valley Housing Element's site inventory to accommodate the lower income RHNA do not constitute an impediment to additional residential development during the 2021-2029 planning period covered by the Moreno Valley Housing Element.

Section 5. Severability

That the City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

Section 6. Effective Date

That this Resolution shall take effect immediately upon the date of adoption.

Section 7. Certification.

That the City Clerk shall certify to the passage of this Resolution.

PASSED AND ADOPTED THIS ____ day of October 2022.

Dr. Yxstian A. Gutierrez, Mayor

ATTEST:

Jane Halstead, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

Attachment: Resolution No. 2022-XX (5965 : REAFFIRMATION OF HOUSING ELEMENT FINDINGS)



Report to City Council

TO: Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: October 4, 2022

TITLE: PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) - AMENDMENT NOS. 40, 41 AND 43-46 (RESO. NOS. CSD 2022- __ TO CSD 2022-__)

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 40) (12360 Yuma Court Land Trust, located at 12360 Yuma Ct.).
2. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 41) (Jonathan R. and Raquel B. Urmeneta Hoover, located at 12273 Turton Ln.).
3. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 43) (Roman Romero and Alicia L. Palomino, located at 25476 Kalmia St.).

4. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 44) (Salvador Rangel and Gloria Casillas, located at 22800 Bay Ave.).
5. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 45) (Rosalba and Miguel Angel Peraza, located at 23268 Lawless Rd.).
6. Adopt Resolution No. 2022-____, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 46) (Alberto Zaragoza, located at 25469 Lupine Ln.).

SUMMARY

Adoption of the resolutions (Attachments 1-6) will certify the annexation of 6 parcels into Community Facilities District (CFD) No. 2021-01 (Parks Maintenance) ("District"). This action impacts only the property owners identified below, not the general citizens or taxpayers of the City.

DISCUSSION

As a condition of approval for the development projects identified below, the applicants are required to provide an ongoing funding source for maintenance of certain public facilities (e.g., parks). The funding is used to mitigate the cost of the impacts created by the proposed development.

Property Owner Project ACP Record #s	Amendment No.	APNs	Location
12360 Yuma Court Land Trust Accessory Dwelling Unit (ADU) SCP22-0053	40	479-422-006	12360 Yuma Ct.
Jonathan R. and Raquel B. Urmeneta Hoover Accessory Dwelling Unit (ADU) SCP22-0044	41	291-393-011	12273 Turton Ln.
Roman Romero and Alicia L. Palomino Accessory Dwelling Unit (ADU) PEN21-0324/SCP22-0065	43	474-402-001	25476 Kalmia St.
Salvador Rangel and Gloria Casillas Accessory Dwelling Unit (ADU) SCP22-0066	44	291-281-020	22800 Bay Ave.
Rosalba and Miguel Angel Peraza Accessory Dwelling Unit (ADU) SCP22-0068	45	259-550-001	23268 Lawless Rd.
Alberto Zaragoza Accessory Dwelling Unit (ADU) SCP22-0070	46	312-182-017	25469 Lupine Ln.

On June 1, 2021, the CSD Board formed CFD No. 2021-01, pursuant to the Mello-Roos Community Facilities Act of 1982. The District was created to provide the development community with an alternative funding tool to mitigate the impacts of their proposed development. If a property owner elects to annex the parcels of their development into the District, they also authorize the CSD to annually levy a special tax, collected on the annual property tax bill, against property in the development project. Thus, satisfying the condition of approval.

On December 21, 2021, the CSD Board adopted Ordinance No. 56, which designated the entire territory of the City as a future annexation area for the District. With the future annexation area designated, annexations can occur without an additional public hearing as long as the annexing landowner provides unanimous consent. Once annexed, parcels are subject to the annual special tax to fund the service they are receiving.

An applicant has two options to satisfy the condition(s) of approval:

1. The property owner submits a Landowner Petition unanimously approving annexation of the property into the District. Approval of the petition and special tax rate allows the City to annually levy the special tax on the property tax bill of the property. This option is only available if there are fewer than 12 registered voters living within the proposed annexation area; or
2. The applicant funds an endowment in an amount sufficient to yield an annual revenue stream that meets the annual obligation and provides for the ongoing operation and maintenance of parks facilities.

The Property Owners listed above elected to annex their property into CFD No. 2021-01 and have the special tax applied to the annual property tax bill. The Office of the Riverside County Registrar of Voters confirmed the number of registered voters residing at each property, allowing a special election of the landowner. Adoption of the resolutions (Attachments 1-6) amends the District and adds the property to the tax rate area identified in the Fiscal Impact section of this report. The resolutions also direct the recordation of the boundary maps (Attachments 7-12) and amended notice of special tax liens for the amendments. The Election Official confirmed the Property Owners unanimously approved the annexation of their property into the District (Attachments 13-18).

ALTERNATIVES

1. Adopt the resolutions. *Staff recommends this alternative since it will annex the properties into CFD No. 2021-01 at the request of the Property Owners and satisfy the condition of approval for the proposed developments.*
2. Do not adopt the resolutions. *Staff does not recommend this alternative because it is contrary to the request of the Property Owners, will not satisfy the condition of approval, and may delay development of the projects.*
3. Do not adopt the resolutions but rather continue the item to a future regularly scheduled City Council meeting. *Staff does not recommend this alternative as it will delay the Property Owners from satisfying the condition of approval and may delay development of the projects.*

FISCAL IMPACT

Revenue received from the special tax is restricted and can only be used to fund the services for each tax rate area within the District. The special tax can only be applied to a property tax bill of a parcel wherein the qualified electors (i.e., landowners or registered voters, depending upon the number of registered voters) have previously provided approval. If the projected revenue from the maximum special tax exceeds what is necessary to fund the services within the tax rate area, a lower amount will be applied to the property tax bill for all of the properties within the affected tax rate area. The maximum special tax rates are detailed below.

Property Owner Project ACP Record #s	Amendment No.	Property Type	FY 2022/23 Maximum Special Tax Rate
12360 Yuma Court Land Trust Accessory Dwelling Unit (ADU) SCP22-0053	40	Single-Family	\$308.38 per unit
Jonathan R. and Raquel B. Urmeneta Hoover Accessory Dwelling Unit (ADU) SCP22-0044	41	Single-Family	\$308.38 per unit
Roman Romero and Alicia L. Palomino Accessory Dwelling Unit (ADU) PEN21-0324/SCP22-0065	43	Single-Family	\$308.38 per unit
Salvador Rangel and Gloria Casillas Accessory Dwelling Unit (ADU) SCP22-0066	44	Single-Family	\$308.38 per unit
Rosalba and Miguel Angel Peraza Accessory Dwelling Unit (ADU) SCP22-0068	45	Single-Family	\$308.38 per unit
Alberto Zaragoza Accessory Dwelling Unit (ADU) SCP22-0070	46	Single-Family	\$308.38 per unit

The maximum special tax rate is subject to an annual inflation adjustment based on the change in the Consumer Price Index (CPI) or five percent (5%), whichever is greater. However, the annual adjustment cannot be applied unless the CSD Board annually authorizes such adjustment. The increase to the maximum special tax rate cannot exceed the annual inflationary adjustment without a two-thirds approval of the qualified electors within the affected tax rate area.

NOTIFICATION

The Landowner Petitions were emailed to the Property Owners on September 8, 2022.

PREPARATION OF STAFF REPORT

Prepared by:
Kimberly Ganimian
Special Districts Division Manager

Department Head Approval:
Brian Mohan
Assistant City Manager

Concurred by:
Jeremy Bubnick
Parks & Community Services Director

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

CITY COUNCIL STRATEGIC PRIORITIES

1. **Economic Development**
2. **Public Safety**
3. **Library**
4. **Infrastructure**
5. **Beautification, Community Engagement, and Quality of Life**
6. **Youth Programs**

Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

Objective 5.2: Promote the installation and maintenance of cost effective, low maintenance landscape, hardscape and other improvements which create a clean, inviting community.

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

1. Resolution Ordering Annexation - Amendment No. 40
2. Resolution Ordering Annexation - Amendment No. 41
3. Resolution Ordering Annexation - Amendment No. 43
4. Resolution Ordering Annexation - Amendment No. 44
5. Resolution Ordering Annexation - Amendment No. 45
6. Resolution Ordering Annexation - Amendment No. 46
7. Boundary Map - Amendment No. 40
8. Boundary Map - Amendment No. 41
9. Boundary Map - Amendment No. 43
10. Boundary Map - Amendment No. 44
11. Boundary Map - Amendment No. 45
12. Boundary Map - Amendment No. 46
13. Certificate of Election Official - Amendment No. 40
14. Certificate of Election Official - Amendment No. 41
15. Certificate of Election Official - Amendment No. 43

- 16. Certificate of Election Official - Amendment No. 44
- 17. Certificate of Election Official - Amendment No. 45
- 18. Certificate of Election Official - Amendment No. 46

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/27/22 11:35 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/27/22 12:51 PM

RESOLUTION NO. 2022-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 40 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1
Resolution No. 2022-____
Date Adopted: October 4, 2022

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

2
Resolution No. CSD 2022-____
Date Adopted: October 4, 2022

APPROVED AND ADOPTED this 4th day of October 2022.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2022-3
Date Adopted: October 4, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 40 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2022-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 4th day of October 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2022-____ 4
Date Adopted: October 4, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 40 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

EXHIBIT A

List of Annexation Parcel(s)	
Amendment Map No.	Assessor's Parcel Number
40	479-422-006

Attachment: Resolution Ordering Annexation - Amendment No. 40 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2022-5
Date Adopted: October 4, 2022

EXHIBIT B

**AMENDMENT NO. 40 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

Sheet 1 of 1

(THIS MAP AMENDS BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON THE SOLELY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, AND IS RECORDED AT BOOK 08 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN PARCEL NO. 11152 OF THE COUNTY RECORDERS OFFICE, THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____ 2022.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, IS A TRUE AND CORRECT REPRESENTATION OF THE BOUNDARIES OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AS REPRESENTED THEREON, FILED ON THE _____ DAY OF _____ 2022, BY THE RESOLUTION NO. _____

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS _____ DAY OF _____ 2022 AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ (PAGE) OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN PARCEL NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO A BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON MAY 4, 2021 IN BOOK 08 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE 69 AS INSTRUMENT NO. 002206.

REFERENCE IS FURTHER MADE TO A LOCATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INSTRUMENT NO. 002206 AND THE FULL-SCALE MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INSTRUMENT NO. 002206. THE FULL-SCALE MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INSTRUMENT NO. 002206, IS FILED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON OCTOBER 27, 2021 IN BOOK 07, PAGE 31 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 002206. THE WITHIN MAP DESIGNATES THE TERRITORY SHOWN THEREON AS BEING THE TERRITORY TO BE ANNEXED TO THE COMMUNITY FACILITIES DISTRICT HEREON THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS AND A L.1. GOVERN FOR A L.1. DETAILS COLORING THE RIVERSIDE AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 4006 Feet

Attachment: Resolution Ordering Annexation - Amendment No. 40 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION NO. 2022-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 41 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1
Resolution No. 2022-____
Date Adopted: October 4, 2022

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

2
Resolution No. CSD 2022-____
Date Adopted: October 4, 2022

APPROVED AND ADOPTED this 4th day of October 2022.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2022-3
Date Adopted: October 4, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 41 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2022-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 4th day of October 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2022-____ 4
Date Adopted: October 4, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 41 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

EXHIBIT A

List of Annexation Parcel(s)	
Amendment Map No.	Assessor's Parcel Number
41	291-393-011

Attachment: Resolution Ordering Annexation - Amendment No. 41 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2022-5
Date Adopted: October 4, 2022

EXHIBIT B

**AMENDMENT NO. 41 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)**

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

THIS MAP AMENDS BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREOFF, THE BOUNDARY MAP OF THE CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS APPROVED BY THE BOARD OF ELECTIONS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____ BY ITS RESOLUTION NO. _____.

Sheet 1 of 1

THIS IS THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____, 20____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITH-IN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF ELECTIONS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I FILED THIS _____ DAY OF _____, 20____ AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSASSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUCTED BY _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TERRITORY PASSED FOR ANNEXATION, AND COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AS AMENDMENT NO. 41-2021-01.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TERRITORY PASSED FOR ANNEXATION, IN THE FUTURE WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED TO THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WITH THE ANNEXATION PARCEL OF THE OWNER OF EACH PARCEL OF LANDS WITHIN THE TERRITORY OR THOSE PARCELS ARE ANNEXED RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 01, 2011 IN BOOK 37, PAGE 311 OF MAPS OF ASSASSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2011-035247 WHICH GRANTS THE TERRITORY SHOWN HEREOFF AS TERRITORY FOR THE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT NO. 2021-01.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSASSMENT PARCELS REFERENCED IS MADE TO THE MAPS OF THE ASSASSMENT COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE DETAILS OF COUNTY ASSASSMENT MAPS IS A.L. GOVERN FOR A.L. DETAILS COVERING THE LINES AND DIMENSIONS OF SUB-DIVISIONS.

Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 5406 Feet

NBS

Attachment: Resolution Ordering Annexation - Amendment No. 41 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2022-____
Date Adopted: October 4, 2022

RESOLUTION NO. 2022-___

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 43 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1

Resolution No. 2022-___
Date Adopted: October 4, 2022

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

2
Resolution No. CSD 2022-____
Date Adopted: October 4, 2022

APPROVED AND ADOPTED this 4th day of October 2022.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2022-3
Date Adopted: October 4, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 43 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2022-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 4th day of October 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2022-____
Date Adopted: October 4, 2022

EXHIBIT A

List of Annexation Parcel(s)	
Amendment Map No.	Assessor's Parcel Number
43	474-402-001

Attachment: Resolution Ordering Annexation - Amendment No. 43 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2022-5
Date Adopted: October 4, 2022

EXHIBIT B

**AMENDMENT NO. 43 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

Sheet 1 of 1

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PREPARED AT BOOK 99 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS FILED IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____, 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20__ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS _____ DAY OF _____, 20__ AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 99 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 64-66 INSTRUMENT NO. 2021-028204.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THE TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL, OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 97, PAGE 31 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-029742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSessor PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 5406 Feet

Legend

- Annexation Parcel
- Dissevering Area Parcels

0 50 100 200 Feet

Attachment: Resolution Ordering Annexation - Amendment No. 43 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION NO. 2022-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 44 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1

Resolution No. 2022-____
Date Adopted: October 4, 2022

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

2
Resolution No. CSD 2022-____
Date Adopted: October 4, 2022

APPROVED AND ADOPTED this 4th day of October 2022.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2022-3
Date Adopted: October 4, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 44 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2022-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 4th day of October 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2022-____
Date Adopted: October 4, 2022

EXHIBIT A

List of Annexation Parcel(s)	
Amendment Map No.	Assessor's Parcel Number
44	291-281-020

Attachment: Resolution Ordering Annexation - Amendment No. 44 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2022-5
Date Adopted: October 4, 2022

EXHIBIT B

**AMENDMENT NO. 44 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

THIS MAP WAS MADE, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR THE CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, FROM RECORDS AT BOOK 96 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 69, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

Sheet 1 of 1

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____ 20____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____ 20____ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS _____ DAY OF _____ 20____ AT THE HOUR OF _____ O'CLOCK _____ P.M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE 69 AS INSTRUMENT NO. 2021-028034.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT CITY OF MORENO VALLEY COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE INDIANAPOLIS APPROVAL OF THE OWNER OR OWNERS OF SAID PARCEL OR PARCELS AT THE TIME THAT SAID PARCEL OR THOSE PARCELS ARE MANUALLY RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 97, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-035742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREIN.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0405 Foot

NBS

Attachment: Resolution Ordering Annexation - Amendment No. 44 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

6
Resolution No. CSD 2022-_____
Date Adopted: October 4, 2022

RESOLUTION NO. 2022-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 45 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1

Resolution No. 2022-____
Date Adopted: October 4, 2022

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

2
Resolution No. CSD 2022-____
Date Adopted: October 4, 2022

APPROVED AND ADOPTED this 4th day of October 2022.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2022-3
Date Adopted: October 4, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 45 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2022-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 4th day of October 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2022-____
Date Adopted: October 4, 2022

EXHIBIT A

List of Annexation Parcel(s)	
Amendment Map No.	Assessor's Parcel Number
45	259-550-001

Attachment: Resolution Ordering Annexation - Amendment No. 45 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2022-5
Date Adopted: October 4, 2022

EXHIBIT B

**AMENDMENT NO. 45 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED TO BOOK 98 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 98 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)

Sheet 1 of 1

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____ 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITH-IN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____ 20__ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS _____ DAY OF _____ 20__ AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 98 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 98 AS INSTRUMENT NO. 2021-0289004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THESE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 67, PAGE 91 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREON AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 4406 Feet

Attachment: Resolution Ordering Annexation - Amendment No. 45 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

6
Resolution No. CSD 2022-
Date Adopted: October 4, 2022

RESOLUTION NO. 2022-___

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 46 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1

Resolution No. 2022-___
Date Adopted: October 4, 2022

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

2
Resolution No. CSD 2022-____
Date Adopted: October 4, 2022

APPROVED AND ADOPTED this 4th day of October 2022.

Mayor of the City of Moreno Valley,
acting in the capacity as President of the
Board for the Moreno Valley Community
Services District

ATTEST:

City Clerk of the City of Moreno Valley,
acting in the capacity of Secretary of
the Moreno Valley Community
Services District

APPROVED AS TO FORM:

City Attorney of the City of Moreno Valley,
acting in the capacity of General Counsel
of the Moreno Valley Community Services District

Resolution No. CSD 2022-3
Date Adopted: October 4, 2022

Attachment: Resolution Ordering Annexation - Amendment No. 46 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2022-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 4th day of October 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2022-____
Date Adopted: October 4, 2022

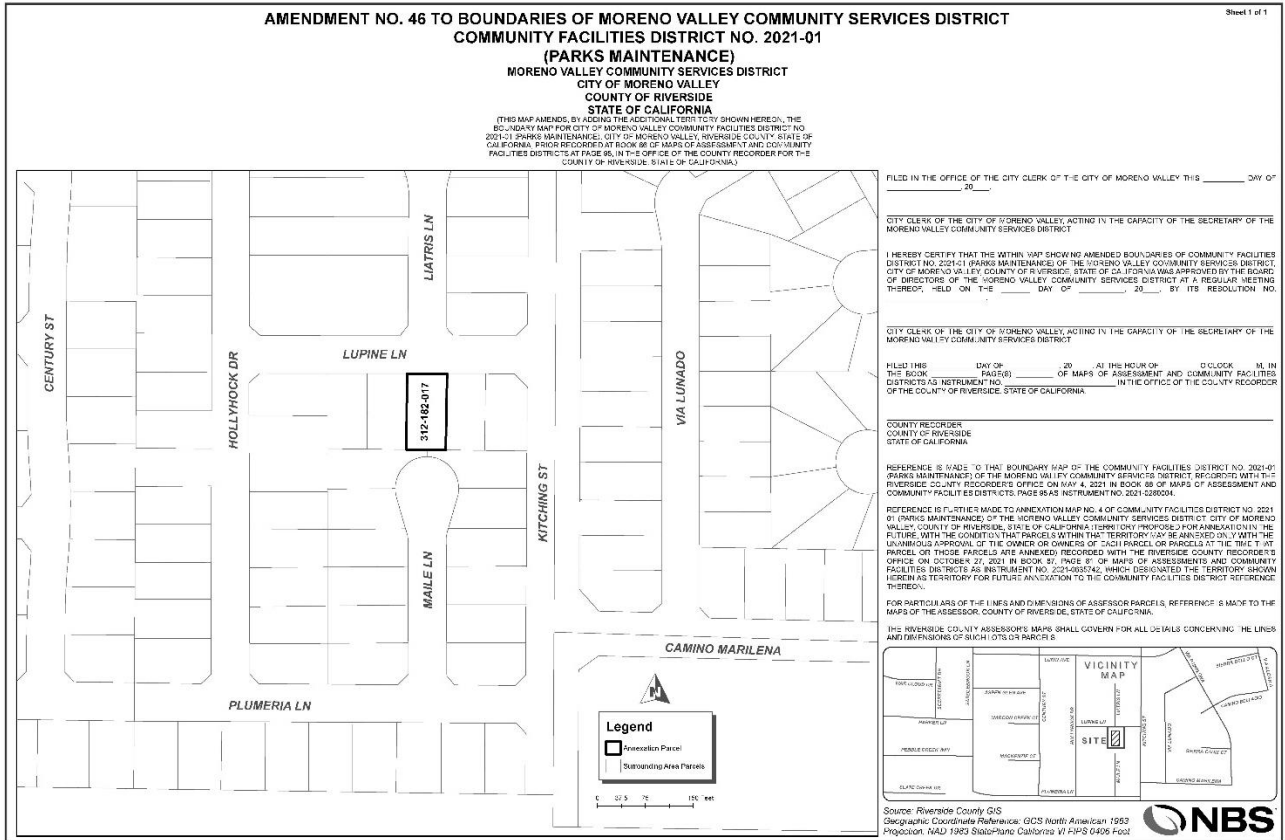
EXHIBIT A

List of Annexation Parcel(s)	
Amendment Map No.	Assessor's Parcel Number
46	312-182-017

Attachment: Resolution Ordering Annexation - Amendment No. 46 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2022-5
Date Adopted: October 4, 2022

EXHIBIT B



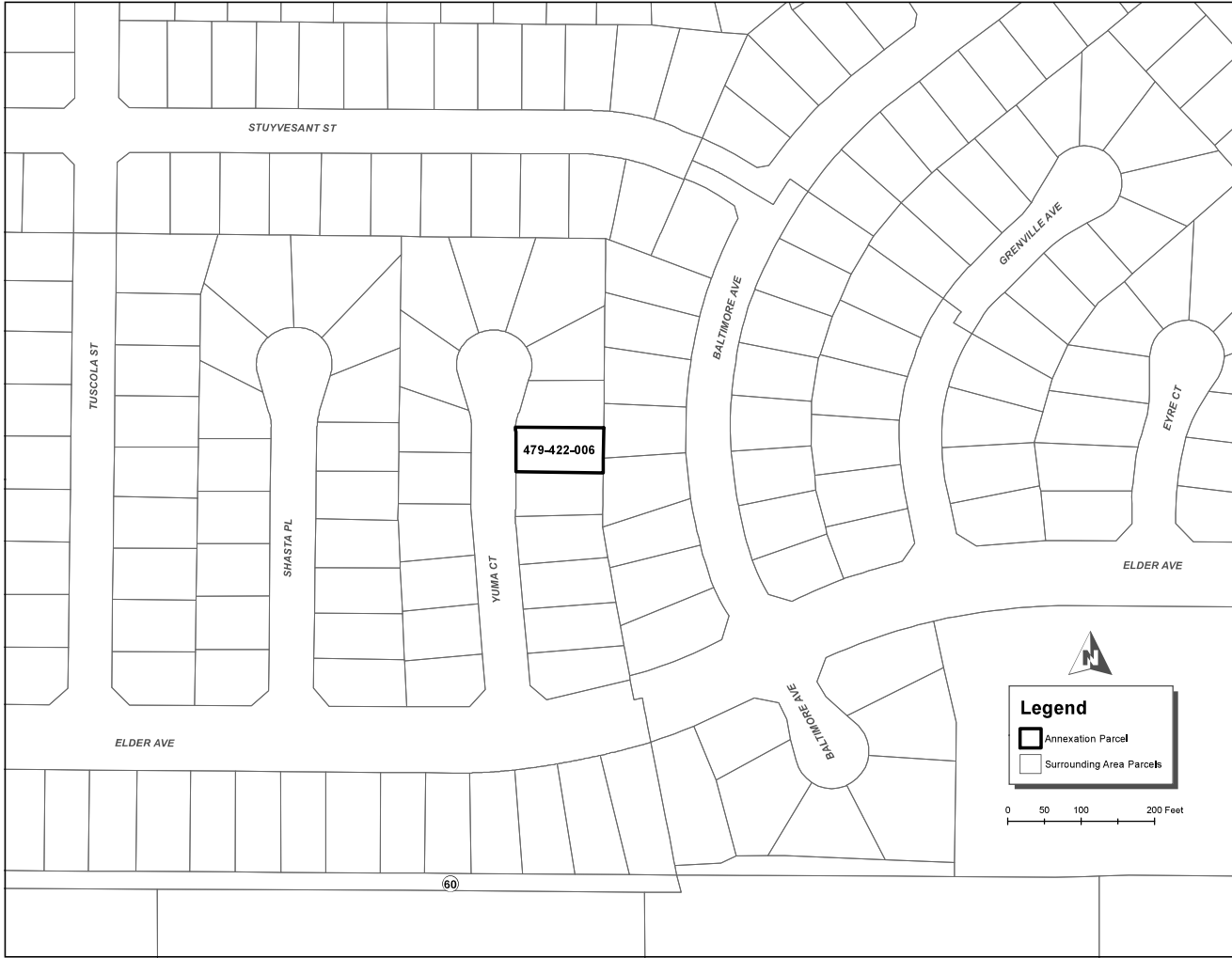
Attachment: Resolution Ordering Annexation - Amendment No. 46 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

AMENDMENT NO. 40 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)

Sheet 1 of 1

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____, 20__

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20__ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS _____ DAY OF _____, 20__ AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

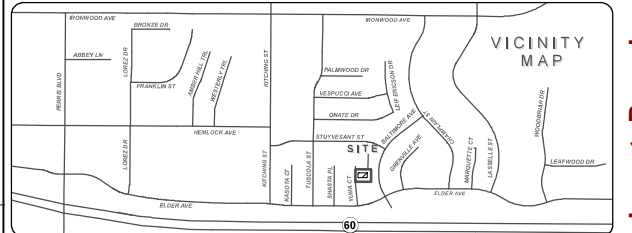
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



Attachment: Boundary Map - Amendment No. 40 (5912 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 41 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)

Sheet 1 of 1

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____, 20__

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20__ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS _____ DAY OF _____, 20__ AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

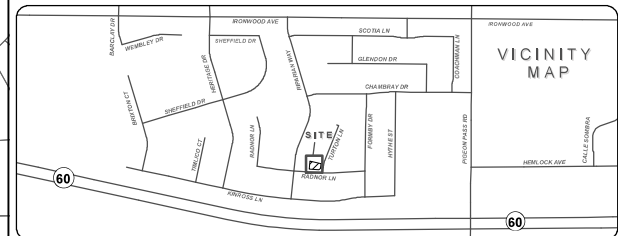
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



Legend
[Black outline] Annexation Parcel
[Grey outline] Surrounding Area Parcels
0 50 100 200 Feet

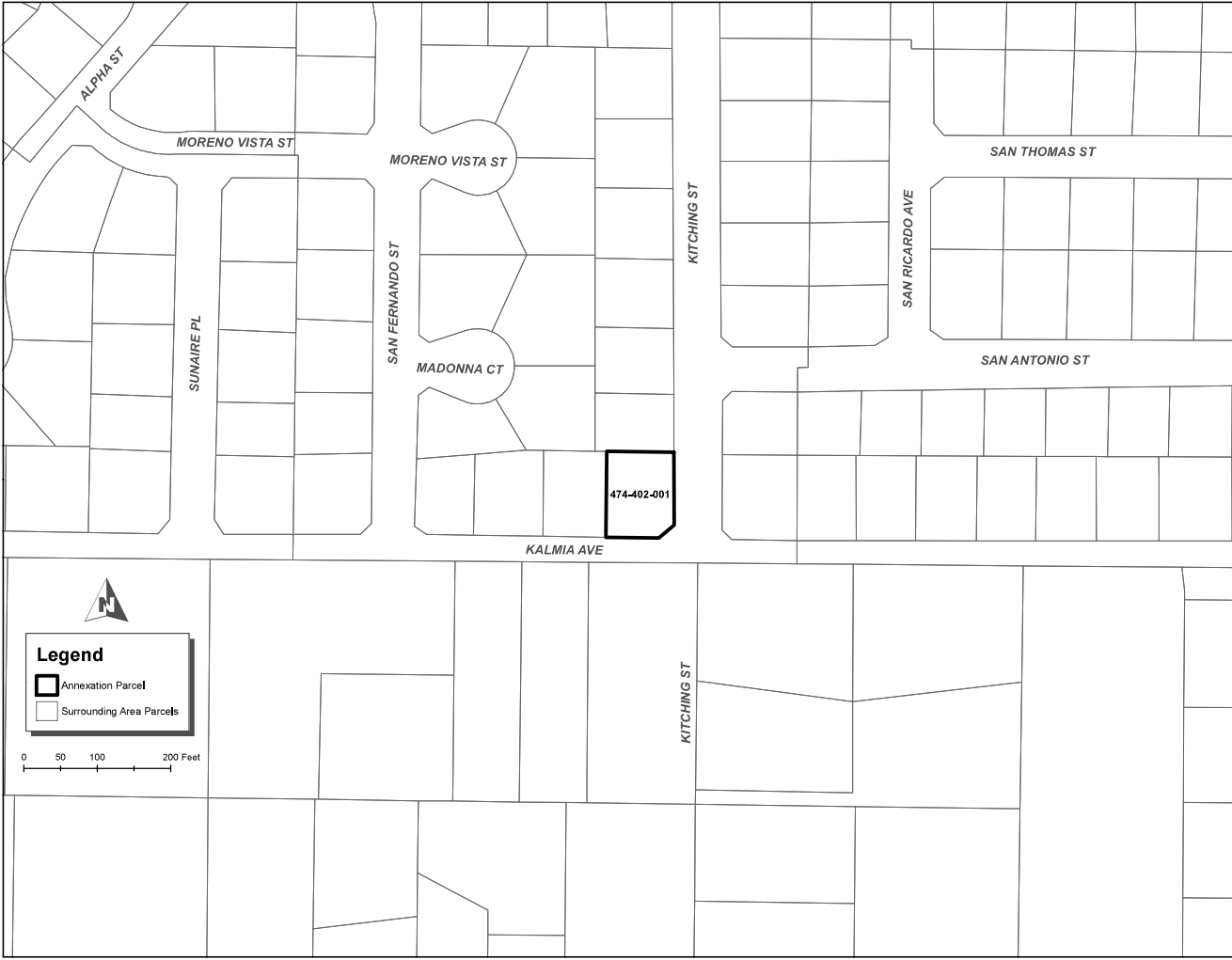
Attachment: Boundary Map - Amendment No. 41 (5912 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 43 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)

Sheet 1 of 1

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____, 20____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS _____ DAY OF _____, 20____ AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

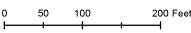
THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



Legend
■ Annexation Parcel
□ Surrounding Area Parcels



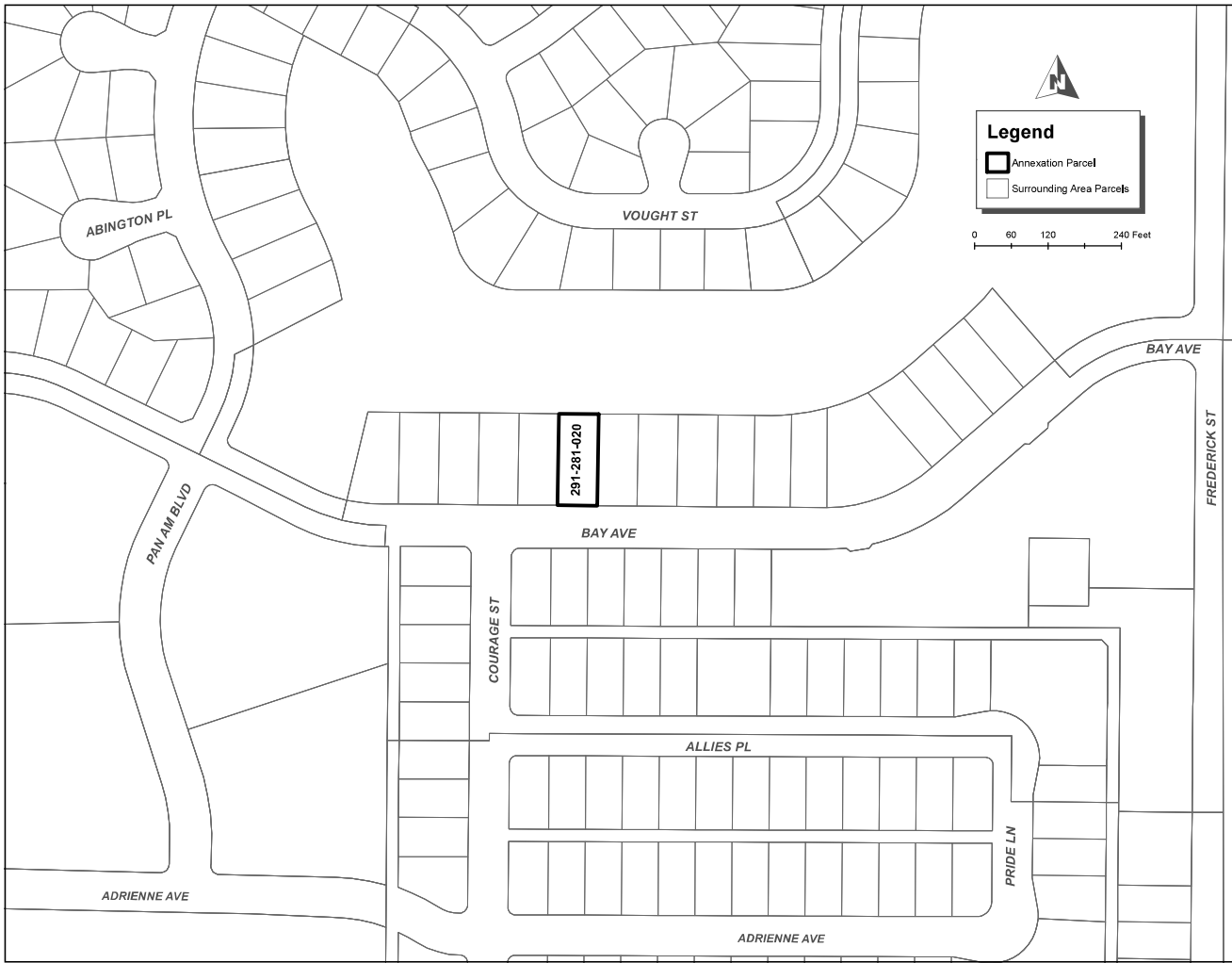
Attachment: Boundary Map - Amendment No. 43 (5912 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 44 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

Sheet 1 of 1

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____, 20____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS _____ DAY OF _____, 20____ AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



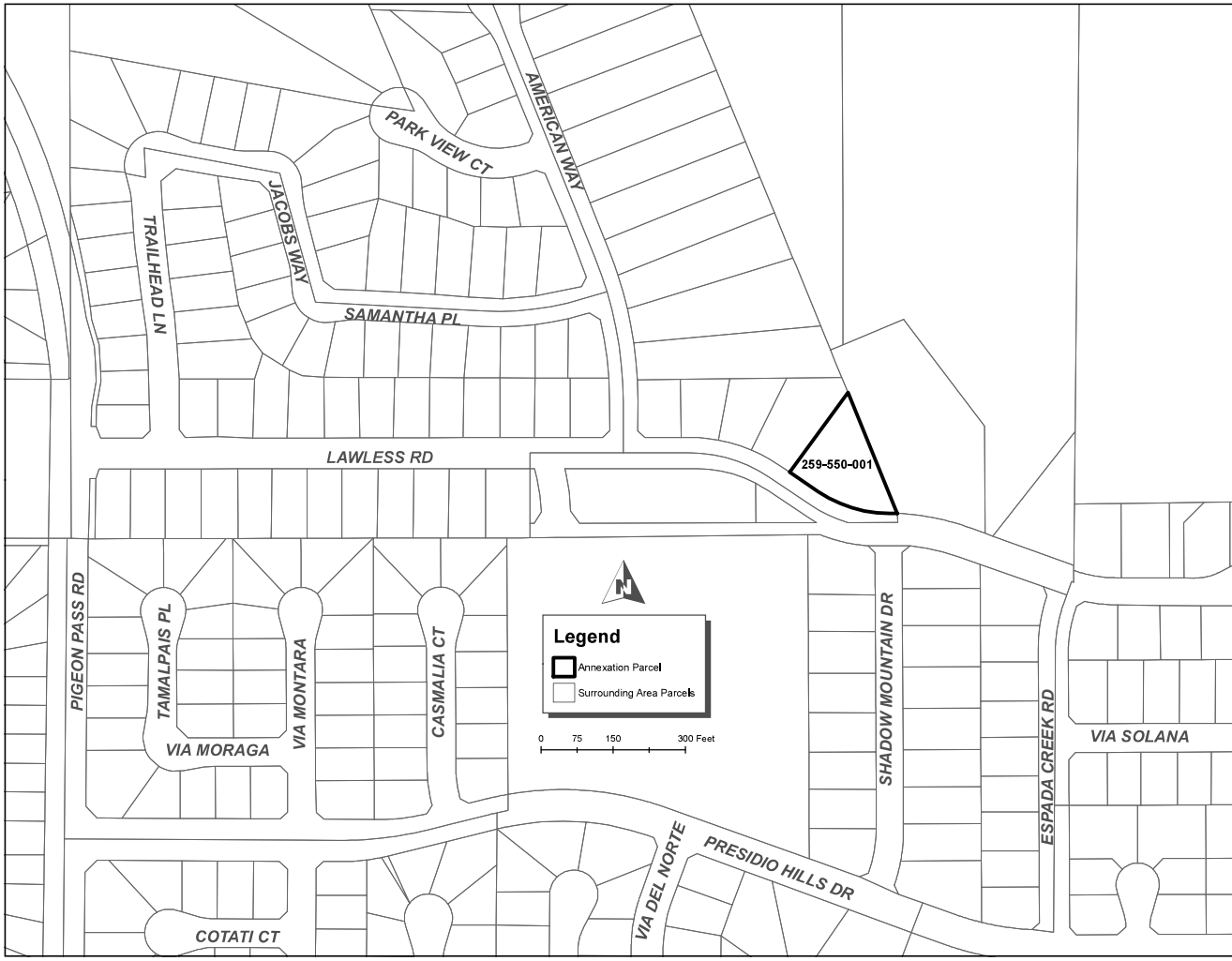
Attachment: Boundary Map - Amendment No. 44 (5912 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 45 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01

Sheet 1 of 1

(PARKS MAINTENANCE)
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____, 20____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS _____ DAY OF _____, 20____ AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

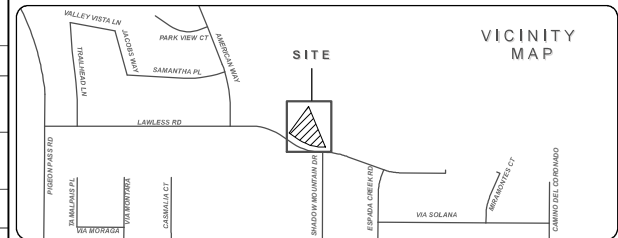
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

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THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS
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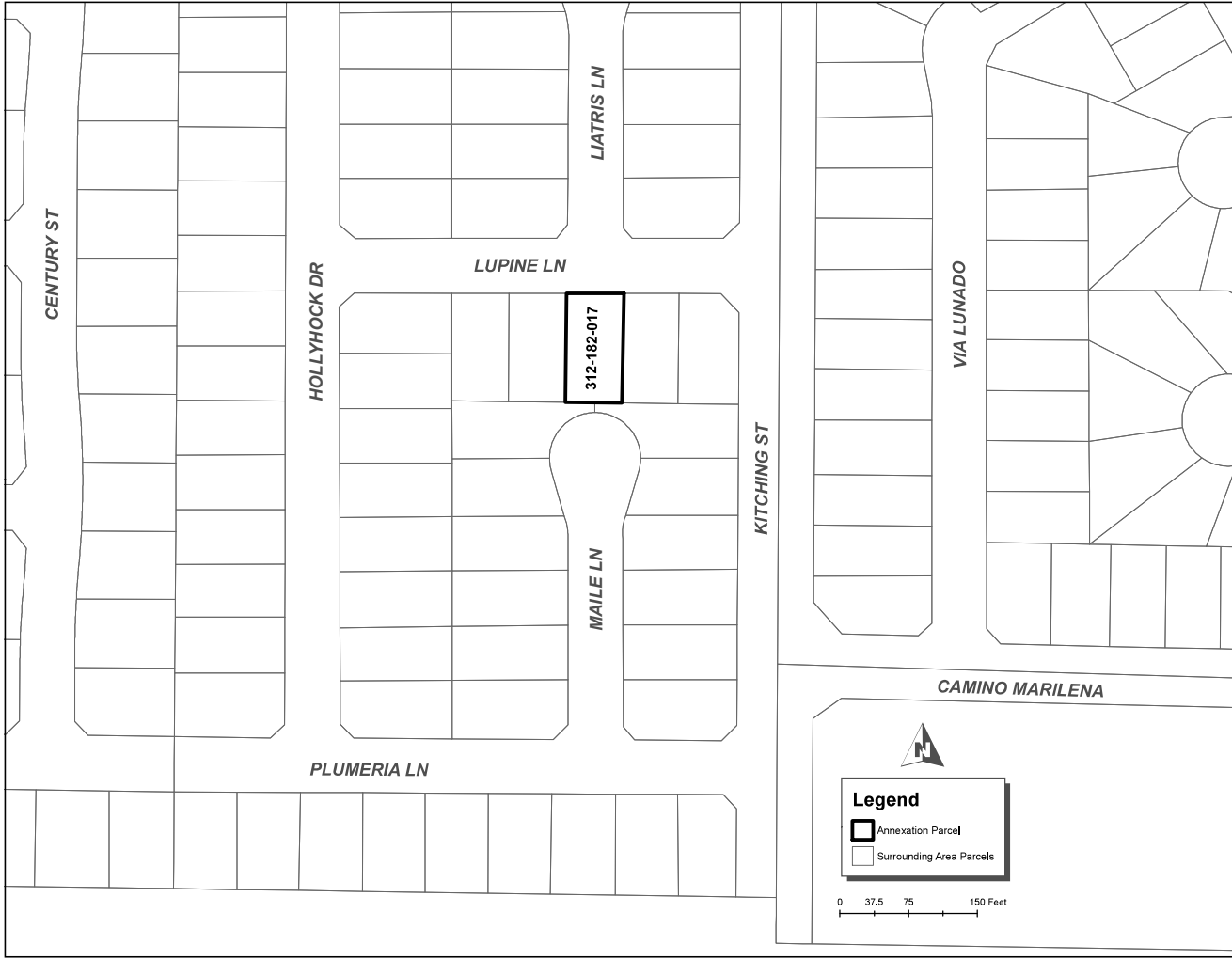
Attachment: Boundary Map - Amendment No. 45 (5912 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 46 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)

Sheet 1 of 1

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



Legend
■ Annexation Parcel
□ Surrounding Area Parcels



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____, 20____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS _____ DAY OF _____, 20____ AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

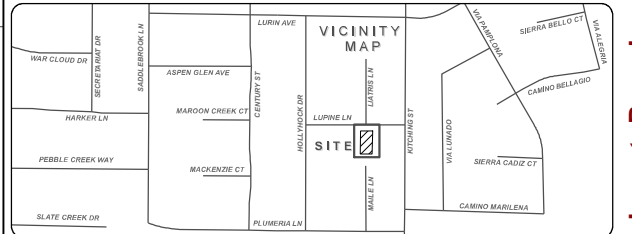
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



Attachment: Boundary Map - Amendment No. 46 (5912 : PURSUANT TO LANDOWNER PETITIONS,

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **September 15, 2022**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 40

WITNESS my hand this 15th day of September , 2022.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 40 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **September 14, 2022**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 41

WITNESS my hand this 14th day of September , 2022.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 41 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**


STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **September 14, 2022**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 43

WITNESS my hand this 14th day of September , 2022.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 43 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**


STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **September 15, 2022**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 45

WITNESS my hand this 15th day of September , 2022.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 45 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**


STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **September 14, 2022**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 46

WITNESS my hand this 14th day of September , 2022.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 46 (5912 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS



Report to City Council

TO: Mayor and City Council
 Mayor and City Council Acting in its Capacity as
 President and Members of the Board of Directors of the
 Moreno Valley Community Services District (CSD)

FROM: Jeremy Bubnick, Parks & Community Services Director

AGENDA DATE: October 4, 2022

TITLE: APPROVE AND EXECUTE PROFESSIONAL
 CONSULTANT AGREEMENT FOR PARKS, COMMUNITY
 SERVICES & TRAILS MASTER PLAN

RECOMMENDED ACTION

Recommendations: That the City Council and CSD:

1. Award a Professional Consultant Services Agreement for the Parks, Community Services, and Trails Master Plan to KTU&A in the amount not to exceed \$240,000.
2. Authorize the City Manager to execute an agreement with KTU&A for the Parks, Community Services, and Trails Master Plan and issue the associated Purchase Order once the Agreement has been fully executed.
3. Authorize the City Manager to execute any subsequent related Extensions or Amendments to the Agreement, subject to approval of the City Attorney.

SUMMARY

On July 20, 2022, the City of Moreno Valley (City) Evaluation Committee completed evaluations in response to Request for Proposal (RFP) # 2022-065. As a result of the RFP evaluations, this report recommends approving the Professional Consultant Services Agreement with KTU&A for the Parks, Community Services, and Trails Master Plan beginning fiscal year 2022/23.

DISCUSSION

The City of Moreno Valley has a Parks, Recreation and Open Space Master Plan that was published in 2010. Since then, the City has expanded and has drastically risen in residential, commercial, and industrial developments; thus, a need to update the plan. The update of the Parks, Recreation and Open Space Master Plan is crucial and integral in ensuring the build out of the City is aligned with green elements and conducive to providing a foundation for healthy thriving community.

The City is seeking a system-wide approach to evaluating recreation areas, existing parks, trails, and identifying potential open space land and facility demands to develop goals, policies, and guidelines along with achievable strategies to meet the needs for community residents. These services will require the consultant to collect and analyze data to develop a clear set of goals, policies and standards for the City's Park system, open space, trails, recreation facilities and program development for the next five years. The consultant will work closely with City staff in preparing the Parks, Community Services and Trails Master Plan and will create a document for distribution to the public.

The Parks, Community Services, and Trails Master Plan will become an element of the current Moreno Valley Comprehensive General Plan and will require the approval of the Parks, Community Services and Trails Committee, Planning Commission, and the City Council. This process is to include developing a comprehensive inventory, and analysis of forecasted needs and implementation strategies.

On June 20, 2022, the Parks and Community Services Department issued RFP # 2022-065: Professional Services for Parks, Community Services, and Trails Master Plan. A total of 428 vendors registered with the City were notified of the RFP through PlanetBids. Two proposals were received by the deadline of July 7, 2022. Both proposals were deemed responsive, having provided the documentation necessary to meet all minimum qualifications as listed in the RFP. The second stage consisted of evaluating and scoring the proposals.

The Evaluation Committee was comprised of six City staff members, representing Parks & Community Services and Public Works department including the Parks & Community Services Park Director, Parks & Community Services Deputy Director, Parks & Community Services Senior Management Analyst, Parks Superintendent, Community Services Superintendent, and the Engineering Division Manager/Assistant City Engineer.

The proposal evaluation criteria consisted of Project Approach, Project Team, Project Schedule, Past Project Experience & Client References, Project Fee Structure & Cost Estimate, and Presentation of Proposal. After evaluating and scoring both proposals, KTU&A received the highest score from all evaluators.

The City would like to move forward with selecting and entering into a Professional Consultant Services Agreement with KTU&A for the City's Parks, Community Services, and Trails Master Plan. The City plans to enter into a 12 month agreement for completion of the plan including but not limited to the Public Process, Outreach, Surveys, Demographic and Trend Analysis, Existing and Future Facilities Analysis of Level of Service, Prioritizing Demand and Opportunities, Analysis of Programs and

Services, Progress Reporting, Action Plan, Development of Final Plans and Supporting Materials and Final Master Plan.

ALTERNATIVES

1. Approve the Professional Consultant Services Agreement with KTU&A.; Authorize the City Manager to execute an Agreement with KTU&A for professional consultant services for the Parks, Community Services, and Trails Master Plan beginning Fiscal Year 2022/23 and the associated Purchase Order; and Authorize the City Manager to execute any subsequent related Extensions or Amendments to the Agreement, subject to approval of the City Attorney. ***Staff recommends this alternative as it will allow the City, in partnership with KTU&A, to update its Parks, Community Services, and Trails Master Plan***
2. Do not approve the agreement with KTU&A, do not Authorize the City Manager to execute the Agreement, Purchase Order, or related Extensions or Amendments, and provide direction to staff. ***Staff does not recommend this alternative as it will cause delays in updating the Parks, Community Services, and Trails Master Plan that is needed to better serve the community.***

FISCAL IMPACT

City Council has allocated \$250,000 for the Parks, Community Services, and Trails Master Plan update. It is currently budgeted in Zone A 5011-50-55-35010-625099.

No additional funds are being requested at this time.

NOTIFICATION

Posting of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Patty Yhuit
Sr. Management Analyst

Department Head Approval:
Jeremy Bubnick
Parks and Community Services Director

CITY COUNCIL GOALS

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. RFP 2022-065_Professional Services _Parks Comm Svc Trails Master Plan_FINAL
- 2. KTU&A_PCS Parks Master Plan Agreement_Aproved as to Form_Staff Rep

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/12/22 11:19 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/12/22 11:22 AM

City of Moreno Valley



Request for Proposal **# 2022-065**

Professional Services for Parks, Community Services & Trails Master Plan

June 20, 2022

Question Deadline:

June 30, 2022, 2:00 pm, PST

Proposal Due Date:

July 7, 2022, 2:00 pm, PST

Submit proposal online at:

<https://pbsystem.planetbids.com/portal/24660/bo/bo-detail/95080>

Proposal Contact:

Patty Yhuit, Sr. Management Analyst

patty@moval.org

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Notice to Bidders, Schedule, Conference, Overview, Proposal Content, Proposer Qualifications

I. Notice to Bidders

- A. **Bid Deadline:** July 7, 2022 prior to 2:00 p.m.
- B. Proposals shall be received electronically only on the City of Moreno Valley Vendor Portal through PlanetBids. All fees are non-refundable. Bidders are solely responsible for on time submission of their electronic bid. The City will only consider bids that have been transmitted successfully and have been issued an ebid confirmation number with a time stamp from the Bid Management System indicating that the bid was submitted successfully. Transmission of bids by any other means will not be accepted. Bidders shall be solely responsible for informing themselves with respect to the proper utilization of the bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the bidders to successfully submit electronic bids shall be at the bidders' sole risk and no relief will be given for late and/or improperly submitted bids. Bidders experiencing any technical difficulties with the bid submission process may contact PlanetBids at (818) 992-1771. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission deadline.

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

- C. **Request for Information (RFI's):** All Requests for Information (RFI's) must be submitted via the City of Moreno Valley Vendor Portal through PlanetBids by **June 30, 2022, prior to 2:00 p.m.** Any RFI received after the date and time specified herein will not be considered.

II. Tentative Schedule of Important Dates

This section provides a **tentative** schedule of the important milestone dates. Examine these dates carefully and plan accordingly.

	DATE	EVENT
1	June 20, 2022 (+0dys)	Request for Proposals (RFP) issue date
2	June 30, 2022 (+10dys)	Deadline to submit Request for Information (RFI's)
3	July 7, 2022 (+17dys)	Proposal due date by 2:00 pm
4	July 11, 2022 (+21dys)	Interviews
5	July 19, 2022 (+29dys)	Contract Award(s) (estimated)
6	August 1, 2022 (+42dys)	Start of Service

Overview and Background

I. Overview of Requirements

- A. The City of Moreno Valley (City) has identified the need to develop a Parks, Community Services & Trails Master Plan. The City is seeking a system-wide approach to evaluating recreation areas, existing parks, and trails, and identifying potential open space land and facility demands in order to develop goals, policies, and guidelines along with achievable strategies to meet the needs for community residents. The City is pursuing Smart City initiatives in many areas and wants to extend these initiatives to its parks and trails.
- B. City requires the following services to help meet the aforementioned need: The City of Moreno Valley is seeking proposals from qualified consulting firms to provide professional services to the City to develop a Moreno Valley Parks and Recreation Master Plan, detailed in the Scope of Services section below. The City has a strong commitment to provide high-quality parks and recreation facilities and programs for citizens of the community.
- C. These services will require the consultant to collect and analyze data to develop a clear set of goals, policies, and standards for the City's park system, open space, trails, recreation facilities and program development for the next five years. The goals that will be developed should align with the City's healthy initiatives, the California State Parks Make Life Better Campaign, and the Commission for Accreditation of Parks & Recreation Agencies standards. The consultant will work closely with City staff in preparing the Parks and Recreation Master Plan and will also create a document for distribution to the public.

The Parks and Recreation Master Plan will become an element of the current Moreno Valley Comprehensive General Plan and will require the approval of the Parks, Community Services and Trails Committee, Planning Commission, and the City Council. This process is to include developing a comprehensive inventory, an analysis of forecasted needs and implementation strategies
- D. These services will be used to update the current Master Plan last updated in 2010.
- E. Therefore, City requires the services of a well-qualified professional services provider (Provider) to provide the services to the City to develop a Moreno Valley Parks and Recreation Master Plan detailed in the Scope of Services section.
- F. City is seeking to establish an agreement for a term sufficient to complete the scope of work, but for a period not to exceed 12 months.

II. Background and Current Needs Information

- A. City of Moreno Valley has a Parks, Recreation and Open Space Master Plan (MP) that was published in 2010. Since then, the City has expanded and has drastically risen in residential, commercial, and industrial developments; thus, a need to update the MP. The update of the MP is crucial and integral in ensuring the build out of the City is aligned with green elements and conducive to providing a foundation for a healthy thriving community.

The City has an estimated population of over 214,000. The Parks & Community Services Department maintains 33 parks and over 540 acres of parkland and

RFP # 2022-065 Professional Services for Parks, Community Services Trails Master Plan

11.68 miles of multi-use trails. Facilities include 32 athletic fields, 4 community centers, 9-hole golf course, skate parks, equestrian center, amphitheater, demonstration garden and dog park. In addition to maintaining its parks and facilities, the department oversees library services, recreation, community outreach, special events, senior services, child care and afterschool programs, teen programs, sports and more.

Additionally, as a Smart City, the City uses information and communication technology (ICT) to improve operational efficiency, share information with the public and provide a better quality of government service and citizen welfare. In keeping with this initiative, the City is interested in incorporating additional smart city infrastructure and technology at neighborhood parks. This will allow for security camera installation, public safety announcements, smart light poles, public Wi-Fi, infrastructure for future technology growth, and other sensors to track park usage and more.

The total operating budget for the Parks & Community Service Department totals over \$24M and has a current fulltime staff of 56.

(CONTINUED ON NEXT PAGE)

Proposal Procedures, Content, Format, Criteria, and Award

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.

Any confidential material contained in the proposal shall be clearly indicated and marked as "Confidential."

2. Limit this section to a maximum of one page.

B. Section 2: Company Information (Background and Experience)

1. Background on the firm and its experience in preparing Master Plans for public agencies. Of particular interest are engagements involving communities that have characteristics similar to the City of Moreno Valley.
2. At least three (3) public agency references for projects of a similar nature to this project and a description of the projects shall be described and minimally include client, location, contact person, contact information (telephone/e-mail address), and a brief summary description of the project. References preferred from regional municipalities or similar demographics to the City of Moreno Valley.
3. Limit this section to a maximum of two pages.

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 related experience for all team members involved.
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 two pages plus resumes and org chart.

D. Section 4: Proposal Costs

1. Submit all pricing on *Exhibit B using the form provided as a **separate electronic cost file**
 2. Provide pricing for each of the required line items. The project cost for services shall be a “not-to exceed cost for services.”
 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.

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 Forms and Samples

1. Special Provisions Form*
2. Client Reference List*
3. 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. Sample of ongoing support and services agreements**

** 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, 8-½ 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, determine the Proposers that are in the competitive range, and select Proposers that will provide the most cost-effective and professional services for City.

A. Minimum Qualifications:

1. Have at least three years of experience conducting the specific type of services required herein and have experience with at least three other clients performing like services as described herein or have performed satisfactory work for City within the past three years.
2. Be capable of providing the required services beginning on August 1, 2022, work will be conducted during normal work hours, Monday to Friday 8:00 am to 5:00 pm.
3. Obtain and maintain at all times during the term of the Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this RFP, including a City of Moreno Valley business license.
4. Comply with all local, state, and federal laws, rules, and regulations applicable to the services required herein.
5. Have the necessary resources, knowledge, skills, experience, and the like to provide the required services.
6. Have financial stability and the necessary financial resources to provide the required services.

7. Demonstrate the requisite technical proficiency. Only Providers with verifiable Master Plan development experience will be considered for award.

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 Proposers that are deemed in the competitive range will be considered for presentation, interview, and Best and Final Offer (BAFO) if so, requested by City.
4. Only the best-qualified Proposer will be considered for final negotiations of fee/price, scope of services, contract, and award recommendation.

B. Evaluation Criteria

1. The proposal will be evaluated based on the following criteria, as determined solely by the City:
 - a) 25% Project Approach – Ability to effectively meet the Scope of Work and all the requirements of the RFP
 - b) 25% Project Team – Qualifications and experience to perform the Scope of Work and all the requirements of the RFP
 - c) 20% Project Schedule – The method to effectively provide the Scope of Work and all the requirements of the RFP within a reasonable timeline
 - d) 15% Past Project Experience & Client References – Examples and references from prior similar projects
 - e) 10% Project Fee Structure & Cost Estimate – Ability to cost effectively meet the Scope of Work and all the requirements of the RFP
 - f) 5% Presentation of Proposal.

Any other criteria prescribed in this RFP for the required services including any presentations, interviews, and Best and Final Offer (BAFO) changes in Scope of Services requirements, if so, required by City.

C. Fee/Price Evaluation

1. Reasonableness of fee requested to do the work, as originally proposed.

2. Reasonableness of any BAFO requests.
3. Final negotiations.

III. Award

- A. After conclusion of the above Evaluations, a Notification of Intent to Award may be sent to any Proposer selected. City may make multiple awards.
- B. Award is contingent upon the successful negotiation 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 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. The term will be for a period not to exceed 12 months.
- D. Prices are firm fixed prices during each contract period.
- E. A budget of \$200,000-\$250,000 has been established for this project.

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. 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.

Continued Next Page

Exhibit A: Scope of Services

I. General

A. Public Process

1. Identify, describe, and implement a comprehensive strategy and methodology for citizen involvement in this MP development process.
2. Assure the residents, user groups, associations, and other stakeholders approved by the City are provided an opportunity to participate in the development of this plan.
3. Conduct at least three (3) public community meetings and a minimum of five (5) focus groups (participants to be determined) and individual stakeholder interviews.
4. Facilitate the community outreach efforts and ensure engagement from the community.
5. A minimum of two (2) meetings with the Parks, Recreation and Trails Committee to provide progress reports.
6. Act as professional facilitators to gather specific information about services, use, preferences and any agency strengths, weaknesses, opportunities, and threats.
7. Provide well-organized and directed activities, techniques and formats that will ensure that a positive, open and proactive public participation process is achieved.
8. Provide written records and summaries of the results of all public process and communication strategies.
9. Provide methods to receive input from as many people as possible, including users and non-users of the services and facilities.

B. Statistically Valid Survey

1. Provide a citywide statistically valid community needs assessment survey with a return rate that accurately represents a sampling of the community population to identify community needs and issues on the recreation and park programs and facilities. This survey will be used as a baseline to determine needs, desires, and willingness to pay.

C. Demographic and Trends

1. Review and interpret demographic trends and characteristics of the City of Moreno Valley using information from the City of Moreno Valley Comprehensive General Plan and regional and local sources.

D. Existing and Future Facilities-Analysis of Level of Service

1. Utilize the prior Parks, Recreation and Open Space Master Plan and Trails Master Plan to evaluate incomplete projects and the extent to which the goals have been accomplished or may no longer be relevant.
2. Compile an inventory and assessment of the existing recreation programs and services, parks, trails, open space, and facilities in GIS. The assessment will include a comparative analysis to communities of similar

size and density regionally and using nationally accepted standards as well as National Recreation & Parks Association and CAPRA standards. The analysis should consider the capacity of each amenity found within the system (playgrounds, ball fields, trails, natural areas, special facilities, etc.) functionality, accessibility, condition, comfort, and convenience. Evaluation criteria should be based on the expressed values of the community. The analysis will also include identification of best possible providers of community and recreation services and recommendations from minimizing duplication and enhancing possibilities for partnerships where appropriate.

3. Assess current state of facilities, projected usage, and other impacts to formulate a plan for necessary maintenance, repairs, and enhancements, including budget and staffing levels to accomplish this.
4. Analyze current facility usage policies and fees for consistency, relevance, and effectiveness.

E. Rank and Prioritize Demand and Opportunities

1. Prioritize recommendations for needs regarding land acquisition, development of new parks in alignment with connectivity to the trails presented in the Master Planning Trails Map for accessibility to active transportation routes to all parks.
2. Develop a set of prioritized recommendations for maintenance and renovation of parks, as connectivity to trails for active transportation avenues.
3. Develop a set of prioritized recommendations for development, maintenance, and renovation of facilities per community needs.

F. Analysis of Programs and Services

1. Provide an assessment and analysis of the Community Services Department's current level of recreation programs, services, and maintenance in relation to present and future goals, objectives, and directives.
2. Evaluate and determine necessary staffing levels, allocations of staff to specific divisions or programs and budget to accommodate future needs.
3. Provide recommendations for minimizing duplications or enhancing possibilities for collaborative partnerships where appropriate.

G. Progress Reporting

1. The consultant and the City's Project Manager shall hold progress meetings as often as necessary, but in no case less than once per month until the final plan is approved by the City Council for the purpose of progress reporting. The consultant shall supply the Project Manager with at least one (1) copy of all completed or partially completed reports, studies, forecasts, maps, or plans as deemed necessary by the Project Manager at least three (3) working days before each progress meeting. The Project Manager shall schedule the meetings, as necessary, at key times during the development of the Master Plan.

H. Action Plan

1. Collect and analyze demographic information.
2. Collect and analyze information on participation, needs, desires, operations, programming, and land use trends and make Level of Service recommendations.
3. Identify areas of service shortfalls and projected impact of future trends.
4. Provide useable and workable definitions and recommendations for designated park and open space with acreages and parameters defined as appropriate.
5. Develop recommendations for operations, staffing, maintenance, programming, and funding needs.
6. Provide a clear plan for development of programming direction based on CAPRA standards and demand analysis.
7. Develop a definitive program for acquisition and development of parkland, recreation facilities, open space, trails and parks maintenance and administration of facilities for the future.
8. Develop design guidelines for development and usage of parks in relation to acreage size.
9. Provide a maintenance and operation analysis.
10. Identify opportunities for available funding and acquisition alternatives.
11. Develop an action plan which includes strategies, priorities and an analysis of budget support and funding mechanisms for the short term, mid-term and long term for the park system, open space, trails and recreation programs and services.

I. Development of Final Plans and Supporting Materials

1. The MP must include written goals, plans, objectives, and policy statements that articulate a clear vision and framework for the City in relation to accessibility of quality parks, routes of active transportation to parks, maintenance sustainability of parks, and programming offered at parks.
2. A summary of existing conditions, inventories, and Level of Service analysis.
3. Charts, graphs, maps and other data as needed to support the plan and its presentation to the appropriate audiences.
4. A Financial Plan.
5. An Action Plan.
6. One (1) meeting with the Parks and Recreation Committee at the time of adoption of the MP.
7. One (1) public hearing with the Planning Commission at the time of adoption of the MP.

RFP # 2022-065 Professional Services for Parks, Community Services Trails Master Plan

8. A minimum of two (2) meetings with the City Council, one at the time of the presentation of the draft MP, and one at the adoption.

J. Final Master Plan

1. A color version of the final Master Plan document consisting of five (5) printed and bound color copies and an electronic copy in a format compatible with the City's software.
2. A color version of the final Master Plan document consisting of five (5) printed and bound color copies and an electronic copy in a format compatible with the City's software.
3. A color version of the final Executive Summary consisting of five (5) printed copies and an electronic version in a format compatible with the City's software.
4. All data, information, material, and work produced final text, maps, graphics including all digital files shall become the sole property of the City of Moreno Valley.

In addition, all proposals should include the following information:

1. A narrative that presents the services the firm would provide detailing the approach, methodology, deliverables, and client meetings to be provided.
2. A timeline for preparation and implementation of the Master Plan and its components.

End of Scope of Services

Exhibit B: Pricing

SUBMIT EXHIBIT B AS A SEPARATE ELECTRONIC COST FILE

I. Task Rates***

- A. Include tasks required by Specifications and other related tasks to provide a complete proposal for the required services.
- B. Propose Total Hours to complete each task and Total Cost for each task.

LN	Task Rates	Total Hours	Total Cost
1	Task 1		\$
2	Task 2		\$
3	Task 3		\$
4	Task 4		\$
5	Task 5		\$
6	Task 6		\$
7	Task 7		\$
8	Task 8		\$
9	Task 9		\$
10	Task 10		\$
A	Task Costs	250	\$

II. Hourly Rates***

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

LN	Standard Personnel Rates	Title of Person Performing Service	Hourly Rate	Total Hours	Total Cost
1	Senior Project Manager		\$	100	\$
2	Project Manager		\$	75	\$
3	Technician 1		\$	25	\$
4	Technician 2		\$	25	\$
5	Clerical		\$	25	\$
6			\$		\$
7			\$		\$
8			\$		\$
9			\$		\$
10			\$		\$
B	Total Personnel Costs			250	\$

*** Attach additional sheets as necessary.

Attachment: RFP 2022-065_Professional Services_Parks Comm Svc Trails Master Plan_FINAL (5915 : APPROVE AND EXECUTE CONSULTANT

RFP # 2022-065 Professional Services for Parks, Community Services Trails Master Plan

III. Fees: Per Diem***

- A. Include all relative non-labor fees for all required services.
- B. Note that rates may not exceed the rates below but may be less.

LN	Fees	Rate
1	Per Diem –Travel (per person, per one-way trip)	\$
2	Per Diem –Hotel (per person, per day)	\$
3	Per Diem –Meals (per person, per day)	\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$

IV. Reimbursable Expenses***

Specifically describe all expenses for the required services and any related costs; if no cost, please state “Zero”; if at cost, please state “At Costs.”

LN	Describe Expense and Related Costs	COSTS
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
11		\$
12		\$

*** Attach additional sheets as necessary.

(CONTINUED ON NEXT PAGE)

V. Pricing Terms and Conditions

- A. **Quantities:** listed Line Items are annual estimates based on historical information or anticipated and may vary significantly.
City does not imply or make any commitment to purchase any specific quantity.
- B. **Term:** is for a one-year base period.
- C. **Price Changes:**
 - 1. Price changes shall be negotiated but shall not exceed the most recent available 12-month period for the Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI) for All Urban Consumers.
 - 2. In the event market conditions cause a significant change in price, the Provider may request relief by providing verifiable documentation to CR at least 30 days in advance of the requested price change date.
- D. **Unit Price:** include everything but sales tax.
- E. **Delivery Costs:** must be included in unit price.
- F. **Sales Tax:** City will add the appropriate sales tax to each order.
- G. **Additional Charges:** none; do not charge any fees or charges not listed in the Price Sheets.
- H. **Fixed Prices:** prices are fixed for each year of the agreement.
- I. **Proposal Price Sheet:** The awarded Provider's Price Sheet, 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.
[]
- 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.
[]
- H. Names of any subcontractor's you propose to use for our contract. Provide only names here; fill in the details on City-provided Subcontractors List.
[]
- I. Facilities that would be utilized to perform the required work.
[]
- J. 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.
[]

RFP # 2022-065 Professional Services for Parks, Community Services Trails Master Plan

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 will you 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 _____

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

RFP # 2022-065 Professional Services for Parks, Community Services Trails Master Plan

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: RFP 2022-065 Professional Services Parks Comm Svc Trails Master Plan_FINAL (5915 : APPROVE AND EXECUTE CONSULTANT

City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between the **Moreno Valley Community Services District**, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and **KTU&A**, a **CALIFORNIA CORPORATION**, with its principal place of business at **3916 Normal Street, San Diego, CA 92103**, hereinafter referred to as the “Contractor,” based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional **Parks, Community Services, and Trails Master Plan** contracting services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional **Parks, Community Services, and Trails Master Plan** contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the **Parks, Community Services, and Trails Master Plan** as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS

1. CONTRACTOR INFORMATION:

Contractor’s Name: KTU&A
 Address: 3916 Normal Street
 City: San Diego State: CA Zip: 92103
 Business Phone: (619) 294-4477 Ext.134 or Ext. 136 Fax No. (619) 294-9965
 Main Contact: Michael “Mike” Singleton & Mark Carpenter
 Main Contact Number: Cell (619) 788-2128 -Mike Singleton
 Email: mike@ktua.com or mark@ktua.com
 Business License Number: 36862
 Federal Tax I.D. Number: 95-2750597

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor’s scope of service is described in Exhibit “A” attached hereto and incorporated herein by this reference.

Attachment: KTU&A_PCS Parks Master Plan Agreement_ Approved as to Form_ Staff Rep (5915 : APPROVE AND EXECUTE CONSULTANT

AGREEMENT FOR PROFESSIONAL SERVICES
PARKS, COMMUNITY SERVICES, AND TRAILS MASTER PLAN

- B. The City’s responsibilities, other than payment, are described in Exhibit “B” attached hereto and incorporated herein by this reference.
 - C. Payment terms are provided in Exhibit “C” attached hereto and incorporated herein by this reference.
 - D. The term of this Agreement shall be from **October 1, 2022, to December 31, 2023** unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor’s requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor’s reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
3. **STANDARD TERMS AND CONDITIONS:**
- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
 - B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
 - C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
 - D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
 - E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of

AGREEMENT FOR PROFESSIONAL SERVICES
PARKS, COMMUNITY SERVICES, AND TRAILS MASTER PLAN

the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Mike Singleton, Contract Manager/Principal Planner/Landscape Architect; Mark Carpenter, Assistant Contract Manger/ Principal Quality Control & Resource Planner; Matt Wilkins, Project Manager/Associate Landscape Architect; Alex Samarin, Assistant Project Manager/GIS Technical Manager; Jacob Leon, Outreach Facilitator/Associate Planner and Nicole Rogge, Planner.**

- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates **Mike Singleton, Contract Manager/Principal Planner/Landscape Architect and Mark Carpenter, Assistant Contract Manager/Principal Quality Control & Resource Planner**, or their designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be

AGREEMENT FOR PROFESSIONAL SERVICES
PARKS, COMMUNITY SERVICES, AND TRAILS MASTER PLAN

uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.

- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases

AGREEMENT FOR PROFESSIONAL SERVICES
PARKS, COMMUNITY SERVICES, AND TRAILS MASTER PLAN

happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form “Exception to Worker’s Compensation Coverage” is signed, notarized and attached to this Agreement

× General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$1,000,000 per occurrence/ \$2,000,000 aggregate

× Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and \$2,000,000 aggregate.

× Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

× A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, officials, employees, agents, and volunteers are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, officials, employees, agents, and volunteers, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30)

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AGREEMENT FOR PROFESSIONAL SERVICES
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days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in the amounts established.

- M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor 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.
- N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- O. (a) The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or 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 Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
- (d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.

AGREEMENT FOR PROFESSIONAL SERVICES
PARKS, COMMUNITY SERVICES, AND TRAILS MASTER PLAN

- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

KTU&A
3916 Normal Street
San Diego, CA 92103
Attn: Michael Singleton, Contract Manager
and Mark Carpenter, Assistant Contract Manager

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Jeremy Bubnick, Parks & Community Services
Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

AGREEMENT FOR PROFESSIONAL SERVICES
PARKS, COMMUNITY SERVICES, AND TRAILS MASTER PLAN

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- BB Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.
1. CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
 2. CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
 3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of

AGREEMENT FOR PROFESSIONAL SERVICES
PARKS, COMMUNITY SERVICES, AND TRAILS MASTER PLAN

Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)

4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)

5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).

6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).

7. CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.

8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.

9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.

10. CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.

12. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)

13. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

AGREEMENT FOR PROFESSIONAL SERVICES
PARKS, COMMUNITY SERVICES, AND TRAILS MASTER PLAN

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

KTU&A

BY: _____
Mike Lee, City Manager

BY: [Signature]

TITLE: President
(President or Vice President)

Date

PRINT NAME: Mike Singleton

August 31, 2022
Date

BY: [Signature]

TITLE: Corporate Secretary
(Corporate Secretary)

31 August 2022
Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:
Steven B. Quintanilla
City Attorney

08/31/2022
Date

RECOMMENDED FOR APPROVAL:
[Signature]
Department Head
(if contract exceeds 15,000)

9.7.22
Date

Attachment: KTU&A_PCS Parks Master Plan Agreement_ Approved as to Form_ Staff Rep (5915 : APPROVE AND EXECUTE CONSULTANT

AGREEMENT FOR PROFESSIONAL SERVICES
PARKS, COMMUNITY SERVICES, AND TRAILS MASTER PLAN

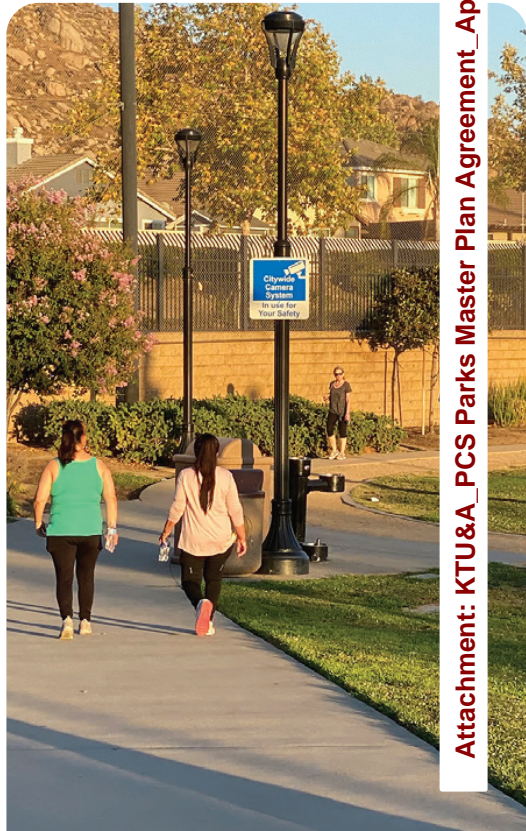
EXHIBIT A
SCOPE OF WORK

KTUA RFP 2022-065

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PROFESSIONAL SERVICES FOR PARKS, COMMUNITY SERVICES & TRAILS MASTER PLAN

RFP NUMBER 2022-065
CITY OF MORENO VALLEY
JULY 7, 2022



Attachment: KTU&A_PCS Parks Master Plan Agreement_ Approved as to Form_ Staff Rep (5915 : APPROVE AND EXECUTE CONSULTANT

ktua

3916 Normal Street
San Diego, CA 92103
619-294-4477
www.ktua.com



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San Diego County
 Santa Barbara County
 619-294-4477
www.ktua.com

YEAR FOUNDED

- 1970

LEGAL NAME AND ADDRESS

- KTU&A
- 3916 Normal Street
San Diego, CA 92103
- Phone: 619-294-4477
- Fax: 619-294-9965
- mike@ktua.com or
markc@ktua.com
- website: www.ktua.com

ORGANIZATIONAL STRUCTURE

- California Corporation

PRIOR NAME

- Kawasaki Theilacker & Associates

CORPORATE OFFICERS

- Michael Singleton, President
- Mark Carpenter, Secretary/Treasurer
- Brooke Whalen, Vice President
- Chris Langdon, Vice President
- Joe Punsalan, Vice President

EMPLOYEES - 29

- 12 Landscape Architects
- 8 Planners
- 2 Transportation Planners
- 2 Landscape Designers
- 1 Irrigation Designer
- 1 GIS Analyst
- 1 Transportation Engineer
- 2 Accounting



July 7, 2022

Patty Yhuit, Sr. Management Analyst
 City of Moreno Valley
 14177 Frederick St., Moreno Valley, CA 92553

Dear Ms. Yhuit and Members of the Selection Committee

Albert Einstein understood very well that people cannot solve problems with the same thinking used when they created them. As time and life's journeys go forward, a whole new set of issues and challenges are created that need to be anticipated and accommodated. The basis of successfully understanding the opportunities and constraints of the City of Moreno Valley's Parks, Community Services, and Trails, Master Plan will, in part, rest in understanding the past and the present as we envision for the future. Parks and open space are the essential thread that ties our cities, communities, and neighborhoods together. They also tie our families and friends together and give us the ability to turn a stranger into a friend.

The 2010 Parks, Recreation and Open Space Comprehensive Plan has served the City well and creates a strong starting point for this update. Since 2010, level of service standards have been updated and new tools have emerged to evaluate LOS; MoVal has experienced tremendous growth requiring additional community amenities; the public's availability, desire, or ability to engage in civil public discussion has shifted; rising construction costs, labor shortages, and supply chain issues may impact the City's ability to implement future CIP projects; and park equity has emerged as a vitally important guiding principle.

Today, a citywide master plan has to be more than ballfields and playgrounds. Our recommendations for park improvements include innovative solutions for stormwater runoff; the identification of climate adaptations to address excessive heat, cold or wind through urban forestry; the use of State policies such as the Quimby Act for procuring developer funds to enhance and augment park assets; and the use of Crime Prevention through Environmental Design (CPTED) principles to increase safety and security. Our plans seek to balance these factors and are unique to each community, using methods to tune amenity distribution and types to respond to the community's desires and regional benchmarking to further enhance the NRPA national averages of park amenities. These planning efforts also need to close the gaps of equitable distribution, increase assets to meet the community's park acreage standards, look for efficiencies in park use by considering amenity infills, and re-invent recreational experiences that are translated into great personal experiences.

KTUA has been designing and planning park and recreation facilities for over 50 years and we have a staff of 29. Our experience with the City of Moreno Valley includes the preparation of your 2014 Bicycle Master Plan and Dracaea Avenue Neighborhood Greenway Corridor Study. We have provided landscape architectural services for Moreno Valley College, as well as the Parks Master Plan for the City of Perris. We also prepared the Box Springs Mountain Trails Master Plan for RivCo Parks.

I will serve as the principal in charge and Matt Wilkins will serve as the project manager. Matt completed the Parks Master Plan for the City of Montebello in 2021, and since then the City has successfully leveraged the data from the prioritized project recommendations to develop and fund CIP projects. Jacob Leon will lead the outreach for the project. He is bilingual and fluent in Spanish and specializes in identifying strategies and tools to get the most out of the engagement process.

Matrix Consulting Group (MCG) services include an analysis of programs and services, maintenance and operations evaluation, and financial strategy plan. The statistically-valid survey will be completed by RRC Associates. RRC specializes in obtaining community input on a variety of topics related to parks, recreation, community, and trail amenities.

We look forward to the opportunity to discuss our approach and qualifications with you. This proposal remains valid for 180 days from July 7, 2022.

Respectfully submitted,

Mike Singleton, Senior Principal Planner

KTUA AUTHORIZED REPRESENTATIVE

MICHAEL SINGLETON | AICP CTP, CA PLA, LEED AP
 619-294-4477 x134; Cell: 619-788-2128; mike@ktua.com

SECTION 2

Company Information



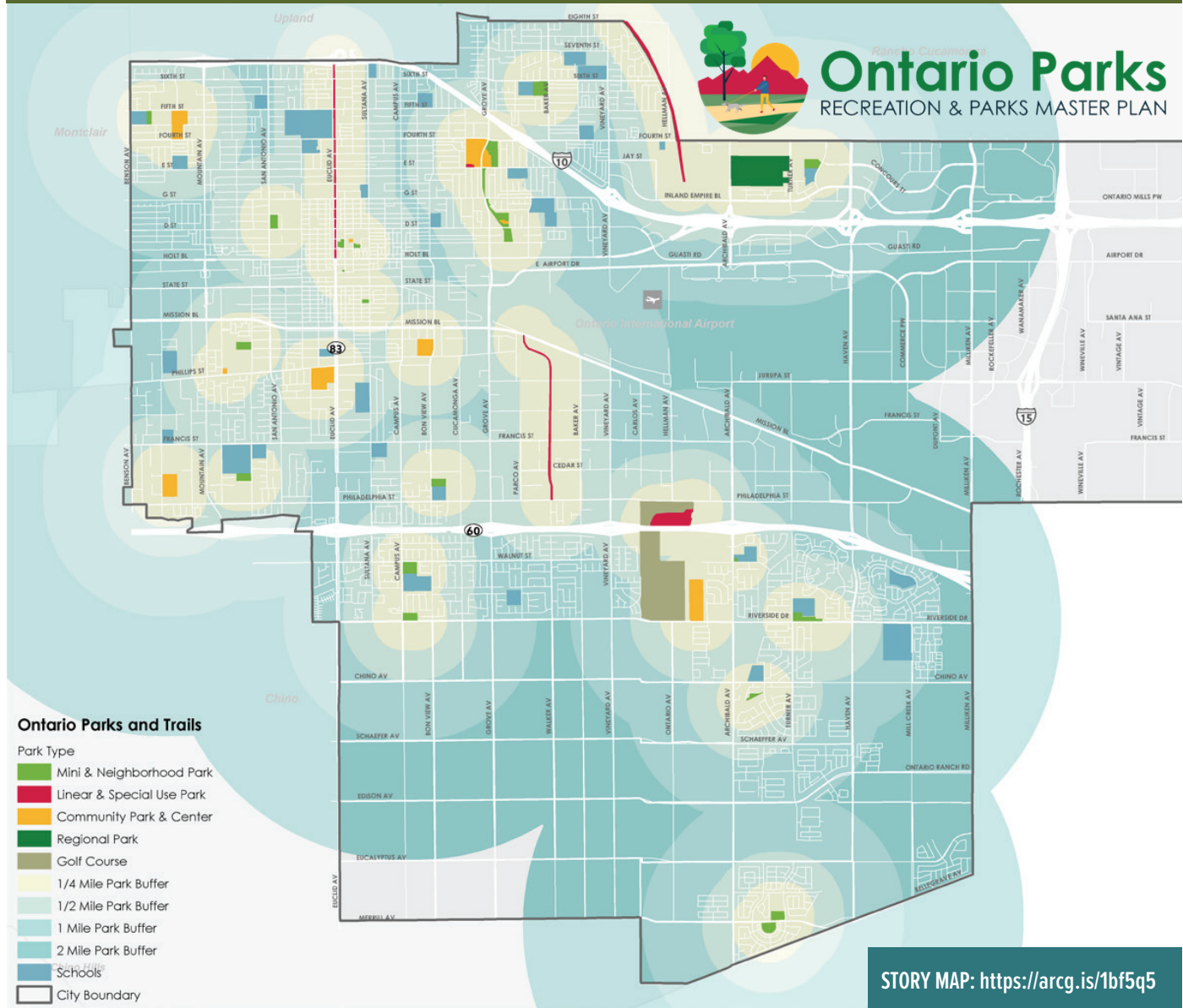
SHADOW MOUNTAIN PARK

“This is an excellent park. Very clean. A walking loop, two fields, a huge new playground, and it even has ziplines. The mountains in the background make it extra lovely.”

~ MOVAL Resident Comment

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KTUA is a collaboration of planners, landscape architects, GIS analysts, and graphic designers focused on the creation of livable communities. Established in 1970, KTUA has expanded the boundaries of a traditional landscape architecture office by incorporating active transportation, community planning, federal planning, and natural resource management practices into our portfolio. With this diversity, KTUA has the ability to help shape the bigger picture while addressing the fine-grained details that contribute to sustainable natural and built environments.



City of Ontario Parks Master Plan

The City of Ontario Recreation and Parks Master Plan is a comprehensive park planning effort that provides a 10-20-year vision for the Recreation and Community Services and Parks Department. The Plan included an analysis of existing programming in parks and facilities, capital improvement plans, a financial strategy plan, prioritization of proposed recommendations, and an operations and maintenance plan. Identifying existing and future park needs was a

critical element of the planning process, therefore requiring extensive community and stakeholder engagement, field visits to each park, and GIS-related mapping analyses. The team used a collaborative community outreach approach that included a series of public workshops, surveys, online maps, and focus group meetings. The final plan supports the City's goals of implementing prioritized park amenities and programming recommendations.



SECTION 2 | COMPANY INFORMATION | KTUA Experience & Subconsultant Profiles

Riverside County Box Springs Mountain Comprehensive Trails Master Plan

Box Springs Mountain Reserve is 2,329 acres of picturesque rocky peaks located between Riverside and Moreno Valley, rising immediately northeast of the Interstate 215/ State Route 60 interchange where a large “M” is clearly visible just below the southernmost peak. Trail users include hikers, equestrians, and mountain bikers. Many of its existing trails were unsustainably steep and suffered from extensive erosion, and trail connections within the Reserve and surrounding communities was limited.

This comprehensive trails master plan addressed both the Reserve and its surrounding area, including regional connectivity, assessing existing trails and staging areas, conceptual design of new trails, and the development of sustainable design and maintenance standards to be used for this Reserve and the County’s other open space reserves that highlight a positive trail experience. New trails were planned to replace the most unsustainably steep existing routes, including technically challenging trails to take advantage of the Reserve’s abundant rock outcrops. A paved route along an existing rail line directly connects Moreno Valley and Riverside, a “low stress” off-street route that provides non-motorized access. This plan supports future acquisition decisions for an improved open space recreational trail system and staging areas in and surrounding the Box Springs Mountain Reserve.

This is an outstanding analysis that beautifully illustrates recommended improvements in ways that anyone can understand. It is a truly high quality product that will not gather dust on a shelf, but instead will be a viable and flexible trail management tool for years to come.

~ SD/ASLA awards program jury comments

ADDITIONAL EXPERIENCE:

- City of Menifee Parks Master Plan
- City of Perris Parks Master Plan
- City of San Jacinto Trails Master Plan
- City of Goleta Parks, Facilities, and Playgrounds Master Plan
- City of Montclair Parks Master Plan
- City of Oceanside Parks Master Plan
- City of Palmdale Sam Yellen Park & Arnie Quinones Park Master Plan
- City of Santee Community Center and Parks Master Plan Update
- City of Victorville Parks Master Plan
- Phelan Community Park and Parks Master Plan

MORENO VALLEY EXPERIENCE:

- City of Moreno Valley Bicycle Master Plan
- City of Moreno Valley Dracaea Avenue Neighborhood Greenway Corridor Study
- Moreno Valley College Landscape Renovation

City of Montebello Parks Master Plan

The City of Montebello Parks Master Plan is a comprehensive plan for the city’s park and recreational facilities. The work entailed thorough research, analysis, and inventory of the existing parks and city facilities to understand the current conditions and lifespan of the various assets. The team facilitated extensive community outreach to gauge the community and stakeholder’s use of the existing facilities and preferences for proposed improvements.

The team utilized advanced GIS mapping techniques to analyze the park distribution and developed a comprehensive needs assessment developed from the analysis and outreach phases to help establish the recommendations which indicate specific improvements on the city facilities, programs, financials, and various other components.

KTUA worked on three site-specific master plans of parks that are identified by the data to help determine improvements. KTUA also prepared various maps demonstrating how a Joint Use Agreement (JUA) may help fill in the void of park sparse areas along with maps showing other infill opportunities, linear green corridors, and other infill amenities.

VIEW MONTEBELLO PARKS MP STORY MAP: <https://arcg.is/0yeq0a>

SUBCONSULTANT PROFILES

Matrix Consulting Group

Since 2002, The Matrix Consulting Group has worked with over 1,300 government agencies, conducting cost of service and management studies providing recommendations relating to operations, improvements, and cost recovery. The firm has extensive experience conducting comprehensive user fee studies. The ultimate goal in reviewing parks and recreation costs for service, is to ensure that fees and rates are set at a level that allows the City to continue to serve the community in a manner consistent with current goals and commitments.

RRC

RRC has extensive experience with parks and recreation and open space and trails needs assessment studies. The goal of the studies is to obtain community input on a variety of topics related to parks and recreation use and community priorities for future improvements. A variety of research techniques are used in the studies, including telephone, mail, Internet, user surveys, and focus groups. Current satisfaction levels with existing facilities and programs are also measured, as is the relative importance of specific new priorities, facilities, and policies most desired and needed by the communities. Results and conclusions from the research help guide the development of recreation master plans.

SECTION 3

Team Assignments



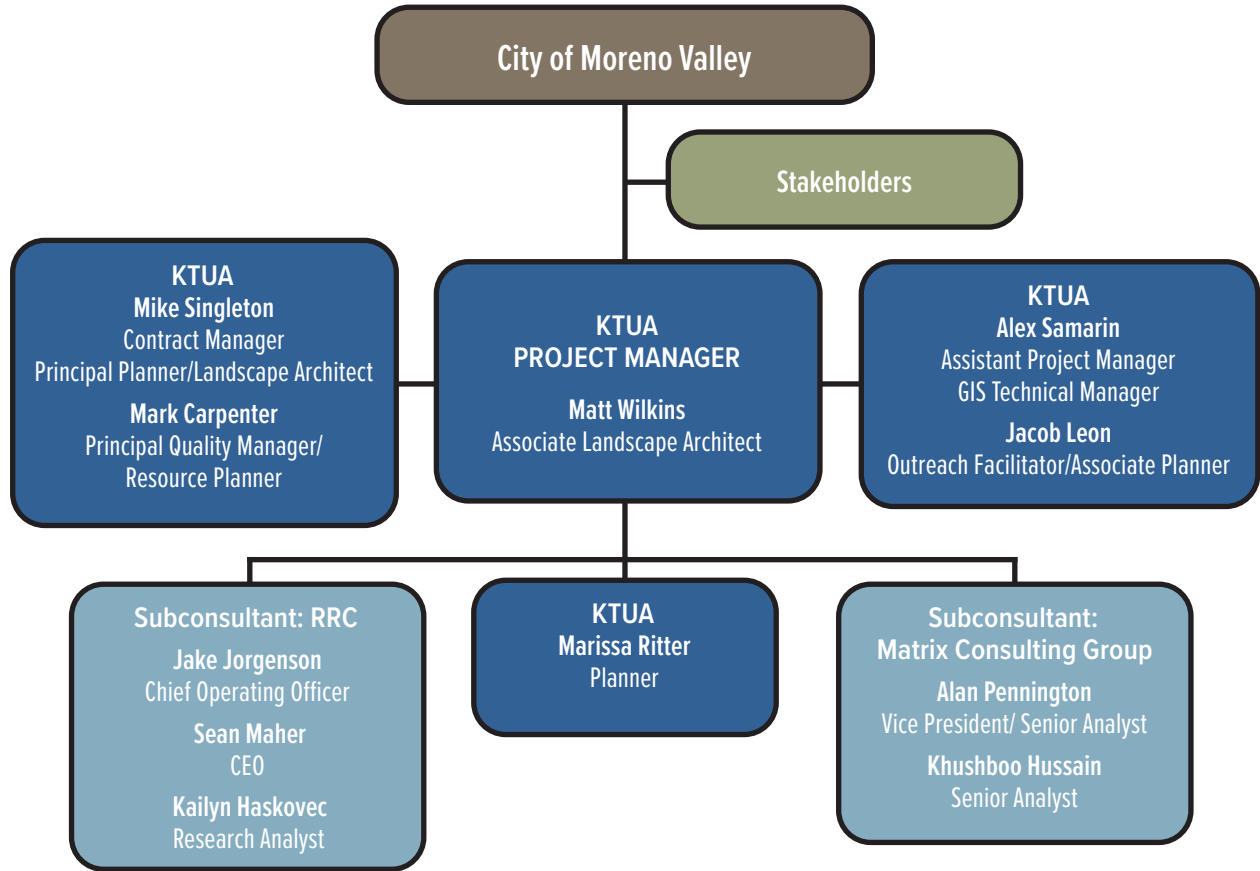
MORENO VALLEY COMMUNITY PARK

“Amazing park. Lots of parking. Great night time lighting. Held the Inland Empire Skate Tour Volume 4 here. It went off!”

~ MOVAL Resident Comment

Attachment: KTU&A_PCS Parks Master Plan Agreement_ Approved as to Form_ Staff Rep (5915 : APPROVE AND EXECUTE CONSULTANT

SECTION 3 | TEAM | Team Organization



STAFFING COMMITMENT: Key KTUA personnel are available for the duration of the project. Key staff will not be removed or replaced without the prior consent of the City of Moreno Valley.

KTUA STAFFING PLAN

KTUA utilizes the Resource Planning module of Deltek VantagePoint for weekly staff scheduling, allowing us to accurately schedule staff resources with the appropriate experience to meet project deadlines. Staffing responsibilities include:

1. The assigned project manager is involved in the review of the scope, the preparation of the fee and the contract negotiation.
2. The project manager works with the client to develop and validate the overall goals and objectives of the project, as well as identify project issues, requirements, budgets, milestones, deadlines, and design parameters.
3. A project schedule is developed by the project manager indicating all submittals and review periods. The QC manager reviews the schedule to assure that adequate time has been allocated for implementation of the quality control process, including review and coordination of consultant work, and corrections and revisions identified in the QC process.
4. The KTUA policy is to assign a team of experienced professionals that stay with the project from concept through completion, ensuring seamless integration from one phase to the next.

Attachment: KTUA&A_PCS Parks Master Plan Agreement_Aproved as to Form_Staff Rep (5915 : APPROVE AND EXECUTE CONSULTANT

**CLIENT
MANAGEMENT**

**PROJECT
ADMINISTRATION**

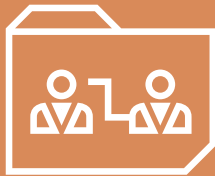
**PROJECT
MANAGEMENT**

**PROJECT
IMPLEMENTATION**

MANAGEMENT | COMMUNICATION PLAN

CITY OF MORENO VALLEY

project data
meeting logistics
stakeholder identification
project review/approval



MIKE SINGLETON

contract negotiation
contract management
project start-up/close-out
quality control



MATT WILKINS

reporting
meeting management
scheduling
budgeting/invoicing



PROJECT TEAM

project plans/studies
community engagement
presentations
submittals



PROJECT MANAGER RESPONSIBILITIES INCLUDE:



- Reviewing the scope of work, preparing the fee, and participating in the contract negotiation.
- Working with the client to develop and validate the overall goals and objectives, as well as identify project issues, requirements, budgets, milestones, deadlines, and design parameters.
- Developing a project schedule indicating all submittals and review periods for KTUA and the consultant team. The QC manager reviews the schedule to assure that adequate time has been allocated for implementation of the quality control process, including review and coordination of consultant work, and corrections and revisions identified in the QC process.
- Documenting all direction that results in a critical decision or direction for the project.
- Providing the QC checklist and response to comments is provided to the client with the submittal.

EFFECTIVE PROJECT MANAGEMENT AND SCHEDULING STRATEGIES:

KTUA utilizes a variety of tools to make sure that schedules are met for all interim and final project deadlines. These tools and techniques include:



- Actively identify critical paths and roadblocks that are likely to happen
- Monitor critical paths and decisions to proactively avoid project delays
- Schedule concurrent meetings/site visits/over-the-shoulder reviews
- Prepare personnel forecasts, allowing early detection and mitigation of cost overruns
- Manage changes to scope and scope growth while being flexible with client needs
- Fully utilize staff resources of subconsultants to increase overall team capacity

SECTION 3 | TEAM | Key Personnel Resumes | Mike Singleton | Principal Planner | Landscape Architect



Mike Singleton is the principal of KTUA's planning team. A common theme for Mike's work is the integration of nature into new development and the reintroduction of nature in existing communities. He combines his experience with utilizing GIS tools for an in-depth analysis of geographic, demographic, land use and transportation factors along with his site planning, park planning and resource planning background. He has successfully served as a workshop/project facilitator for a wide variety of project types, including community redevelopment, park master plans, natural resource management plans, active transportation and trail projects. He works in close coordination with community groups, citizen advisory committees, task forces, city agencies and other public groups to identify project goals and community concerns, discuss project alternatives, and develop solutions to the benefit of the user, client and community.

COMMITMENT

- 15% Availability

EDUCATION

- B.S. Landscape Architecture, Cal Poly San Luis Obispo

REGISTRATIONS

- 2011 AICP Certified Transportation Planner 013444, exp. 3/31/23
- 2009 LEED-AP (Lifetime Certification)
- 1984 California Landscape Architect, PLA 2386

AFFILIATIONS

- American Society of Landscape Architects
- American Planning Association
- Association of Pedestrian and Bicycle Professionals
- Circulate San Diego

AWARDS

- 2022 APA Los Angeles Award of Merit, Comprehensive Plan - Small Jurisdiction, City of Montebello Parks Master Plan
- 2021 APWA (Parks \$2-\$5M) Honor Award, Port of San Diego Chula Vista Bayfront Sweetwater Bicycle Path and Promenade
- 2020 Circulate San Diego Healthy Community Award; APA San Diego Transportation Planning Award of Merit; City of National City INTRA-Connect Plan
- 2020 APWA Encinitas Coastal Rail Trail Project of the Year, Transportation (\$6-\$25M category)
- 2020 APWA SDSU ENS 700 Field Project of the Year Parks (\$2-\$5M category)
- 2020 APA Inland Empire, Comprehensive Plan- Large Jurisdiction, Prado Regional Park Master Plan
- 2020 APA San Diego Comprehensive Plan - Large Jurisdiction Award of Merit, City of Oceanside Parks & Recreation Master Plan

CITY OF MONTEBELLO PARKS MASTER PLAN

Principal planner/landscape architect for a parks and facilities master plan that entailed research, analysis, and inventory of the existing parks and park facilities to understand the current conditions and lifespans of the City's assets. An extensive community outreach was conducted to gauge city, stakeholder, and resident use of the facilities along with understanding their desires in future park improvements. The team utilized an advanced GIS mapping technique to analyze the park distribution to develop a comprehensive master plan, indicating specific improvements.

CITY OF ONTARIO PARKS MASTER PLAN

Principal-in-charge responsible for the oversight of inventory of park assets, recommendations, park specific master plans, and other project tasks. The plan identified amenity gaps, level of service, and equity distribution throughout the City. Supervised the assessment of park and recreation facilities, determining suitable recommendations, and developing the final report for the master plan.

CITY OF OCEANSIDE PARKS AND RECREATION MASTER PLAN

Principal landscape architect. The focus of the master plan was to enhance facilities at the existing parks to meet current and future demand, rather than create new parks. The extensive outreach process indicated that improving walking and biking connections to parks, preserving open space, and creating trails through open space were the community's top needs. Trails through existing open space can be a challenge as it may not be allowed by property owners. Through GIS analysis, new trails were recommended through land owned by government agencies and conservancies where it is more likely that public trails can be built. Specific responsibilities included performing an existing conditions and inventory analysis, conducting a Level of Service analysis, developing design standards, developing recommendations for park infill capabilities, developing recommendations for new parks, devising a funding plan, and creating a priority and action plan.

CITY OF GOLETA PARKS, FACILITIES, AND PLAYGROUNDS MASTER PLAN

Principal-in-charge responsible for oversight and conducting public outreach, performing an existing conditions and inventory analysis, conducting a Level of Service analysis, developing design standards, developing recommendations for park infill capabilities, developing recommendations for new parks, devising a funding plan, and creating a priority and action plan.

ADDITIONAL EXPERIENCE

- County of San Diego Parks Master Plan
- City of Encinitas Park Master Plan
- City of Santee Parks Master Plan



With a background in landscape architecture, resource planning, and GIS, Mark oversees Resource Management and Technology services at KTUA. His project experience includes the preparation of natural resource-based park master plans, trail plans, habitat restoration and mitigation plans. His leadership and ability to integrate scientific understanding, technical expertise, and design has allowed him to focus on environmental planning and design projects aimed at balancing the management of natural and cultural resources with human activities.

COMMITMENT

- 20% Availability

EDUCATION

- Bachelor of Landscape Architecture, Regional Landscape Assessment, Cal Poly San Luis Obispo, 1995

REGISTRATIONS

- 2016 AICP #029123

AFFILIATIONS

- American Planning Association

AWARDS

- 2019 California Trails and Greenways Conference Award Program, Honorable Mention San Diego Canyonlands City Heights Trail
- 2018 APWA San Diego, Environmental Honor Award (Under \$2M category), San Diego Canyonlands City Heights Trails
- 2018 San Diego Architectural Foundation's Orchid Award - San Diego Canyonlands City Heights Trails
- 2017 Circulate San Diego Momentum Awards Ceremony - Connectivity category, San Diego Canyonlands City Heights Trails
- 2011 UCSD Scripps Institution of Oceanography Water Pollution Prevention Projects, ASCE San Diego
- 2011 UCSD Scripps Institution of Oceanography Water Pollution Prevention Projects, APWA San Diego

ESCONDIDO PROP. 68 PARKS GRANT FOR ESCONDIDO CREEK LINEAR PARK

Project Manager. Collaborated with the City of Escondido in the development of a successful \$8.5 million Prop 68 grant application for the construction of a linear park project along the Escondido Creek. Developed conceptual plans and an opinion of construction costs for additional multi-use pathways, fencing, lighting, shade structures, landscaping, interpretive signage, exercise equipment, and stormwater runoff treatments. Facilitated multiple community workshops to identify features and amenities, evaluate alternatives, and meet grant requirements.

RIVERSIDE COUNTY PARKS MASTER PLAN

Resource planner for GIS data development, analysis, and mapping support for the county parks master plan. Data development included an analysis of approximately 1,200 land holdings and 150,000 campground reservations to determine visitor origin. This information became the basis of the physical resources plan and level of service analysis for the park resources Riverside County owns or manages. The level of service identified population centers not serviced by specific recreational resources. The final recommendations identified areas of expansion for recreational resources, as well as resources that should be divested due to overlapping service areas with adjacent providers.

COUNTY OF SANTA BARBARA BARON RANCH MASTER PLAN

Principal resource planner. Developing a Master Plan for the 1,083-acre Baron Ranch on the Gaviota Coast in Santa Barbara county. Balancing habitat protection for the threatened California red-legged frog, with potential agricultural operations and public access were the key issues addressed. The plan was developed with a phased implementation strategy that allows the County to adaptively manage the ranch's environmental resources and active uses.

CITY OF SAN DIEGO MISSION TRAILS REGIONAL PARK MASTER PLAN UPDATE AND NATURAL RESOURCE MANAGEMENT PLAN

Project manager responsible for Master Plan update for this 10,000 acre regional park managed by the City of San Diego. Directed the development of opportunities and constraints analyses in support of recreational use and trail planning. Orchestrated three public workshops and presented updates to the MTRP Citizens Advisory Committee and Task Force. Also responsible for providing direction and oversight to the development of the Natural Resources Management Plan and Programmatic EIR.

ADDITIONAL EXPERIENCE

- San Diego Canyonlands - City Heights Loop Trail Plan and Urban Greening Grant
- Crestridge Ecological Reserve Road Crossing Improvement Project
- Escondido Creek Conservancy Grape Day Park

SECTION 3 | TEAM | Key Personnel Resumes | Matt Wilkins | Project Manager | Associate Landscape Architect



Matt Wilkins is an associate landscape architect at KTUA and is currently managing the preparation of the parks master plan update for the City of Menifee. Matt has worked in inter-disciplinary groups throughout his career and brings valuable knowledge of sustainability, park design, landscape architecture, construction, and digital technology to the team. His dedication to the profession and interest in 3D and digital technology has allowed him to lead the discussion about technology use in practice. He is a frequent presenter at national conferences. He has performed numerous field investigations, prepared and led park design from concept to completion, and has created various 3D models, animations and photo simulations for site and city-wide design solutions. With his passion for building a better tomorrow and background in athletics, Matt is dedicated to building better parks for our communities.

COMMITMENT

- 25% Availability

EDUCATION

- B. Landscape Architecture, Minor in Sustainability, Cal Poly, San Luis Obispo
- Architectural Studies, Allan Hancock College

REGISTRATIONS

- 2012 LEED Green Associate
- 2018 CA Landscape Architect PLA 6398, exp. 6/2023

AFFILIATIONS

- American Society of Landscape Architects
- American Planning Association
- Digital Technology Practicing Professional Network, Co-chair

AWARDS

- 2022 APA Los Angeles Award of Merit, Comprehensive Plan - Small Jurisdiction, City of Montebello Parks Master Plan
- 2020 APWA Ocean Beach Street Access Honor Award, Parks (\$2-\$5M category)
- 2020 CMAA San Diego, Public Works Less than \$15 M, Ocean Street Beach Access Improvements
- 2020 American Society of Concrete Contractors Decorative Concrete Council, First Place, Ocean Street Beach Access Improvements
- 2017 APWA, Armorlite Drive Complete Street Plan

RECENT ARTICLE

Tools for Equitable Park Planning and Design: Digital Workflows to Enhance Park Access and Quality. From ASLA Professional Practice Blog, Oct. 7, 2021

<https://tinyurl.com/49bk5d5n>

CITY OF MONTEBELLO PARKS MASTER PLAN

Project manager for a parks and facilities master plan that entails research, analysis, and inventory of the existing parks and park facilities to understand the current conditions and lifespans of the city's assets. Facilitating an extensive community outreach to gauge city, key stakeholder, and resident use of the facilities along with what they desire to see in future park improvements. The team utilized an advanced GIS mapping technique to analyze the park distribution to develop a comprehensive master plan, indicating specific improvements.

CITY OF PERRIS PARKS MASTER PLAN

Project manager assisting with the trails, maintenance, and infill opportunities within the City of Perris. Working closely with the City and project team to also assist in various analysis and inventory tasks along with the eventual recommendations for the parks master plan.

CITY OF ONTARIO PARKS MASTER PLAN

Landscape architect in charge of inventory of park assets and assisting with the draft recommendations, park specific master plans, and other project tasks. Working closely with the project team to identify amenity gaps, level of service, and equity distribution throughout the City.

CITY OF VICTORVILLE PARKS MASTER PLAN

Lead landscape architect assisted with the preparation of a parks master plan for the City of Victorville. KTUA was responsible for public outreach, inventory, maintenance analysis, visioning, CEQA and presentation support for this project.

TOWN OF PHELAN COMMUNITY PARK MASTER PLAN

Senior landscape architect/project manager responsible for providing a conceptual master plan design for the park. The project team worked closely with the Phelan/Piñon Hills Community Services District to produce several conceptual alternatives which explored various design arrangements for the currently undeveloped 26 acres of land. The park's program includes: two active soccer and baseball/softball fields, playgrounds, a skate park, pump track, equestrian facilities, dog park, amphitheater, picnic areas, plazas, and other recreational facilities and infrastructure.

ADDITIONAL EXPERIENCE

- City of Thousand Oaks Conejo Community Park and Community Center
- City of Grover Beach Senior Center Feasibility Study
- National City Pepper Park Expansion Vision Plan

SECTION 3 | TEAM | Key Personnel Resumes | Alex Samarin | Assistant Project Manager | GIS Technical Manager



As an associate, Alex Samarin provides technical oversight for GIS workflows, and guides GIS analysis for assessing the impact of planning projects. He has a broad range of experience applying GIS in utilities management, transportation planning, and environmental analysis. Alex is passionate about projects that provide mutually-beneficial solutions to the human-environment relationship. His previous work spanned regional transportation modeling, regional habitat connectivity, and utility network mapping.

COMMITMENT

- 25% Availability

EDUCATION

- M.A. Geography, (Natural Resource Management and Environmental Policy), San Diego State University, 2015
- B.A. Geography, (Geographic Information Systems), Minor, Environmental Law and Planning, UC Santa Barbara, 2008

REGISTRATIONS

- 2021 GISP, GIS Certification Institute 160988

AFFILIATIONS

- Association of Environmental Professionals (AEP)
- Association of Pedestrian and Bicycle Professionals

AWARDS

- 2020 APA Inland Empire, Comprehensive Plan- Large Jurisdiction, Prado Regional Park Master Plan
- 2020 Circulate San Diego Healthy Community Award; APA San Diego Transportation Planning Award of Merit; City of National City INTRA-Connect Plan

PHELAN - PIÑON HILLS PARKS MASTER PLAN

GIS manager for park level-of-service analysis in two rural communities underserved by park facilities. Analysis considered the unique context of sparse populations, greater distances and drive times, as well as population growth and potential future parks and amenities.

CITY OF HESPERIA PARKS MASTER PLAN

GIS manager, conducted analysis of park amenities and population level-of-service, focusing on recommendations for new facilities and active transportation connections among parks.

CITY OF CORONA PARK INVENTORY AND NEEDS ASSESSMENT

Project manager, coordinated analysis of the population-based and geographic level-of-service for parks and park amenities. Population-based level-of-service included a 15-year projection based on potential future park development and regional population estimates. Park amenities analysis applied standards from the 2020 Agency Review by the National Recreation and Park Association. Park-specific underutilized areas were identified based on criteria like gradient and desired amenity. Areas underserved by parks in the City were identified by applying the Corona General Plan park standard to network-distributed service areas (park travelsheds) for walking, biking, and driving.

CITY OF CORONA TRAILS MASTER PLAN INVENTORY

GIS manager for citywide trail inventory. Managed public outreach applications for data collection. Data collection included mobile and desktop applications for collecting public input on frequented trails, as well as public stakeholder outreach meetings and events.

COUNTY OF SAN LUIS OBISPO PARKS NEEDS ASSESSMENT

GIS manager, performed level-of-service analysis for San Luis Obispo County based on population projections and parks distribution. This included a travelshed population analysis, segmented by park type, travel mode, and travel time.

COUNTY OF SAN BERNARDINO PRADO REGIONAL PARK MASTER PLAN

GIS manager, conducted and evaluated opportunities and constraints for the development of amenities and open space conservation in an urban regional park setting. This included consideration of physical variables such as elevation, slope, soil type, and flood inundation; access to active use and open space park areas via trails; current concessions and lease agreements, as well as legal settlements for future open space areas.



Jacob Leon is an associate planner and outreach facilitator at KTUA. He is currently managing the development of the parks master plan for the City of Montclair. His project responsibilities entail network and facility design, public outreach, technical drafting, and 3D modeling. He is an integral member of KTUA's tactical urbanism team, raising public awareness of the benefits of thoughtful urban design, safe pedestrian and bicycle accessibility, and green infrastructure. His strong background in 3D modeling and graphic design allows him to produce effective digital and printed media to help communicate design concepts. His planning experience includes park master plans, active transportation plans, complete streets plans, bicycle and pedestrian master plans. These projects entail network and facility design, public outreach, and 3D modeling. His experience in landscape architecture includes feasibility studies, site analysis, and park design.

COMMITMENT

- 20% Availability

EDUCATION

- Bachelor of Landscape Architecture, Cal Poly, San Luis Obispo

REGISTRATIONS

- 2014, LEED Green Associate

AFFILIATIONS

- American Society of Landscape Architects
- Association of Pedestrian and Bicycle Professionals

SPECIAL SKILLS

- Spanish Fluency

AWARDS

- 2020 San Diego Green Building Council, Unbuilt Most Efficient EUI Merit Award, Southwestern College Landscape Nursery Technology Center
- 2020 APA Inland Empire, Comprehensive Plan- Large Jurisdiction, Prado Regional Park Master Plan
- 2020 Circulate San Diego Healthy Community Award; APA San Diego Transportation Planning Award of Merit; City of National City INTRA-Connect Plan
- 2020 ASLA San Diego Award of Merit; 2019 APA California, Comprehensive Plan Small Jurisdiction; 2019 APA Inland Empire Comprehensive Plan Small Jurisdiction, Award of Excellence, San Jacinto Trails Master Plan
- 2019 APA Central Coast; 2018 APWA-California Central Coast Project of the Year, Special Studies Under \$2M Category; Goleta BMP Award of Excellence
- 2019 SCAG Sustainability Award for Active, Healthy and Safe Communities; and 2019 APA OC Transportation Planning Merit Award: City of Santa Ana - Central Complete Streets Plan

CITY OF ONTARIO PARKS MASTER PLAN

Project manager. Weekly tasks included communication between the client and project team members, managing a team of in-house GIS analysts and community outreach specialists, and maintaining project milestones on schedule. His extensive experience with community outreach helped the team and city navigate the COVID-19 pandemic by developing an alternative outreach strategy plan that included the use of online communication tools. Other responsibilities included assessing park and recreation facilities, determining suitable recommendations, and developing the final report for the master plan.

CITY OF SAN JACINTO TRAILS MASTER PLAN

Project manager responsible for all day-to-day project correspondence and tasks including community outreach coordination, existing conditions analysis, field investigations, project development, and document design. Responsibilities also included coordinating with neighboring jurisdictions, stakeholders, and city staff to develop a comprehensive Trails Master Plan that will guide the City with future grant opportunities for project implementation.

CITY OF MONTEBELLO PARKS MASTER PLAN

Outreach facilitator for a parks master plan that entailed research, analysis, and inventory of the existing facilities. Facilitated an extensive community outreach to gauge city, key stakeholder, and resident use of the facilities along with what they desired to see in future park improvements. The team utilized a variety of tools such as SurveyMonkey and advanced GIS mapping software to collect community feedback. Assisted team with workshop facilitation in English and Spanish.

CITY OF PLACENTIA OPEN SPACES AND URBAN GREENING PLAN

Assistant project manager. Designed, coordinated, and completed many tasks throughout the project's planning process. Assisted in the development of a comprehensive community engagement plan that included strategies, branding, announcements, workshop exhibits, and summaries in both English and Spanish. Also helped develop park and active transportation recommendations based on the field work, analyses, and community feedback the team received.

CITY OF LA MESA MACARTHUR PARK OPPORTUNITIES AND CONSTRAINTS STUDY AND PARK MASTER PLAN

Outreach facilitator for coordination and preparation of materials for three community workshops. Public outreach materials included online and paper surveys, flyers, postcards, and email announcements. Spanish translation and interpretation were included for all materials and workshops. Analyzed and summarized all public input to use as a guide for future recommendations. Additional involvement included field work, a site analysis of the project's site and boundaries, and document production.

SECTION 3 | TEAM | Key Personnel Resumes



Marissa Ritter is a planner at KTUA and focuses on active transportation and federal planning. She holds a Bachelor of Science in City and Regional Planning from California Polytechnic State University San Luis Obispo. Her project responsibilities entail GIS analyzing, graphic design, Asset Evaluations, and Basic Facility Requirements. Her experience with GIS includes data creation/editing, spatial analysis and calculation, and mapping. Her interests include urban design, graphic design, sketching, and paddle boarding.

COMMITMENT

- 40% Availability

EDUCATION

- B.S. City and Regional Planning, California Polytechnic State University, San Luis Obispo

AFFILIATIONS

- American Planning Association
- Urban Land Institute

AWARDS

- 2022 APA San Diego Award of Merit, Transportation Planning, Imperial County Transportation Commission Regional Active Transportation Plan

CITY OF MONTEBELLO PARKS MASTER PLAN

Planner for a parks and facilities master plan assisting in conducting research, analysis, and inventory of the existing parks and park facilities to understand the current and future conditions of the city's park amenities. Created surveys through SurveyMonkey to help facilitate extensive community outreach to gauge resident use of the facilities and what improvements they would like to see in future park amenities. Managed document production and graphic design of the final report.

COUNTY OF SANTA BARBARA BARON RANCH MASTER PLAN

Planner, assisted with producing GIS Maps for the final report including existing conditions and analysis. Created maps using GIS and collected data from USGS.

SANTA YNEZ TRAIL ALIGNMENT STUDY

Planner. Assisted with GIS for the Santa Ynez River Trail Alignment Study, collected collision data from TIMS and create heat-maps. Mapped out unique views along the proposed trail.

CITY OF EL MONTE VISION ZERO

Planner/community outreach lead, facilitated outreach events and communicated with the technical advisory committee. Assisted with the project analysis, recommendations and GIS mapping. Responsible for the design and production of document layout.

ADDITIONAL EXPERIENCE

- City of Menifee Parks Master Plan
- City of Montclair Parks Master Plan

ALAN PENNINGTON

VICE PRESIDENT, MATRIX CONSULTING GROUP



Alan Pennington leads our General Consulting Practice which includes our Parks and Recreation practice area. He has served as the Project Manager or Lead Analyst on over 300 local government studies including recent parks and recreation engagements. Alan has extensive experience conducting assessments for parks and recreation operations including evaluation of policies and procedures.

Alan's relevant experience include:

- Completed over 300 local government assessment including over 50 parks and recreation evaluations.
- Implemented numerous approaches to ensuring stakeholder feedback and input is fully integrated into the evaluation and development of recommendations.
- Extensive experience evaluating parks and recreation services including ensuring maintenance of existing programs and facilities, and opportunities to expand to meet identified community needs in a financially sustainable manner.

Experience Highlights

Milpitas, CA: Alan was the Project Manager on for the Matrix Consulting Group's portion of the Park Master Plan update. Our scope of work included:

- Evaluation of recreation programs, fee evaluation and calculation of cost recovery,
- Evaluating staffing requirements, and
- Development of a cost recovery policy and City Council resolution. The City Council adopted the recommended cost recovery policy without modification providing for the first time a formal cost recovery target for staff to utilize in developing programs and fees.

Seattle, WA: Alan was the Project Manager on this study that included a review of the parks maintenance function for the City of Seattle and developed recommended maintenance and improvement standards and aligning staffing with these standards. Key analysis included:

- Toured all parks to evaluate current maintenance standards.
- Reviewed preventive maintenance standards.
- Developed staffing and policy recommendations for parks maintenance needs in compliance with best management practices.

Relevant Clients:

CA	Los Angeles
CA	Menlo Park
CA	Rancho Palos Verdes
CO	Fort Morgan
FL	St. Cloud
HI	Maui County
IL	Elmhurst Park District
IL	Orland Park
IL	Tinley Park
KS	Johnson County
MA	Orleans
MI	Grand Rapids
MI	Portage
MO	Raymore
NJ	Franklin Township
OR	Tigard
TX	Ft. Worth
TX	Schertz
TX	Southlake
WA	Everett
WA	Seattle

Years of Consulting Experience: 14

Years of Government Experience: 13

Education:

BA, University of Maine,
Public Management.

MPA, University of Maine,

Professional Association:

Association of Local
Government Auditors
(ALGA)

COMMITMENT
• 20% Availability

SECTION 3 | TEAM | Subconsultant Key Personnel Resumes

KHUSHBOO HUSSAIN

SENIOR MANAGER, MATRIX CONSULTING GROUP



Ms. Hussain is a Senior Manager who manages cost allocation plan, user fee, development impact fee, and cost of service engagements. Her experience with the firm also includes participation in operational audit engagements focusing on reviewing organizational, staffing, and internal processes to enhance services. Khushboo's relevant experience include:

- Completed over 100 cost of service studies for clients across the United States.
- Analysis focuses on development and documentation of direct and indirect costs, fair and equitable allocation methodologies, defensible results.
- Expertise also includes development of fiscal policies and procedures relating to cost of service and cost recovery.

Experience Highlights

Menifee, CA: Khushboo is currently working with the City of Menifee on a Full Cost Allocation Plan, OMB Compliant Cost Allocation Plan, Citywide Comprehensive Fee Study, and Development Impact Fee Study. The Full Cost Plan focused on determining the overall indirect costs associated with services and identifying the direct receivers of those costs. The results of that analysis have been incorporated into the Citywide Fee Study and Development Impact Fee Study. The Fee study looked at all departments and determined the direct and indirect costs associated with providing services. The Development Impact fee Study is reviewing and ensuring that the current nexus for fees is still appropriate. The study is expected to be completed for implementation by July 1, 2022.

Manhattan Beach, CA: Khushboo served as the project manager on this engagement which looked and developing a citywide cost plan and comprehensive user fee study. Key analysis includes:

- Development of allocation metrics to ensure fair and equitable accounting of services and costs.
- Verifying local and state authorizations for setting and charging fees, including noting state set limits or caps.
- Ensure cross-departmental support provided by other departments was captured in the full cost.

South Pasadena, CA: We conducted a citywide fee study, determining the full cost of city services, identifying subsidies, and recommending annual increases. Key analysis included:

- Determining appropriate time estimates for plan review, inspection, and permitting services.
- Development of fee increase options, including annual increases and phased implementation.
- Presentation to stakeholders to ensure understanding of results.

COMMITMENT

- 20% Availability

Relevant CA Clients:

Berkeley
Citrus Heights
Cupertino
Dixon
Elk Grove
Fairfield
Humboldt County
Livermore
Long Beach
Manhattan Beach
Menifee
Orange
Pacific Grove
Redwood City
San Bernardino County
San Pablo
San Mateo
Santa Clara
Santa Clara County
Sonoma County
South San Francisco
Stanislaus County
Sunnyvale
Vacaville
Winters

Years of Experience: 9

Education:


B.A., University of California –
San Diego, International
Economics

M.A., University of California –
San Diego, International
Affairs

Professional Association /
Certification:

California Society of Municipal
Finance Officers

OMB Cost Allocation Best
Practices



CONTACT
 P: 303-396-1625
 E: jake@rrcassociates.com
 W: rrcassociates.com

COMMITMENT
 ▪ 20% Availability



Jake Jorgenson, Ph.D.

Chief Operating Officer

ABOUT

Jake possesses extensive experience in recreation and tourism research, visitor behaviors, and visitor management. His personal philosophy is grounded in providing practical solutions through research using both traditional and innovative methodologies. Since 2020, Jake has served as the lead social scientist for the National Park Service's nationwide socioeconomic research contract. Further, he has extensive experience assessing resident opinions on development of municipal and county parks and recreation plans and visitor monitoring strategies for multiple tourism organizations. He has first-hand knowledge of the challenges and issues faced by land managers, tourism operators, and local communities and the need to make sound decisions. Jake has led a variety of quantitative and qualitative research studies using methodologies ranging from surveys, experimental design, interviews, and secondary analysis.

EDUCATION

Doctor of Philosophy, Forestry and Conservation Sciences: University of Montana, 2016
 Master of Science, Recreation Management: University of Montana, 2013
 Bachelor of Science, Recreation and Tourism Studies: University of North Dakota, 2010

PROFESSIONAL EXPERIENCE

2021 to present Chief Operating Officer, RRC Associates, Boulder, CO
2020 to 2021 Lead Analyst, RRC Associates, Boulder, CO
2017 to 2019 Senior Research Analyst, RRC Associates, Boulder, CO
2011 to 2017 Research Assistant / Post-Doctoral Researcher, The Institute for Tourism and Recreation Research, University of Montana, Missoula, MT

RELEVANT WORK EXPERIENCE

Tourism and Recreation Research

Upper Colorado River, CO
 Breckenridge, CO
 Denver, CO
 Golden, CO
 Steamboat Springs, CO
 Chattanooga, TN
 Gardiner, MT
 Whitefish, MT

National Park Service

Zion National Park
 Bryce Canyon National Park
 Yellowstone National Park
 Grand Teton National Park
 Acadia National Park
 Nationwide Socioeconomic Monitoring Program

Mountain Resorts

Arapahoe Basin Ski Area
 Grand Targhee Resort
 Whitefish Mountain Resort
 National Ski Areas Association

City/County Parks & Recreation Surveys

Amherst, NY
 Arlington Heights, IL
 Bismarck, ND
 Chatham County, GA
 County of San Luis Obispo, CA
 Darien, CT
 Gunnison, CO

Attachment: KTU&A_PCS Parks Master Plan Agreement_ Approved as to Form_ Staff Rep (5915 : APPROVE AND EXECUTE CONSULTANT

**CONTACT**

P: 303-396-1612

E: sean@rrcassociates.comW: www.rrcassociates.com**COMMITMENT**

▪ 20% Availability



Sean Maher

CEO

ABOUT

Sean Maher is the CEO of RRC Associates where he oversees all client relations, project management and strategic planning for the firm. RRC's areas of expertise include tourism, the ski industry, parks and recreation, and urban district management.

Prior to joining RRC, Sean was CEO of the Downtown Boulder Partnership (DBP) and Downtown Business Improvement District where he oversaw marketing, operations, special events and tenant recruitment for the 49-square block downtown district. Before joining DBP, Sean headed up private and public economic development effort in Boulder as head of the Boulder Economic Council (BEC) and ran the Small Business Development Center.

Before the BEC, Sean started and owned multiple Ben & Jerry's stores in Boulder and Denver and worked as a marketing consultant for the Sterling Rice Group. He built up and eventually sold a successful multi-store retail business in Taos, New Mexico focused on outdoor gear and footwear. Sean holds an MBA from the University of Colorado.

EDUCATION

Master's in Business Administration, University of Colorado at Boulder
Bachelor of Science, Business Administration, University of Montana

PROFESSIONAL EXPERIENCE

<i>2019 to present</i>	CEO, RRC Associates, Boulder, CO
<i>2008 to 2019</i>	CEO, Downtown Boulder Partnership and Business Improvement District
<i>2004 to 2007</i>	Executive Director, Business Economic Council, Boulder, CO
<i>2002 to 2004</i>	Director, Boulder Small Business Development Center, Boulder, CO

RELEVANT WORK EXPERIENCE

Special Events and Tourism

IRONMAN Boulder
US Pro Cycling Challenge Steering Committee
Pearl Street Arts Festival
Taste of Peal Food & Wine Event
Boulder Craft Beer Festival
Boulder Tourism Survey
Ben & Jerry's Colorado Special Events
Downtown Intercept Surveys

District and Downtown Management

Retail Assessment and Strategy
Economic Impact Analysis
Downtown Intercept Survey 2008-2018
International Downtown Association Board
Parking Demand & Utilization Study
Tenant Mix Analysis & Recruitment
Small Business Consulting & Assistance
City Council Relations & Advocacy
Business Incentive Program Creation
Tech/Startup Firm Integration



Kailyn Haskovec

Research Analyst

CONTACT

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E: kailyn@rrcassociates.com

W: rrcassociates.com

COMMITMENT

- 30% Availability

ABOUT

Kailyn brings a unique perspective to the RRC Associates team with a background in state and local government, parks and recreation, transportation, and social research. With a Bachelor of Arts degree in Sociology and a Masters of the Environment degree, Kailyn can interpret qualitative and quantitative data to provide strategic recommendations and policy direction. She has assisted with a variety of parks and recreation studies, community surveys, market analyses, and is a part of RRC's national parks project team. Kailyn also provides creative insight to RRC's marketing and communication efforts by designing, formatting, and editing reports and proposals.

EDUCATION

Master of the Environment, Sustainable Planning and Management: University of Colorado, 2018
 Bachelor of Arts, Sociology minors in Environmental Studies and Public Policy, Planning and Management: University of Oregon, 2014

PROFESSIONAL EXPERIENCE

<i>2021 to present</i>	Research Analyst, RRC Associates, Boulder, CO
<i>2019 to 2021</i>	Program Coordinator, RRC Associates, Boulder, CO
<i>2019 to 2020</i>	Process Improvement Intern, Colorado Department of Transportation, Denver, CO
<i>2017 to 2018</i>	Graduate Research Assistant, National Parks Conservation Association, Boulder, CO
<i>2017 to 2019</i>	Administrative Assistant, City of Boulder Parks and Recreation Department, Boulder, CO

RELEVANT WORK EXPERIENCE

Parks, Recreation & Community Needs

Assessments

Mesa, AZ
 Deltona, FL
 Brunswick, ME
 Charles County, MD
 Calvert County, MD
 Chelan, WA
 Boca Raton, FL

Tourism, Visitor, Special Event and Economic Research

Beaver Creek Mountain Resort, CO
 Visit Walla Walla, WA
 City of Lafayette, CO
 Town of Vail, CO

Ski Area Market Assessments

Mt. Garibaldi, BC
 The Balsams, NH
 Quarry Road, ME
 Saddleback, ME

Outdoor Recreation Research

Quandary Peak, CO
 Jefferson County Open Space, CO
 Upper Colorado Wild and Scenic Stakeholder Group, CO
 American Whitewater
 Various national parks

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SECTION 5

Response Template



EL POTRERO PARK

“Trees all around the park, so there’s a lot of good shade. The bathrooms right by the playground which is convenient.”

~ MOVAL Resident Comment

RFP # 2022-065 Professional Services for Parks, Community Services Trails Master Plan

Attachment A: Required Response Template**KTU&A**

(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.
**KTU&A, 3916 Normal St., San Diego, CA 92103, 619-294-4477,
Fax: 619-294-9965, mike@ktua.com or markc@ktua.com, www.ktua.com**
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.
Kawasaki Theilacker & Associates, 52 Years in business
- C. Organizational structure (i.e., corp., LLC, sole proprietorship, etc.).
C Corporation, California
- D. Names and titles of the principal owner(s).
Michael Singleton, President; Sharon Singleton, Vice President; Brooke Whalen, Vice President; Chris Langdon, Vice President; Joe Punsalan, Vice President; Mark Carpenter, Treasurer/Secretary
- E. Person(s) authorized to make commitments for your company.
Michael Singleton or Mark Carpenter
- F. Company history, experience, years in business for current company name.
Established 1970, in business as KTU&A since 1987
- G. Annual company revenues for the last three fiscal years.
2021 = \$4,150,000; 2020 = \$4,780,000; 2019 = \$5,700,000
- H. Tax ID number.
952750597
- I. The complete scope of services offered by your company.
[KTUA is a collaboration of planners, landscape architects, GIS analysts, and graphic designers focused on the creation of livable communities. Established in 1970, KTUA has expanded the boundaries of a traditional landscape architecture office by incorporating active transportation, community planning, federal planning, and natural resource management practices into our portfolio. With this diversity, KTUA has the ability to help shape the bigger picture while addressing the fine-grained details that contribute to sustainable natural and built environment.]
- J. The number of clients (including governmental) served in past and present.
335
- K. Special qualifications, training, credentials, recognition, or awards.
Michael Singleton CA Landscape Architect PLA #2386, LEEP AP (lifetime); Mark Carpenter, AICP #029123. Numerous awards listed by year on our web page: <http://www.ktua.com/about/>
- L. Contracts terminated for cause, pending litigation or legal issues.
0

SECTION 5 | RESPONSE TEMPLATE | Attachment A

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

- A. Names and titles of key management personnel.
[Michael Singleton, Senior Principal Planner; Mark Carpenter, Principal Planner; Brooke Whalen, Principal Landscape Architect; Chris Langdon, Principal Landscape Architect; Joe Punsalan, Principal Planner]
- B. Team to be assigned for these services.
Michael Singleton, Senior Principal Planner/Landscape Architect; Mark Carpenter, Principal Quality Manager/Resource Planner; Matt Wilkins, Project Manager; Alex Samarin, GIS Technical Manager; Jacob Leon, Outreach Facilitator; Marissa Ritter, Planner. Subconsultants: Matrix Consulting Group - Alan Pennington, Senior Analyst; Khushboo Husain, Senior Analyst; RRC – Jake Jorgenson, Chief Operating Officer; Sean Maher, CEO; Kailyn Haskovec, Research Analyst
- C. Qualifications of specific individuals who will work on the project.
See Resumes included in Section 3 Professional Team Assignments
- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.
See Staff Commitment % Availability located in Section 3 Team Professional Assignments
- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.
Michael Singleton, Principal Planner/Landscape Architect; Mark Carpenter, Principal Quality Manager/Resource Planner; Matt Wilkins, Project Manager; Alex Samarin, GIS Technical Manager; Jacob Leon, Outreach Facilitator; Marissa Ritter, Planner. Subconsultants: Matrix Consulting Group - Alan Pennington, Senior Analyst; Khushboo Husain, Senior Analyst; RRC – Jake Jorgenson, Chief Operating Officer; Sean Maher, CEO; Kailyn Haskovec, Research Analyst
- F. Current number of employees: full-time and part-time employees.
29 employees all full-time
- G. Annual turnover rate of staff.
7%
- H. Names of any subcontractor's you propose to use for our contract. Provide only names here; fill in the details on City-provided Subcontractors List.
Subconsultants: Matrix Consulting Group - Alan Pennington, Senior Analyst; Khushboo Husain, Senior Analyst; RRC – Jake Jorgenson, Chief Operating Officer; Sean Maher, CEO; Kailyn Haskovec, Research Analyst
- I. Facilities that would be utilized to perform the required work.
KTUA, Matrix Consulting, and RRC office locations
- J. Equipment that would be utilized to perform the required work.
GIS analysis tools, park inventory app for recording/analyzing park amenities in the field

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.
See project experience starting on page 3 and links to completed park master plans on page 38.
- B. Reasonableness of your fee to do the work.
KTUA's fees fall within the allocated budget stated in the RFP and the team's hourly billing rates are well within industry standards for this type of project.

- C. Current resources to meet or better all task and timeline requirements herein.
KTUA's in house staff of park planners, landscape architects, GIS analysts, bilingual outreach facilitators and graphic designers have worked on more than 20 park and trail master plans together in Southern California.
- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.
KTUA staff meets weekly to review schedules and ensure that project tasks and timelines are progressing as planned. One of the bigger challenges is receiving timely input from the client in order to meet the schedule. KTUA's monthly progress reports identify tasks completed to date, information still needed, and next steps and responsibilities outlined.
- E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?
Immediately
- F. How quickly can you begin providing services if awarded the contract?
8/1/22
- G. Details of any improvement or upgrades your firm has designed or implemented.
The use of GIS for equity distribution was introduced in our projects a decade ago, moving away from the traditional circles for park service areas to parksheds based on actual walking, biking or driving routes using actual walking, biking or driving to existing facilities. We introduced the idea of a 10-minute walk zone to define service areas well before it became a more recent trend as a way to measure equity and access. We have been using demographics to identify the best location for age specific facilities and amenities for many years. We are now integrating tools to look at equity as it relates to different socio-economic demographics.

IV. Demonstrated and Technical Experience

Please describe your company's:

- A. Demonstrated record of success on work previously performed.
**KTUA's most recent park master plans have received awards at the local and regional level:
Ontario Parks Master Plan, 2022 APA Inland Empire Award of Merit
Montebello Parks Master Plan, 2022 APA Los Angeles Award of Merit, Comprehensive Plan - Small Jurisdiction
Goleta Parks Master Plan, 2020 APA Central Coast Comprehensive Plan - Small Jurisdiction Award of Merit
Oceanside Parks Master Plan, 2020 APA San Diego Comprehensive Plan - Large Jurisdiction Award of Merit**
- B. Specific method and techniques to be employed on the project or problem.
KTUA's level of services GIS analysis, customized park inventory app, and robust and flexible outreach strategies provide valuable tools that lead to community supported recommendations. Detailed cut-sheets prepared for the highest priority recommendations enable the city to pursue grant funding for project implementation.

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 will you schedule professional and staff to ensure milestones and deadlines are met?
KTUA utilizes the Resource Planning module of Deltek VantagePoint for weekly staff scheduling, allowing us to accurately schedule staff resources with the appropriate experience to meet project deadlines.
- B. Provide required response time to the urgent service requests.

KTUA staff members respond to all phone calls and emails within 24 hours.

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.

N/A

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

- **The KTUA team’s goal is to ensure that Moreno Valley’s park system continues to evolve, particularly in light of what has been learned about the importance of parks, trails, and open space during COVID. Key areas we will focus on include:**
- **Planning with an open and collaborative process to produce a flexible and achievable plan.**
- **Developing a public participation strategy that allows KTUA and the City of Moreno Valley to listen to ideas shared by the public and collaborate on prioritizing those ideas. This includes integrating the pre-covid face-to-face meeting focus with a hybrid that allows individuals to attend meetings in person or via teleconferencing.**
- **Utilizing state-of-the art GIS analysis tools to conduct all the park resource assessments. Rather than simply creating circular buffers around a park, KTUA uses a unique existing street network method along with park entry points to create realistic travel buffers. This method is more accurate and reflects actual travel distances rather than the oversimplified circular radii. This increases the accuracy of the utilized 10-minute park planning areas to be between 10%-20% more reflective of the community who’s actually using the parks and therefore increases the accuracy of park planning recommendations.**
- **Engaging the Parks, Recreation and Trails Commission, community members, and key stakeholders in the process of updating the master plan to enable the City to continue to expand high quality-of-life community amenities. Cultivating champions for the plan will be essential.**
- **Researching and exploring a wide variety of funding sources available to help in implementing future projects.**

Submitted by:

Company Name **KTU&A**

Contact Name **Michael Singleton**

Title **Sr. Principal Planner/Landscape Architect**

Signature 

Email **mike@ktua.com**

Phone **619-294-4477 ext. 134, cell: 619-788-2128**

Date **6/30/2022**

Attachment: KTU&A_PCS Parks Master Plan Agreement_ Approved as to Form_ Staff Rep (5915 : APPROVE AND EXECUTE CONSULTANT

WHY, WHEN, HOW, WHERE AND WHAT

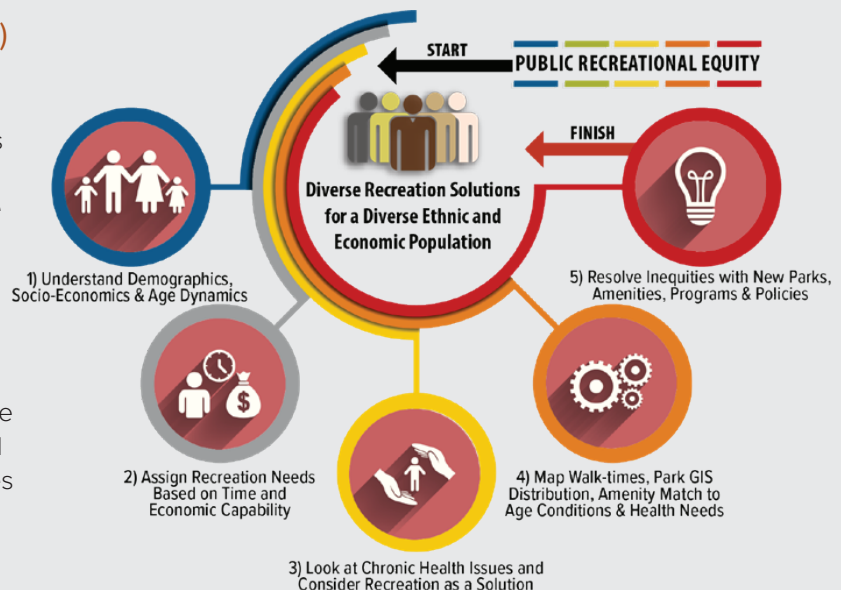
To understand how the KTUA team approaches their park master planning projects, the following highlights our guiding principles. This constitutes the “**WHY**” of the project. The proposed schedule covers the “**WHEN**” and the process and detailed scope of works cover the “**HOW.**” The work products indicate “**WHERE**” improvements should be made and “**WHAT**” should be done to improve the City’s parks, recreational elements, open spaces and programs for youth, adults and seniors.

KTUA’S PARK MASTER PLANNING PRINCIPLES:

- The residents of Moreno Valley deserve safe and convenient parks.
- Parks and open spaces should be fun and provide amenities to encourage healthy activities, but also protect or enhance natural or cultural resources.
- Support for parks and open space is increased when people make parks a part of their lives. If a program immerses the public into the community resource, then they become advocates for protecting, expanding, or enhancing these resources. They are also more likely to be willing to pay to participate in these programs.
- Since the largest desired recreational activities are walking, running, hiking, and biking, the plan needs to address non-standard linear connections, pocket parks, urban plazas, and open space in support of park acreage and facilities, as well as 10-minute walking access to parks.
- The plan must be based on public input that recognizes national and local recreational trends, population forecasts, and area specific desires. However, the standards are guidelines for comparison and not mandates. Local priorities should provide the direction for the overall plan.
- A balance is needed between the demands of the broader public while protecting local neighbors from real (not perceived) negative impacts.
- Investments in parks and recreation assets should take into account habitat and cultural resource protection, open space access, ADA universal access, stormwater runoff control, and urban forestry benefits for air quality and urban heat island reduction.
- Investments in other programs should take into account the needs of underserved communities or the special needs of population segments that rely on public programs. Integration of the underserved increases the strength of the entire program and provides equity and solutions to those who may not have access.
- New development should support its own new residents and meet a fair share of the new recreation demand.
- In many cases, infill of new amenities within existing parks and community facilities may be the proper solution compared with the acquisition of new park lands. Space can usually be found in existing city parks and facilities if efficiently laid out to rely on not fully developed public lands.
- GIS tools and demographic data should be used to determine equitable distribution, with an emphasis on providing close access to recreational experiences that start at a person’s front door instead of their car door in a parking lot near a park or community facility. Locating transit options near these facilities or locating city parks and facilities near transit services can help make distribution and access more equitable.
- The economics of park development and funding must be an essential part of the recommendations and implementation plan.
- Maintenance, staffing, operational costs, and other non-facility expenses can often add up to more than the value or cost of physical facilities and therefore needs to be taken into account in this overall master plan process.

PUBLIC RECREATIONAL EQUITY (PRE)

The pandemic and other cultural shifts such as environmental justice, equity concerns, and civil rights discussions of the last several years have highlighted inequities that exist and the need to address chronic health problems. The role that parks and recreation provides to the community in terms of mental, physical, social, and spiritual health has been made clearer as a result of these facilities not being available and have now become more important as parks opened back up. KTUA’s approach to the Moreno Valley Parks, Community Services and Trails Master Plan will address the equity issues and the health aspects that parks and recreation can play.



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SECTION 5 | RESPONSE TEMPLATE | Scope of Work

TASK A: PROJECT INITIATION AND MANAGEMENT**A.1 Project kick-off meeting and site tour with City (Trip 1)**

A productive and informative project kick-off meeting is essential to the success of the parks master plan as it sets the foundation for team expectations and deliverables. The team will develop communication protocols and establish meeting minute documentation that will serve as the basic structure for the team meetings that are needed to keep the project within budget and on schedule. We will also discuss other important elements that will be key to a successful master plan, such as an agreement on the current population-based standards for parks and recreation, as well as standards for other community programs and park amenities. To make efficient use of the budget, the kick-off meeting will also include a tour of parks and recreation amenities with city staff members to inform the team of significant areas of concern and opportunity.

A.2 Existing document and policy review

Prior to the kick-off meeting, the team will identify the most critical needs for data and mapping. With some relevant studies and reports already available, the team will arrive at the kick-off meeting informed so that the discussion can focus on additional data needed. The initial phase of work needs to commence quickly, since missing data can either delay the project's schedule or may not be able to be integrated into the overall process in a timely manner.

Essential data will be requested and processed for use in the study efforts. This data may include native files from the previous master plan and recent general plan update, GIS files of parks and other community facilities, spreadsheets of available data, and individual park and community planning documents that might be aimed at future CIP projects and ongoing improvements that need to be known prior to making any project recommendations. Available demographic and socio-economic data and projected populations and growth are also important data points. However, these can also be obtained through SCAG and WRCOG.

The project team will request all relevant planning and CIP documents at the kick-off meeting and review them during the first phase of the planning process. Documents requested may include:

- City of Moreno Valley 2040 General Plan
- City of Moreno Valley 2010 Parks, Recreation and Open Space Master Plan
- City of Moreno Valley 2012 Energy Efficiency and Climate Action Strategy
- City of Moreno Valley 2014 Bicycle Master Plan (prepared by KTUA)
- Capital Improvement Projects (CIP) List
- City of Moreno Valley Specific Plans for areas such as AquaBella, Auto Mall, Eastgate, Festival, Industrial Area, Hidden Springs, Koll Corporate Center, World Logistics Center, and The Village
- City of Moreno Valley Schedule of City Fees, Charges and Rates
- Community Health Needs Assessment

- Review ordinances and policies (Title 3 Revenue and Finance; Title 9 Planning and Zoning; Title 11 Peace, Morals and Safety)
- Proposed amendments/new ordinances
- Park land acquisition and development policies

A.3 Team teleconferences (6)

Ongoing communication between the city and team will ensure project milestones are met. Teleconferences will be scheduled via Zoom, GoToMeeting, or any other City preferred on-line tool.

A.4 Quality control

KTUA will provide quality assurance and quality control (QAQC) for project deliverables including reviewing all maps, graphs, tables, infographics, and text. The project management team at KTUA is comprised of subject-matter experts in park planning issues and policy, data analysis and visualization, graphic and document design, and technical writing that will guide the document from concept to completion.

TASK B: PUBLIC PROCESS**B.1 Create Outreach Plan for equitable input/bilingual strategies**

The first of the teleconference calls will be focused on the development of the Public Outreach Plan (POP). The project team will encourage the participation of city staff members that regularly engage in public outreach, such as the Public Information Officer.

The POP will outline the techniques to obtain the highest degree of public, stakeholder, and staff input possible. Special attention will be focused on strategies to reach and engage Moreno Valley residents who typically shy away from sharing their ideas and concerns in public settings. Outreach will be conducted in the language spoken by residents (primarily English and Spanish), in a manner that is easy for them to understand, and with a variety of tools to match their comfort level of participation.

The POP will include key messages, strategies, schedules, and descriptions of outreach activities and opportunities, with an emphasis on engagement methods to encourage attendance at in-person workshops. Online engagement tools that can be used to effectively disseminate information for the parks and recreation master planning efforts will also be discussed.

The POP will also prescribe the use of social media engagement opportunities, language translation and interpretation needs (English/Spanish), and virtual engagement opportunities if in-person events are not possible due to local health COVID-19 health orders or if a hybrid process will encourage more participation.

B.2 Project Publicity

The success of engagement and outreach efforts is inextricably linked to the marketing and publicity that accompanies the activities for which feedback is being sought.

SECTION 5 | RESPONSE TEMPLATE | Scope of Work

Branding is a key component of marketing and engagement, whether online or through public workshops. Branding brings continuity to all project components throughout the duration of the project and distinguishes this project from others in the City. Consistent branding will be included on all project materials such as flyers, exhibits, online material, social media kits, and documents. KTUA will design branding material for different uses and print engagement material for in-person workshops and other events.

The team will follow established graphic guidelines to create attractively branded products that will encourage people to participate and become involved in the overall project. Tasks will include:

- Develop project branding concepts
- Develop and distribute a project questionnaire/survey (printed and online using approved City platform)
- Create project website through ESRI Story Hub and update monthly
- Identify incentives to attend meetings and provide input
- Prepare social media kit (graphics and text i.e. flyers, press releases)

B.3 Focus Group/Stakeholder Meetings and Workshops (Trips 2-5)

The KTUA team will use the feedback collected during the POP teleconference call to organize five focus group and stakeholder meetings, three community workshops, and two meetings with the Parks, Recreation and Trails Committee. These meetings and workshops are essential to understanding the needs, challenges, and opportunities throughout the city.

All stakeholder meetings and workshops will be publicly noticed and include multiple forms of engagement, activities, and topics to create an inclusive environment for input and participation. Opportunities for input for community members unable to participate in workshops will be available.

Focus Group and Stakeholder Meetings: These meetings are intended to gather local feedback from an audience with specific experience and knowledge of the Moreno Valley parks, trails, and programs. Five focus group and stakeholder meetings will take place in the first phase of the planning process to inform the existing conditions analysis. The meetings may include: City staff, operators, managers, and maintenance staff; interest groups that currently are frequent users of facilities; school districts and non-profit groups and other advocates for park, recreation, and trail facilities; and other groups or individuals who may not be currently using city facilities due to a lack of facilities for their particular interest, real or perceived barriers to access, or other reasons.

Workshops: While in-person workshops are ideal, public health guidance may require a hybrid or different approach. The KTUA team's vast experience in traditional, pop-up, and virtual workshops will be discussed to best meet the needs of the Moreno Valley community. The team has an extensive list of tools, programs, and multi-lingual team members to ensure successful public outreach. If pop-up workshops are needed, KTUA has found that hosting these workshops during other well-attending city or community sponsored events increases participation. These events may include:

Public Safety Expo, Springtastic, Earth Day, MoVal Rocks, MoVal Movies, El Grito, Day of the Dead Celebration, Holiday Tree Lighting and the Holiday Snow Day.

Moreno Valley's geographic size and diversity would suggest that workshops in different locations in the City may generate additional interest and make it easier for residents to participate.

Workshop 1: Vision, opportunities and constraints, and existing conditions.

Workshop 2: Summary of existing conditions, key stakeholder interviews, and discussion of priorities.

Workshop 3: Presentation of master plan recommendations for review and feedback from the community

COVID-19 has taught our team to remain flexible and innovative. We bring a large suite of online engagement tools that can be discussed with City staff if it is deemed necessary to keep in-person contact to a minimum. Tools such as Zoom, Jamboard, or Mentimeter can be used to keep online outreach fun and informative.

B.4 Parks, Recreation and Trails Committee meetings/workshops

The KTUA team will conduct a teleconference workshop with the Parks, Recreation and Trails Committee, presenting materials similar to materials presented during the stakeholder meetings and workshops, and summarizing public comments received during those meetings. The Parks, Recreation and Trails Committee will be asked to validate the information and comments from the stakeholder meetings and provide direction as the team prepares the draft master plan.

B.5 Data consolidations – priorities ranking report

B.6 Summary of meetings and workshops

The summary report will include:

- Final Public Outreach Plan (POP)
- Summary of stakeholder meetings
- Summary of community workshops and survey results
- Summary of Parks Committee meeting/workshop
- Summary of website online comment map
- Public input/needs assessment initial report

TASK C: STATISTICALLY VALID SURVEY

The KTUA team will create a survey designed to be mailed to approximately 4,000 randomly selected households in the city. The survey will provide critical information in determining community values, satisfaction levels, needs and priorities, preferred marketing channels, level of awareness, current usage levels, and demographic information for long-range planning. Residents will be given the option of either completing the mailed survey form or accessing the survey online using an individual passcode (included in the mailed survey) assigned to each household. This technique is frequently used for parks, recreation, and community surveys and is effective in maintaining the random sample while also increasing response opportunities. The online version of the statistically valid survey will be compliant with the Federal Section 508 (and WCAG guidelines) which ensures accessibility by people with disabilities.

SECTION 5 | RESPONSE TEMPLATE | Scope of Work

Questions will be drafted based on collective staff and team input. The survey will be in English and translated into Spanish and made available in all versions for user input. To help improve response rates, the team will work with the city to assist with marketing and creating public awareness of the survey through media and other channels, such as local newspaper, radio, cable TV, city website, and other methods. All respondent comments will be included in the final report. The following tasks summarize major efforts for the survey:

- C.1- Refine survey questions in English and Spanish**
- C.2- Mail surveys randomly to 4,000 residences**
- C.3- Initiate open survey, send announcements, and links**
- C.4- Document survey findings**

TASK D: DEMOGRAPHICS AND TRENDS

KTUA will conduct a comparative analysis using national benchmarks established by the National Recreation and Park Association (NRPA). This analysis will combine the park inventory data with 2020 Census ACS data to compare Moreno Valley to other cities of similar size and demographics. The team will make adjustments to the NRPA benchmarks based on amenities in neighboring cities, community input on desired amenities, current usage, growth projections, and a regional trends analysis. The outcome will help make informed recommendations for the unique needs of Moreno Valley. These efforts will include:

- D.1- Determine existing /future growth areas**
- D.2- Review NRPA/CAPRA benchmarks for trends**
- D.3- Review facilities of similar cities and compare LOS**
- D.4- Suggest new park, amenities and trail standard**

TASK E: EXISTING AND FUTURE FACILITIES - ANALYSIS OF LEVEL OF SERVICE**E.1 Existing conditions of parks, trails, and recreation facilities (as part of Trip 2)**

A comprehensive inventory of parks, recreation, programs, amenities and trail facilities in Moreno Valley will involve a combination of inventory fieldwork and inventory mapping in Geographic Information Systems (GIS).

Park inventory fieldwork: KTUA will conduct a field inventory of all city-owned parks and facilities using Esri Survey123. Output data will be compatible with desktop GIS software. The data collected will include photos of park facilities, and quantitative and qualitative rankings of park amenities. All data will have a geographic reference to facilitate future referencing needs of City staff. This data will inform the population level-of-service for park amenities.

GIS-based inventory mapping: KTUA will conduct a GIS-based inventory of all city-owned parks and facilities using parcel boundary and ownership data provided by the City and recent high-resolution aerial imagery from Nearmap, a subscription imagery service used by KTUA. Using this imagery, distinct use areas will be mapped within each park, such as: sports fields and courts, playgrounds, picnic areas, land-

scaping, trails and paths. This data will inform the population level-of-service and geographic distribution for park resources and current populations. GIS will be used to help supplement existing mapping of existing trails systems and future projects that may be conditioned with trail requirements.

E.2 Community services program review

Matrix Consulting Group will provide a template for the collection of program inventory, and will use the inventories as well as interviews with programming staff, marketing channels, the needs assessment information, applicable trends, and other data sources to analyze the program mix. NRPA and more specifically, CAPRA standards for assessing, recommending and improving recreational programs will be considered as well. This would include economic analysis of fee recover as well as maintenance standards and risk and liability standards for public safety and ADA access. The following subtasks will be completed:

- Identify recreation program providers
- Analyze programs, resources, use levels, and revenues
- Interview program managers (max. of 4 teleconferences)
- Identify program planning and evaluation practices for recreation services and programs

E.3 Proposed needs/demands of parks, trails, recreation facilities, programs (park level-of-service analysis)

KTUA will utilize three metrics of park level-of-service (LOS): Population LOS, Geographic Distribution and Access LOS, and Park Pressure. The 2020 baseline for all three metrics will be calculated using the existing parks and population. The population LOS for a future year will be provided based on the current park system and population projections from a regional authority such as SCAG or WRCOG, with the ability to also provide all three LOS metrics if the location of possible future parks is known.

Population LOS measures two aspects of a park system relative to the city's population. These two aspects are the total park acres and the total number of park amenities, such as playgrounds, picnic tables, fields, and courts. Park-acreage population-LOS is the most commonly utilized metric in park access. For a given jurisdiction or subarea of a jurisdiction, it is expressed as the number of park acres per 1,000 people. Typically, jurisdictions set their goal park-acreage population-LOS in the Open Space or Parks and Recreation element of a General Plan, or in a Parks Master Plan. In built-out urban jurisdictions, the goal park-acreage population-LOS ranges from three to six acres. Jurisdictions have flexibility in calculating how this goal is met. For instance, city park acreage may be supplemented by school facilities through joint-use agreements with school districts that can justify counting school acres toward the goal standard. Similar situations can occur with arrangements with golf courses for residents to walk after-hours, or where homeowners associations welcome the public to use privately-developed park facilities.

The Moreno Valley 2040 General Plan establishes a standard of three acres of parkland for every 1,000 residents. The City currently provides a level of service of 2.66 park acres per 1,000 residents. This LOS is close to the general plan goal and is higher than many Southern California cities. At the

SECTION 5 | RESPONSE TEMPLATE | Scope of Work

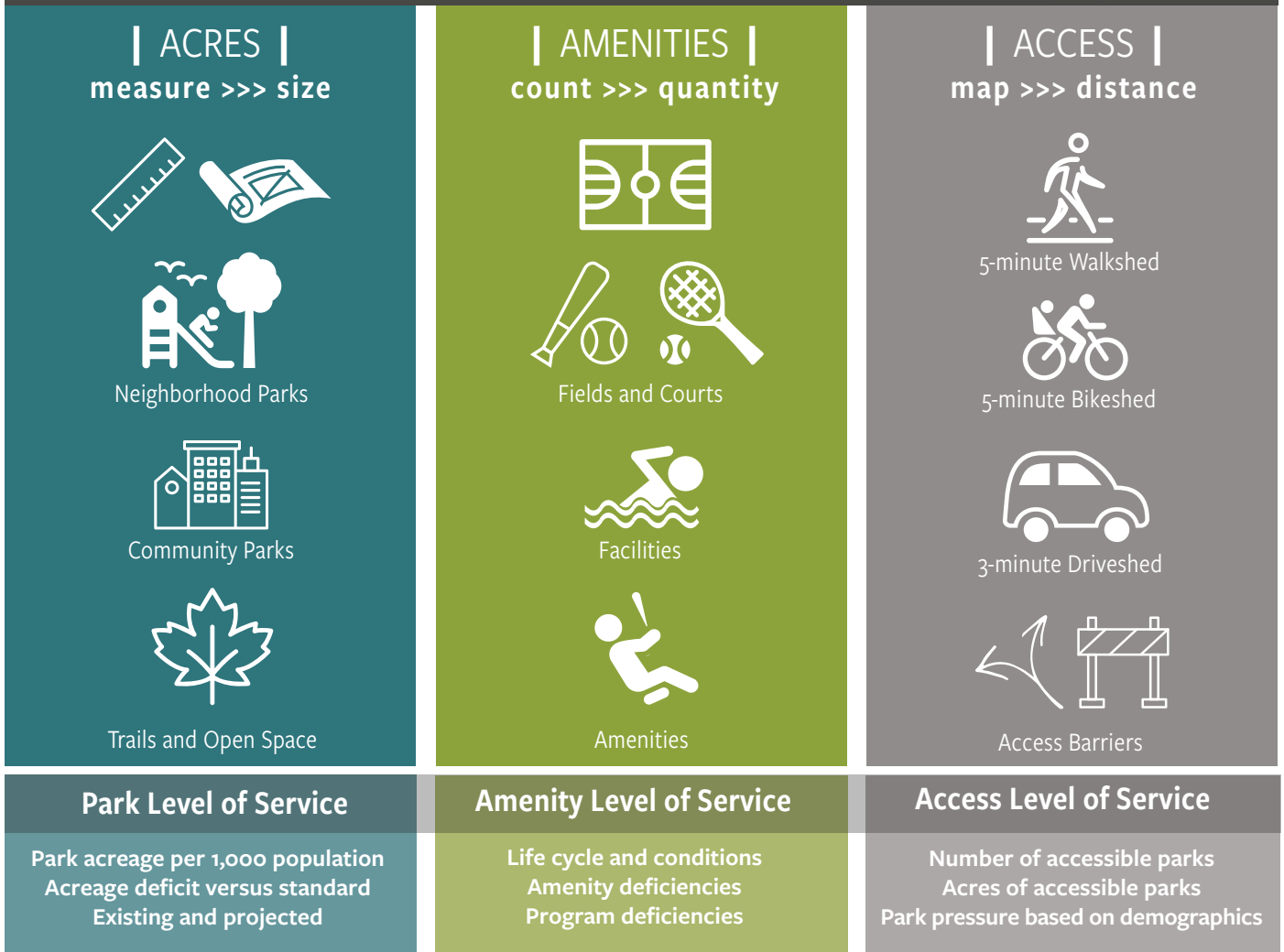
projected buildout population of 252,000 by 2040, the City would require an additional 85 acres of parkland to achieve its LOS goal. The General Plan also notes that nearly all MoVal residents are within three miles of a community park. However, only about twenty-five percent of residents live with a five to ten minute walk of a park.

Population LOS can also be applied to park amenities such as playgrounds, picnic tables, fields, and courts. The National Recreation and Park Association (NRPA) publishes results of an annual nationwide survey that queries parks and recreation agencies for the size, amenities, and maintenance cost of their park systems. These results are provided

for by region for agencies of different sizes and serve as a benchmark for each cross-section. KTUA will utilize these benchmarks as local standards with input from City staff to determine what park amenities are most needed relative to demographic groupings. This process will update current park-amenity population-LOS standards or create standards where none exist.

Geographic level-of-service analysis uses the location of parks and the area that is accessible from parks within a given time using a given travel mode. These areas are known as park travelsheds, or “parksheds.” KTUA analyzes parksheds for walking, bicycling, and driving modes. Specifically,

KTUA PARK LEVEL OF SERVICE ANALYSIS PROCESS



Attachment: KTUA&A_PCS Parks Master Plan Agreement_ Approved as to Form_ Staff Rep (5915 : APPROVE AND EXECUTE CONSULTANT

SECTION 5 | RESPONSE TEMPLATE | Scope of Work

we define park access points that are linked to the transportation network and represent the potentially multiple developed points-of-entry to a park. We develop transportation networks specific to travel modes that differentiate features like cul-de-sac cut-throughs that are traversable by pedestrians but not by vehicles. In this way, we create realistic travelsheds for each park using distances that can be covered by most people, such as a ½ mile travelshed that represents a 10-minute walk at 3 miles-per-hour. The time and speed variables are adjustable based on staff input and can take into account barriers like intersections and highways. The end result of geographic-LOS is a series of parkshed maps that show residential areas with park accessibility, the number of parks accessible, and the number of park acres that are accessible. Additional parkshed maps can be created that show how park accessibility improves when considering joint-use facilities or private facilities or in the extension of access points and linear trail connections that can shorten access time and direct routes to parks, thereby increasing accessibility. Similarly, if there are any parks within one mile of Moreno Valley, they may be considered to refine park pressure in relation to edge-effects of the City boundary.

Park pressure combines population-LOS and geographic-LOS. Park pressure is a spatially-distributed measure of population LOS that calculates the number of park acres per thousand people within a parkshed and compares it to the park and amenity standard goal. In this way, the analysis characterizes areas of the City that either meet, fail to meet, or exceed the population LOS by a range of percentages for different travel modes. This gradation reveals for decision-makers and the public the spectrum of park accessibility in Moreno Valley; not just defining park-poor or park-rich areas but highlighting the areas of greatest need.

Park pressure can also be applied to understanding the potential current level-of-use of park amenities. Using Census data, KTUA can segment the population served by parks into age groups relative to types of park amenities. For instance, a park with a “tot lot” that serves a population with a relatively high percentage of young families within its parkshed may be assumed to have a high level-of-use relative to a park serving a lower percentage of young families. Segmented spatial analysis like this can augment the results of statistically-valid surveys conducted in the community, and inform decisions on how to best improve parks with limited funds.

E.4 Existing conditions summary and analysis

KTUA will summarize the current condition of the park facilities from the park inventory field work, GIS-based inventory mapping, and park level of service analysis. This information will be used to develop a plan and budget for necessary maintenance, repairs, and enhancements in Task F. Matrix will analyze staffing levels and provide recommendations to support this analysis.

E.5 Community and recreation services analysis

Matrix will provide a template for collection of data on community and recreation services throughout the city. In addition, the table will include exploration of potential providers

and partners. The following subtasks will be completed as part of this process:

- Analysis of methods to provide best service and meet community needs with a focus on specialized and underserved populations
- Identify similar communities for benchmarking
- Analysis of services gaps/duplicate services
- Analyze current facility usage policies and fees for consistency, relevance, and effectiveness.
- Identify enhanced services through collaboration

TASK F: RANK AND PRIORITIZE DEMANDS AND OPPORTUNITIES

F.1 Conceptual vision and CIP recommendations

The team will develop a conceptual vision of the parks system and develop CIP recommendations. On a park-by-park basis, a listing of deficiencies that are citywide, neighborhood wide or within the park will be developed. In some cases, community-based parks will look at the needs of the entire city. Neighborhood parks will focus on the needs of the neighborhood for those with easy access or with more difficulty in getting to the site. The needs will be balanced with the capability of the park site to accommodate new uses. It will also take into account the opportunity for new parks in the area or the expansion of collaborative efforts with non-profits, school districts, homeowner associations, and other organizations that may provide recreational opportunities for the community. As part of the community workshops, the prioritization of parks and park facilities to be considered will be vetted. The prioritization methodology will categorize improvement into three tiers:

F.2- Tier 1: Essential improvements focus on deferred maintenance projects and lifecycle replacement of existing amenities within a park utilizing current funding sources.

F.3- Tier 2: Ideal improvements utilize reallocated or new funding sources to implement capital projects that enhance or replace existing park facilities.

F.4- Tier 3: Visionary improvements focus on the complete renovation of existing parks or the development of new parks and/or recreation facilities funding through new or additional revenue sources, including grants, donations, partnerships, or taxes. Initial and refined site plans will be developed as part of this task for five priority park expansions, park infills, or new parks.

- Prepare project descriptions and infill amenity graphics
- Prepare general planning costs for new parkland and trails
- Prepare general planning costs for infill amenity projects

TASK G: ANALYSIS OF PROGRAMS AND SERVICES

G.1 Financial strategy

Conduct review of existing fees and cost recovery Policies:

Matrix will collect basic information from the city including staffing, budget, and current activity guides. The team will review the City’s current Parks and Recreation Fees and evaluate the full cost at each fee level, including level of internal staffing effort.

SECTION 5 | RESPONSE TEMPLATE | Scope of Work

Programmatic full cost analysis: Based upon budgeted expenditures per program, identify the full (direct and indirect) cost associated with each Parks and Recreation activity at the programmatic level (i.e. aquatics, youth sports, rentals, etc.).

Benchmarking: Matrix will conduct a benchmarking analysis of surrounding cities as well as private entities providing similar services for sample fees, to determine the appropriate market rate for services.

Draft analysis: Matrix will develop a draft report that will identify the current fees and programs, current cost recovery, results of the full cost analysis compared to current revenue, and the results of the benchmarking analysis.

Final analysis and presentation: Matrix team will finalize the draft analysis based upon input from City staff and present this to key stakeholders (i.e. Commission and City Council).

G.2 Operations evaluation

The current operational efficiency and organization will be reviewed and a summary of the current conditions affecting City park related operations will be provided including findings, recommendations, and funding mechanisms.

G.3 Maintenance evaluation

The team will perform an evaluation of existing maintenance by scheduling a staff focus group meeting and reviewing the city's maintenance and operations records (5-year timespan). This evaluation will help highlight deficiencies and/or efficiencies in day-to-day operations and will help address any improvements needed in funding, staffing, and equipment.

This effort will review the current maintenance program, discuss organizational resources and funding aspects of the parks maintenance efforts. It will also include an analysis of funding mechanisms for park maintenance. Meetings and site tours will be held with maintenance staff. Strategies on how to improve maintenance at City parks and ensure appropriate staffing allocations will be established to achieve desired goals.

TASK H: PROGRESS REPORTING

H.1 Progress reports and scheduling

A detailed project schedule will be developed for the kick-off meeting. It will maintain flexibility to adapt to unprecedented items such as the COVID-19 pandemic. Progress reports will be included monthly along with team invoices.

TASK I: ACTION PLAN

I.1 Recreation, facilities, trails and service action plan

The recommendations developed in this task will be based on the analysis of the existing recreation programs and services into an action plan. Key priorities will be access and equity in program delivery. Current usage and resident preferences, as well as emerging recreational trends and opportunities will be analyzed to meet future needs. Gaps in programming that may provide opportunities for new programs and services will be identified. Based on this synthesis, recreational programs and services will be prioritized for expansion and/or contraction of services.

- Prepare action plan to enhance the park and trail systems and programs
- Identify areas of need and public interest for new programs
- Analyze and assure equitable program distribution
- Create prioritized list - projects, acquisitions, and services

I.2 Recreation and parks needs assessment and CIP implementation

Strategies, actions, responsibilities, priorities, and timelines for implementation will be developed during this task with a focus on short (5-year), mid (10-year), and long term (15-year) planned improvement of the city's parks and recreation system. Recommendations for operations, staffing, maintenance, capital repair and replacement, development of programming and funding needs, and the identification of possible alternative funding sources will be considered.

- Identify implementation plan for 5-year priority projects
- Identify general schedule for 10-year priority projects
- Identify long-term vision for 15-year priority projects

TASK J: DEVELOPMENT OF FINAL PLANS AND SUPPORTING MATERIALS

J.1 Draft master plan

The draft master plan document will include all of the elements of the project study including any of the options exercised for the contract. The document will be formatted using InDesign with tables, figures, photos, diagrams, maps and text with dividers and a cover. The submittal will include a PDF, as well as a Word document to accommodate staff comments.

J.2 Parks, Recreation and Trails Committee and Planning Commission meetings (Trip 6 and 7)

The KTUA team will present the draft master plan to the Parks, Recreation and Trails Committee and the Planning Commission, providing an analysis of the parks master plan data and summarizing public comments received during the stakeholder meetings and workshops. The Parks, Recreation, and Trails Committee and Planning Commission will be asked to provide comments on the draft master plan and provide direction to the team for the preparation of the final master plan.

J.3 Final master plan

Based on staff and departmental comments, the master plan will be revised to address all comments. A summary sheet of comments will be provided with formal responses and actions taken to resolve each comment. In addition, a Word document will be compared with the draft Word document to highlight changes. A PDF comparison file will also be provided that not only notes text changes, but all graphic and layout changes.

KTUA will package all files for final deliverable in an organized and comprehensive file and folder structure. The package will be complete with all original native files needed to edit and reproduce all final products.

SECTION 5 | RESPONSE TEMPLATE | Schedule

CITY OF MORENO VALLEY PARKS AND RECREATION MASTER PLAN		2022					2023						
		Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
TASK A: PROJECT INITIATION AND MANAGEMENT													
A.1	Project kick-off meeting and site tour with City												
A.2	Existing document and policy review												
A.3	Team teleconferences (6)												
A.4	Quality control												
TASK B: PUBLIC ACCESS													
B.1	Create outreach plan												
B.2	Project publicity												
B.3	Focus group/stakeholder meetings, community workshops												
B.4	Parks, Recreation & Trails Committee meetings/workshops												
B.5	Data consolidations - priorities ranking report												
B.6	Summary of meetings and workshops												
TASK C: STATISTICALLY VALID SURVEY													
C.1	Statistically valid survey												
TASK D: DEMOGRAPHICS AND TRENDS													
D.1	City demographics and future projections												
TASK E: EXISTING AND FUTURE FACILITIES - ANALYSIS OF LEVEL OF SERVICE													
E.1	Existing conditions- parks, trails, and facilities												
E.2	Community services program review												
E.3	Proposed needs/demands												
E.4	Existing conditions summary and analysis												
E.5	Community and recreation services analysis												
TASK F: RANK AND PRIORITIZE DEMANDS AND OPPORTUNITIES													
F.1	Conceptual vision and CIP recommendations												
TASK G: ANALYSIS OF PROGRAMS AND SERVICES													
G.1	Financial strategy												
G.2	Operations evaluation												
G.3	Maintenance evaluation												
TASK H: PROGRESS REPORTING													
H.1	Progress reporting and scheduling												
TASK I: ACTION PLAN													
I.1	Recreation, facilities, trails and service action plan												
I.2	Recreation & park needs assessment & CIP Implementation												
TASK J: DEVELOPMENT OF FINAL PLANS AND SUPPORTING MATERIALS													
J.1	Draft master plan												
J.2	Committee and Commission meetings												
J.3	Final master plan												

Attachment: KTU&A_PCS Parks Master Plan Agreement_ Approved as to Form_ Staff Rep (5915 : APPROVE AND EXECUTE CONSULTANT

SECTION 6

Required Forms

Attachment: KTU&A_PCS Parks Master Plan Agreement_ Approved as to Form_ Staff Rep (5915 : APPROVE AND EXECUTE CONSULTANT



WESTBLUFF PARK

“Westbluff is a great small hangout place whether its with friends or family!! The brand new playground is great for the kids and maybe even the adults as well!”

~ MOVAL Resident Comment

RFP # 2022-065 Professional Services for Parks, Community Services Trails Master Plan

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: **KTU&A**

SIGNATURE: 

PRINT NAME: **Michael Singleton**

TITLE: **Principal**

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:

SECTION 6 | REQUIRED FORMS | Special Provisions Form

RFP # 2022-065 Professional Services for Parks, Community Services Trails Master Plan

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: KTU&A DATE: 6/30/2022

BUSINESS ADDRESS: 3916 Normal Street, San Diego, CA 92103

SIGNATURE OF REPRESENTATIVE:



BY: Michael Singleton TITLE: Authorized Officer: President

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

<u>Mark Carpenter, Secretary/Treasurer</u>	<u>3916 Normal St., San Diego, CA 92103</u>
_____	_____
_____	_____
_____	_____

Attachment: KTU&A_PCS Parks Master Plan Agreement_ Approved as to Form_ Staff Rep (5915 : APPROVE AND EXECUTE CONSULTANT

SECTION 6 | REQUIRED FORMS | Client Reference List

RFP # 2022-065 Professional Services for Parks, Community Services Trails Master Plan

Attachment C: Client References

KTUA

(Bidder's Company Name)

1. Client's Company Name:	City of Ontario
Client Address:	303 East B St., Ontario, CA 91764
Contact's Name:	Nicholas Gonzalez
Contact's Title:	Recreation & Community Services Director
Contact's Telephone & FAX:	909-395-2065, Fax: N/A
Contact's Email:	NicholasG@ontarioca.gov
Scope of Services/Products Provided:	Comprehensive park planning effort that provides a 10-20-year vision for the Recreation and Community Services and Parks Department.
Project Completion Date & Value:	08/2021, \$178,000
2. Client's Company Name:	City of Montebello
Client Address:	1600 W. Beverly Blvd., Montebello, CA 90640
Contact's Name:	Laurie Aguilar
Contact's Title:	Management Analyst
Contact's Telephone & FAX:	323-887-1200 x374
Contact's Email:	LAguilar@cityofmontebello.com
Scope of Services/Products Provided:	Park and facilities master plan that entailed research, analysis, and inventory of the existing parks and facilities to understand the current conditions and lifespan of the City's assets.
Project Completion Date & Value:	\$384,000, 6/2021
3. Client's Company Name:	City of Goleta
Client Address:	130 Cremona Dr., Suite B, Goleta, CA 93117
Contact's Name:	Joanne Plummer
Contact's Title:	Parks & Recreation Manager
Contact's Telephone & FAX:	805-562-5505, Fax: N/A
Contact's Email:	jplummer@cityofgoleta.org
Scope of Services/Products Provided:	Park master plan, Spanish translation, GIS, community outreach, branding, and graphic design
Project Completion Date & Value:	01/2020, \$100,000
4. Client's Company Name:	City of Oceanside
Client Address:	300 North Coast Hwy, Oceanside, CA 92054
Contact's Name:	Megan Crooks
Contact's Title:	Senior Management Analyst
Contact's Telephone & FAX:	760-435-5005, Fax: N/A
Contact's Email:	mcrooks@ci.oceanside.ca.us
Scope of Services/Products Provided:	Park master plan, extensive community outreach, GIS analysis
Project Completion Date & Value:	02/2019, \$187,400

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RFP # 2022-065 Professional Services for Parks, Community Services Trails Master Plan

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 San Diego
(the County of the place of business)

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

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

KTU&A, 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: Michael Singleton
(name of the person signing this form)

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

Notary is required for this bid.

**SEE ATTACHED
NOTARY FORM**

Attachment: KTU&A_PCS Parks Master Plan Agreement_ Approved as to Form_ Staff Rep (5915 : APPROVE AND EXECUTE CONSULTANT

California All-Purpose Acknowledgment

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

State of California
County of San Diego

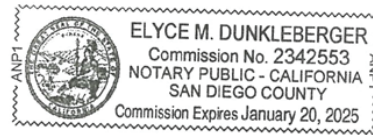
On July 6th, 2022, before me Elyce M. Dunkleberger, Notary Public, personally appeared Michael Singleton
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Elyce M. Dunkleberger
Signature of Notary Public



OPTIONAL

Description of Attached Document

Title or Type of Document Non-Collusion Affidavit
Document Date: 07/06/22 Number of Pages (including this one) _____
Additional Information Attachment D

Capacity(ies) Claimed by Signer

- Individual
- Corporate Officer- Title(s) _____
- Attorney-in-Fact
- Trustee
- Other : Signer Representing _____

Right Thumbprint of Signer 1

Right Thumbprint of Signer 2

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SECTION 7

Work Samples



CELEBRATION PARK

“Well kept park with ample space for small field activities. Always clean and a nice simple run for jogs, walks and occasional rides for the little ones. Playground is gated and so is the water play area.”

~ MOVAL Resident Comment

SECTION 7 | WORK SAMPLES



Riverside County Box Springs Mountain Reserve
<https://tinyurl.com/ybxnwsx9>



Ontario Parks Master Plan
<https://tinyurl.com/yc2acpyf>



San Jacinto Trails Master Plan
<https://tinyurl.com/y46dho3m>



Goleta Parks, Facilities, and Playgrounds Master Plan
<https://tinyurl.com/4fcfu8n7>



Montebello Parks Master Plan
<https://tinyurl.com/4w9esn49>

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AGREEMENT FOR PROFESSIONAL SERVICES
PARKS, COMMUNITY SERVICES, AND TRAILS MASTER PLAN

EXHIBIT B
CITY'S RESPONSIBILITIES

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.

AGREEMENT FOR PROFESSIONAL SERVICES
PARKS, COMMUNITY SERVICES, AND TRAILS MASTER PLAN

EXHIBIT C
TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed **\$240,000**.
2. The Contractor 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: <https://moval.gov/departments/financial-mgmt-svcs/svc-biz-license.html>
3. The Contractor will electronically submit an invoice to the City on a monthly basis 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 since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the Parks & Community Services Department at

patty@moval.org or calls directed to (951) 413-3726.
4. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:
http://www.moval.org/city_hall/forms.shtml#bf
5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or

AGREEMENT FOR PROFESSIONAL SERVICES
PARKS, COMMUNITY SERVICES, AND TRAILS MASTER PLAN

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 Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

SECTION 4

Proposal Costs



CELEBRATION PARK

“Water park ❤️ ... need I say more? Very nice and kept up with almost everything you need to have a good time.

~ MOVAL Resident Comment

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Exhibit B: Pricing

I. Task Rates***

- A. Include tasks required by Specifications and other related tasks to provide a complete proposal for the required services.
- B. Propose Total Hours to complete each task and Total Cost for each task.

LN	Task Rates	Total Hours	Total Cost
1	TASK A PROJECT INITIATION AND MANAGEMENT	86	\$13,970
2	TASK B PUBLIC PROCESS	323	\$45,970
3	TASK C STATISTICALLY VALID SURVEY	65	\$8,915
4	TASK D DEMOGRAPHICS AND TRENDS	24	\$3,290
5	TASK E EXISTING AND FUTURE FACILITIES - ANALYSIS OF LEVEL OF SERVICES	397	\$56,175
6	TASK F RANK AND PRIORITIZE DEMANDS AND OPPORTUNITIES	58	\$7,770
7	TASK G ANALYSIS OF PROGRAMS AND SERVICES	231	\$32,315
8	TASK H PROGRESS REPORTING	16	\$2,520
9	TASK I ACTION PLAN	206	\$27,210
10	TASK J DEVELOPMENT OF FINAL PLANS AND SUPPORTING MATERIALS	176	\$24,170
A	Task Costs	1582	\$222,305

II. Hourly Rates***

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

LN	Standard Personnel Rates	Title of Person Performing Service	Hourly Rate	Total Hours	Total Cost
KTUA					
1	Senior Principal	Principal Planner	\$195	86	\$16,770
4	Associate	Project Manager	\$145	220	\$31,900
4	Associate	Outreach Facilitator	\$145	136	\$19,720
4	Associate	GIS / Mapping	\$135	184	\$24,840
5	Senior Designer/Planner	Park Planners	\$120	461	\$55,320
Matrix Consulting Group					
6	Senior Analyst	Alan Pennington	\$200	102	\$20,400
7	Senior Analyst	Khushboo Hussain	\$185	107	\$19,795
8	Analyst	Matrix Support Staff	\$110	208	\$22,880
RRC					
9	Sean Maher	Project Manager	\$180	30	\$5,400
10	Kailyn Haskovec	Research Analyst	\$110	48	\$5,280
B	Total Personnel Costs			1,582	\$222,305

SECTION 4 | PROPOSAL COSTS | Exhibit B

III Per Diem***

- A. Include all relative non-labor fees for all required services.
- B. Note that rates may not exceed the rates below but may be less.

LN	Fees	Rate
1	N/A	\$0
2		\$0
3		\$0
4		\$0
5		\$0
6		\$0
7		\$0
8		\$0
9		\$0
10		\$0

IV. Reimbursable Expenses***

Specifically describe all expenses for the required services and any related costs; if no cost, please state "Zero"; if at cost, please state "At Cost."

LN	Describe Expense and Related Costs	Total Cost
1	7 Trips for travel at 200 miles round trip @ \$.62.5	\$1,085
2	4 trips would be overnight requiring lodging times 2 people times \$135 hotel & \$50 per diem	\$1,110
3	Workshop materials and supplies	\$500
4	Survey mailings	\$15,000
5		\$0
6		\$0
7		\$0
8		\$0
9		\$0
10		\$0
		\$17,695

***Attach additional sheets as necessary.

GRAND TOTAL		Total Cost
1	Total Personnel Costs	\$222,305
2	Total Expenses and Related Costs	\$17,695
		\$240,000

Attachment: KTU&A_PCS Parks Master Plan Agreement_ Approved as to Form_ Staff Rep (5915 : APPROVE AND EXECUTE CONSULTANT

SECTION 4 | PROPOSAL COSTS | Cost Detail

**CITY OF MORENO VALLEY
PARKS, COMMUNITY SERVICES & TRAILS MASTER PLAN**

KTUA					Matrix			RRC		Totals	
Singleton/ Carpenter	Matt Wilkins	Jacob Leon	Alex Samarin	KTUA Support Staff	Alan Pennington	Khushboo Hussain	Matrix Support Staff	Sean Maher	Kailyn Haskovec		
Principal Planner	Project Manager	Outreach Facilitator	GIS / Mapping	Park Planners	Senior Analyst	Senior Analyst	TBD	Project Manager	Research Analyst		
\$195	\$145	\$145	\$135	\$120	\$200	\$185	\$110	\$180	\$110	Hours	Labor

TASK A | PROJECT INITIATION AND MANAGEMENT

A.1	Project kick-off meeting & site tour with City (Trip 1)		6		6							12	\$1,680
A.2	Existing document and policy review	1	2		2			3	3			11	\$1,910
A.3	Team teleconferences (6)	6	12	6	6			3	6	2	2	43	\$6,880
A.4	Quality control	12	8									20	\$3,500
Total Task A Hours:		19	28	6	14	0		6	9	0	2	2	86
Total Task A Costs:		\$3,705	\$4,060	\$870	\$1,890	\$0		\$1,200	\$1,665	\$0	\$360	\$220	\$13,970

TASK B | PUBLIC PROCESS

B.1	Create outreach plan to for equitable input / bilingual strategies		1	12								13	\$1,885
B.2	Project publicity												
	Develop project branding		1	8		16						25	\$3,225
	Develop and test surveys	2	4	8					8	10		32	\$4,670
	Create project website and update monthly			8		12						20	\$2,600
	Identify incentives/motivation to attend meetings			2		2						4	\$530
	Prepare social media blasts			4		12						16	\$2,020
B.3	Community/Stakeholder Workshops (Trips 2 - 5)												
	Focus Group/Stakeholder meetings (5-meetings Trip 2 overnight)			16				16				32	\$5,280
	Workshop 1: Vision, opps/constraints, exist. conditions (Trip 3)	6	6	20		30						62	\$8,540
	Workshop 2: Workshop 1 input summary & priorities (Trip 4)	6	6	18		20						50	\$7,050
	Workshop 3: Master plan recommendations (Trip 5)	6	6	16		15						43	\$6,160
B.4	Parks, Recreation, Trails Committee meetings (1 teleconference meeting)	6	8									14	\$2,330
B.5	Data consolidations - Priorities Ranking Report			2	2							4	\$560
B.6	Report on citizen and stakeholder workshops			4	4							8	\$1,120
Total Task B Hours:		26	32	118	6	107	0	16	0	8	10	323	
Total Task B Costs:		\$5,070	\$4,640	\$17,110	\$810	\$12,840	\$0	\$2,960	\$0	\$1,440	\$1,100		\$45,970

TASK C | STATISTICALLY VALID SURVEY

C.1	Refine survey questions in English & Spanish	1	2	6						4	8	21	\$2,955
C.2	Mail postcards & surveys randomly to 4,000 residences									2	4	6	\$800
C.3	Post open survey, assist with announcements & distribute links									1	5	6	\$730
C.4	Document survey findings									13	19	32	\$4,430
Total Task C Hours:		1	2	6	0	0	0	0	0	20	36	65	
Total Task C Costs:		\$195	\$290	\$870	\$0	\$0	\$0	\$0	\$0	\$3,600	\$3,960		\$8,915

TASK D | DEMOGRAPHICS AND TRENDS

D.1	Determine existing/future populations and growth areas				4							4	\$540
D.2	Review NRPA/CAPRA benchmarks for trends		2		4							6	\$830
D.3	Review facilities of similar cities and compare LOS		1		2	4						7	\$895
D.4	Suggest new park acreage, amenities and trail standards for the City	1	2		4							7	\$1,025
Total Task D Hours:		1	5	0	14	4	0	0	0	0	0	24	
Total Task D Costs:		\$195	\$725	\$0	\$1,890	\$480	\$0	\$0	\$0	\$0	\$0		\$3,290

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SECTION 4 | PROPOSAL COSTS | Cost Detail

**CITY OF MORENO VALLEY
PARKS, COMMUNITY SERVICES & TRAILS MASTER PLAN**

KTUA					Matrix			RRC		Totals	
Singleton/ Carpenter	Matt Wilkins	Jacob Leon	Alex Samarin	KTUA Support Staff	Alan Pennington	Khushboo Hussain	Matrix Support Staff	Sean Maher	Kailyn Haskovec		
Principal Planner	Project Manager	Outreach Facilitator	GIS / Mapping	Park Planners	Senior Analyst	Senior Analyst	TBD	Project Manager	Research Analyst		

TASK E | EXISTING AND FUTURE FACILITIES - ANALYSIS OF LEVEL OF SERVICES

E.1	Existing conditions of parks, trails, recreation facilities											
	Verify park conditions, sizes & amenities (Trip 2 Overnight)		4		30						34	\$4,180
	Summarize amenities based on age demographics				8						14	\$1,770
	Identify amenity standards based on population	2	4		6						12	\$1,780
	Research and digitize other sources of trails for inventory				4		8				12	\$1,500
	Summarize quantitative/qualitative ranking of amenities				4		4				8	\$1,020
E.2	Community services program review											
	Identify recreation program providers		1			2	8	8			19	\$2,905
	Analyze programs, resources, use levels & revenues		1			2	16	4			23	\$3,945
	Identify best practices for recreation services & programs		1			4	4	8			17	\$2,565
	Interview program managers (4 meetings-teleconference)		6				8	8			22	\$3,230
E.3	Proposed needs/demands of parks, trails, recreation facilities, programs											
	Prepare park classification & city-wide map	1	2		8						11	\$1,565
	Identify LOS acres & amenities for current/future parks		1		8						9	\$1,225
	Identify the parkshed elements (walk, bike & drive routes)		1		4	8					13	\$1,645
	Summarize qualitative ranking of amenities		1		4	4					9	\$1,165
	Prepare parkshed maps & determine populations served		1		4	4					9	\$1,165
	Create population tables using parksheds		1		2	4					7	\$895
	Quantify existing park distribution gaps & park inequities		1		2	6					9	\$1,135
	Quantify future park distribution gaps & changes for equity		1		2	4					7	\$895
	Create scoring for schools, non-profit & non-standard parks	1	1		2	4					8	\$1,090
	Map current/future populations with gaps & strategies		1		4	6					11	\$1,405
E.4	Existing conditions summary and analysis	2	4		8	16					30	\$3,970
E.5	Community and recreation services analysis											
	Community needs analysis for underserved population		1	2	4	4	8	8	12		39	\$5,855
	Analysis of services gaps/duplicate services		1	2	4	4	8	8	12		39	\$5,855
	Identify enhanced services through collaboration		1	2	4	4	8	8	8		35	\$5,415
	Total Task E Hours:	6	35	6	80	118	32	60	60	0	0	397
	Total Task E Costs:	\$1,170	\$5,075	\$870	\$10,800	\$14,160	\$6,400	\$11,100	\$6,600	\$0	\$0	\$56,175

TASK F | RANK AND PRIORITIZE DEMANDS AND OPPORTUNITIES

F.1	Conceptual vision and CIP recommendations	1	8			8					17	\$2,315
F.2	Prepare project descriptions & infill amenity graphics	1	6		4	16					27	\$3,525
F.3	Prepare general planning costs for new parkland	1	2			4					7	\$965
F.4	Prepare general planning costs for infill amenity projects	1	2			4					7	\$965
	Total Task F Hours:	4	18	0	4	32	0	0	0	0	0	58
	Total Task F Costs:	\$780	\$2,610	\$0	\$540	\$3,840	\$0	\$0	\$0	\$0	\$0	\$7,770

TASK G | ANALYSIS OF PROGRAMS AND SERVICES

G.1	Assessment & analysis of the Community Services Department											
	Analyze current level of recreation programs, services, maintenance		1				12	24	32		69	\$10,505
	Programmatic Full Cost Analysis		1				8	32	32		73	\$11,185
	Benchmarking		1				8	8	24		41	\$5,865

SECTION 4 | PROPOSAL COSTS | Cost Detail

CITY OF MORENO VALLEY PARKS, COMMUNITY SERVICES & TRAILS MASTER PLAN		KTUA				Matrix			RRC		Totals		
		Singleton/ Carpenter	Matt Wilkins	Jacob Leon	Alex Samarin	KTUA Support Staff	Alan Pennington	Khushboo Hussain	Matrix Support Staff	Sean Maher	Kailyn Haskovec		
		Principal Planner	Project Manager	Outreach Facilitator	GIS / Mapping	Park Planners	Senior Analyst	Senior Analyst	TBD	Project Manager	Research Analyst		
G.2	Staffing levels												
	Analyze allocations of staff to divisions/programs		1			12	12	24			49	\$7,405	
	Provide budget recommendations for future needs		1			8	8	12			29	\$4,545	
G.3	Duplications/collaborative partnerships												
	Provide recommendations to minimize duplication of services		1			8	16	12			37	\$6,025	
	Provide recommendations for collaborative partnerships		1			8	16	12			37	\$6,025	
Total Task G Hours:		0	7	0	0	64	12	148	0	0	231		
Total Task G Costs:		\$0	\$1,015	\$0	\$0	\$12,800	\$2,220	\$16,280	\$0	\$0		\$32,315	

TASK H PROGRESS REPORTING												
H.1	Progress reports & scheduling	4	12								16	\$2,520
Total Task H Hours:		4	12	0	0	0	0	0	0	0	16	
Total Task H Costs:		\$780	\$1,740	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$2,520

TASK I ACTION PLAN												
I.1	Recreation, facilities & service action plan											
	Prepare action plan to enhance park system and programs	2	8			24					34	\$4,430
	Identify areas of need & public interest for new programs	1	2				4				7	\$1,225
	Analyze & assure equitable program distribution		1		4						5	\$685
	Create prioritized list of projects, acquisitions & services	2	8		8	16					34	\$4,550
I.2	Recreation & Parks Needs Assessment & CIP Implementation											
	Identify implementation plan for 5-year priority projects	2	12			40					54	\$6,930
	Identify general schedule for 10-year priority projects	2	10			30					42	\$5,440
	Identify long-term vision for 20-year priority projects	2	8			20					30	\$3,950
Total Task I Hours:		11	49	0	12	130	0	4	0	0	206	
Total Task I Costs:		\$2,145	\$7,105	\$0	\$1,620	\$15,600	\$0	\$740	\$0	\$0		\$27,210

TASK J DEVELOPMENT OF FINAL PLANS AND SUPPORTING MATERIALS												
J.1	Draft master plan	4	12		30	40		4			90	\$12,110
J.2	Parks, Recreation, Trails Committee, Planning Commission meetings (2 meetings - Trip 6 & 7)	6	10								16	\$2,620
J.3	Final master plan	4	10		24	30		2			70	\$9,440
Total Task J Hours:		14	32	0	54	70	0	6	0	0	176	
Total Task J Costs:		\$2,730	\$4,640	\$0	\$7,290	\$8,400	\$0	\$1,110	\$0	\$0		\$24,170

SUMMARY BASE CONTRACT												
BASE TASK SUMMARY:		KTUA				Matrix			RRC		Totals	
Project Total Base Hours:		86	220	136	184	461	102	107	208	30	48	1,582
Total Base Costs:		\$16,770	\$31,900	\$19,720	\$24,840	\$55,320	\$20,400	\$19,795	\$22,880	\$5,400	\$5,280	\$222,305
		GRAND TOTAL PER FIRM:				\$148,550		\$63,075		\$10,680		\$222,305
					Mail-outs Surveys & Reminders	\$2,021		\$674		\$15,000		\$17,695
Direct Costs (7 trips, 1 overnight for 3 people, 20 documents, 4,000 survey mail outs + reminders)		Travel	Hotel/Per Diem	Materials	\$15,000	\$150,571		\$63,749		\$25,680		\$240,000
					\$17,695	62.74%		26.56%		10.70%		100%

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