

City of Moreno Valley

**AGREEMENT FOR ENGINEERING DESIGN AND ENVIRONMENTAL SERVICES FOR THE PUMP  
TRACK AND SITE IMPROVEMENTS PROJECT NO. 807 0058**

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 **Michael Baker International, Inc.**, a **CORPORATION**, with its principal place of business at **40810 COUNTY CENTER DRIVE, TEMECULA, CA 92591**, hereinafter referred to as the "Vendor," 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 Vendors;
- B. Vendor desires to perform and assume responsibility for the provision of professional **ENGINEERING DESIGN AND ENVIRONMENTAL** contracting services required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing professional **ENGINEERING DESIGN AND ENVIRONMENTAL** contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Vendor to render such services for the **ENGINEERING DESIGN AND ENVIRONMENTAL** 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. **VENDOR INFORMATION:**

Vendor's Name: MICHAEL BAKER INTERNATIONAL, INC.

Address: 40810 COUNTY CENTER DRIVE, SUITE 200

City: TEMECULA State: CA Zip: 92591

Business Phone: 951-506-2057 Fax No: 951-506-2057

Other Contact Number: N/A

Business License Number: \_\_\_\_\_

Federal Tax I.D. Number: \_\_\_\_\_

2. **VENDOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Vendor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- 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 **DECEMBER 19, 2023** to **JUNE 30, 2025** unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Vendor's requests for extensions of time in which to complete the work required. The Vendor shall not be responsible for performance delays caused by others or delays beyond the Vendor's reasonable control (excluding delays caused by non-performance or unjustified delay by Vendor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Vendor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Vendor 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 Vendor or his/her/its employees.
- B. Intent of Parties. Vendor is, and at all times shall be, an independent Vendor and nothing contained herein shall be construed as making the Vendor or any individual whose compensation for services is paid by the Vendor, an agent or employee of the City, or authorizing the Vendor to create or assume any obligation or liability for or on behalf of the City, or entitling the Vendor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Vendor may retain or subcontract for the services of other necessary Vendors with the prior written approval of the City. Payment for such services shall be the responsibility of the Vendor. 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. Vendor 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 Vendor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Vendor 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, Vendor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Vendor 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 the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Vendor at the request of the City. The key personnel for performance of this Agreement are as follows: **WILLIAM POPE**.
- 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"). Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Vendor's Representative. Vendor hereby designates **WILLIAM POPE**, or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor'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 Vendor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Vendor shall be liable for all violations of such laws and regulations in connection with services. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. Vendor 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. Vendor 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. Vendor represents and maintains that it is skilled in the profession

necessary to perform the services. Vendor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Vendor 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 Vendor or its subcontractors who is determined by the City to be 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 Vendor and shall not be re-employed to perform any of the services or to work on the project.

- J. Vendor Indemnification. Vendor 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 Vendor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Vendor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Vendor shall be fully responsible for such coverage. Vendor'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. Vendor shall defend, with counsel of City's choosing and at Vendor'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. Vendor 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. Vendor 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. Vendor 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. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, VENDOR shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- M. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of VENDOR as an independent Vendor of City and agents and employees of VENDOR, and not as agents or employees of City. VENDOR and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.
- N. CalPERS Retiree Disclosure. VENDOR hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for VENDOR who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by VENDOR to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.
- O. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, VENDOR shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either VENDOR or City files an appeal or court challenge, VENDOR and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.
- P. Insurance Requirements. Throughout the life of this AGREEMENT, Vendors shall pay for and maintain in full force and effect all insurance as required.

If at any time during the life of this AGREEMENT or any extension, VENDOR 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 VENDOR 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 VENDOR 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.

The fact that insurance is obtained by VENDOR shall not be deemed to release or diminish the liability of VENDOR, 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 VENDOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of VENDOR, its principals, officers, agents, employees, persons under the supervision of VENDOR, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Upon request of CITY, VENDOR shall immediately furnish CITY with a complete copy of any insurance policy and associated documentation 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

Where determined applicable by the CITY, VENDOR 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.

**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 covering on an "occurrence" basis, 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 State of California, California Labor Code and Employer's Liability Insurance, with Statutory Limits, and

Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

- 4) Professional Liability (Errors and Omissions) insurance appropriate to VENDOR'S profession.

**Minimum Limits of Insurance:**

- a. General Liability Insurance. Without limiting the generality of the forgoing, 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 VENDOR, sub-contractor, or any person acting for the VENDOR or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of this AGREEMENT and any extension thereof in the minimum amounts provided below:
  - \$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
- b. Automobile Liability
  - \$1,000,000 per accident for bodily injury and property damage
- c. Employer's Liability (Worker's Compensation)
  - \$1,000,000 each accident for bodily injury
  - \$1,000,000 disease each employee
  - \$1,000,000 disease policy limit
- d. The Workers' Compensation insurance policy: 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 both the VENDOR and the CITY, HA, and CSD against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the VENDOR in the course of carrying out this AGREEMENT. Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: VENDOR and its insurer shall waive any right of subrogation against City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
- e. Professional Liability (Errors and Omissions): Limits of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- f. Endorsements. Unless otherwise specified hereunder, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A,VII and shall be endorsed with the following specific language:

- The insurer waives all rights of subrogation against the City, its appointed officials, officers, employees or agents.

**Other Insurance Provisions:** The General Liability, Automobile Liability and Workers Compensation insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
- b. 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.

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 the CITY. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, VENDOR shall furnish the 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 the CITY, VENDOR 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 designee.

**Verification of Coverage:** VENDOR shall furnish CITY with all certificates(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or designee prior to CITY'S execution of this AGREEMENT and before work commences. The following applicable endorsements will be required:

1. Additional Insured endorsement for ongoing operations, completed operations and primary & non-contributory endorsement for general liability coverage
  2. Additional Insured endorsement for auto liability coverage
  3. Waiver of Subrogation for workers compensation coverage
- Q. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Vendor 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



Vendor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Vendor in performance of this Agreement. The City and the Vendor 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.

- R. 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.
- S. (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 Vendor. The written notice shall specify the date of termination. Upon receipt of such notice, the Vendor 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 Vendor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Vendor 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 Vendor 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 Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of services under this Agreement. Vendor 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.
- T. Payment. Payments to the Vendor 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 Vendor. Vendor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Vendor shall maintain adequate records to permit inspection and audit of the Vendor's time and materials charges under the

Agreement. Such records shall be retained by the Vendor for three (3) years following completion of the services under the Agreement.

- U. Restrictions on City Employees. The Vendor 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.
- V. 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.
- W. 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:

**Vendor:**

MICHAEL BAKER INTERNATIONAL, INC.  
40810 COUNTY CENTER DRIVE  
TEMECULA, CA 92591  
Attn: WILLIAM POPE

**City:**

City of Moreno Valley  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, CA 92552  
Attn: JEREMY BUBNICK

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.

- X. Time of Essence. Time is of the essence for each and every provision of this Agreement.

Y. City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with this project.

Z. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

AA. 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, 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 VENDOR 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. VENDOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event VENDOR violates or breaches terms of the Agreement.
2. CITY may terminate the Agreement for cause or for convenience, and VENDOR may terminate the Agreement, as provided the General Conditions.
3. VENDOR 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 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 VENDOR.)
4. VENDOR 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. VENDOR 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. VENDOR 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. VENDOR 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. VENDOR 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 Vendor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. VENDOR 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. VENDOR 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. VENDOR 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).

CC. **Authority To Execute.** The representative executing this Agreement on behalf of each party hereby represents and warrants that he or she has full power and authority to execute this Agreement on behalf of such party and that all approvals and other actions necessary in connection with the effective execution by him or her have been obtained and are in full force and effect as of his or her execution hereof.

**SIGNATURE PAGE TO FOLLOW**

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

City of Moreno Valley

MICHAEL BAKER INTERNATIONAL, INC.

BY: \_\_\_\_\_  
Mike Lee, Executive Director

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

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

\_\_\_\_\_  
Date

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

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

**INTERNAL USE ONLY**

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
*Steven Quintanilla*  
City Attorney

\_\_\_\_\_  
12/01/2023  
Date

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Jeremy Bubnick, Parks & Community Services Dir.

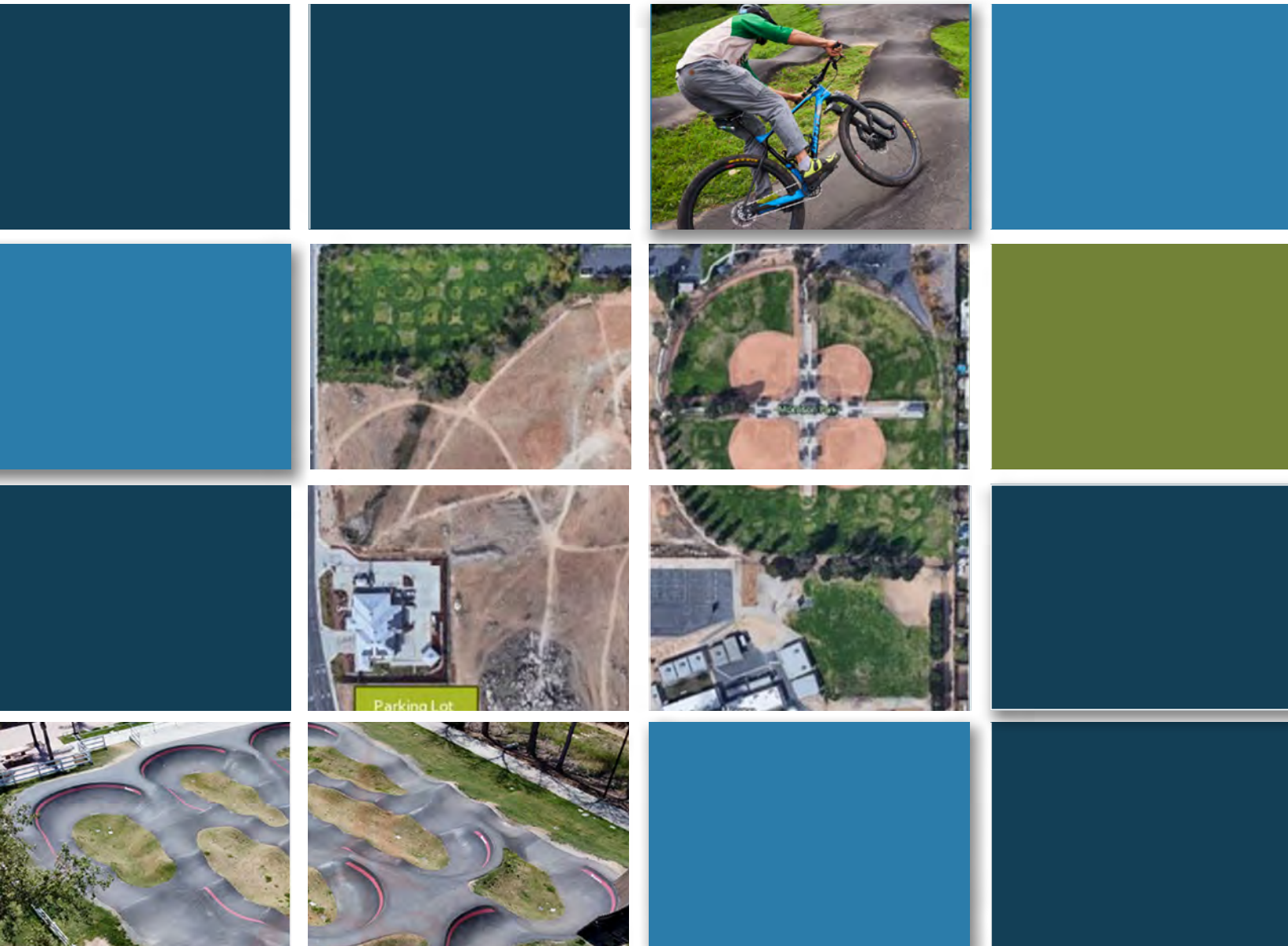
\_\_\_\_\_  
Date

EXHIBIT A

VENDOR SCOPE OF SERVICES

# Pump Track and Site Improvements

Project 801 0058, RFP 2023-031



November 21, 2023

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92552

Re: **Proposal for 2023-031, Pump Track and Site Improvements  
Project 801 0058**

The City of Moreno Valley (City) is expanding Morrison Park and incorporating a new asphalt pump track on vacant City property. Michael Baker International, Inc. (Michael Baker) takes immense pride in providing needed services to our local municipalities. We are excited to provide this scope and fee to provide professional engineering design and environmental services for this project.

The project design will be facilitated under the direction of **Mr. William Pope**. Mr. Pope brings 30 years of both public and private experience in development and expansion of infrastructure. Serving as Project Manager, **Mr. Chad Adachi, PE**, brings 7 years of engineering experience. The team, as identified in the organizational chart, has worked on numerous land development and infrastructure expansion projects throughout the Inland Empire.

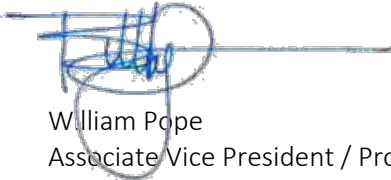
Michael Baker will complete the tasks outlined herein for the total fee on the attached Task/Hour breakdown invoiced monthly on a percent complete basis. This proposal will remain valid for a period of 60 days from the date of submittal. We appreciate the opportunity to propose on this project and look forward to supporting the City on this. Please contact me at (951) 506-2057 or Chad.Adachi@mbakerintl.com if you have any questions.

Sincerely,

MICHAEL BAKER INTERNATIONAL

*Chad Adachi*

Chad Adachi, PE  
Project Manager



William Pope  
Associate Vice President / Project Director

**PRIMARY CONTACT INFORMATION**

**Firm Name:**  
Michael Baker International

**Address:**  
40810 County Center Drive  
Suite 200,  
Temecula, CA 92591

**Contact:**  
Chad Adachi, PE

**Phone:**  
(951) 506-2057

**Email:**  
Chad.Adachi@mbakerintl.com

**Table of Contents**

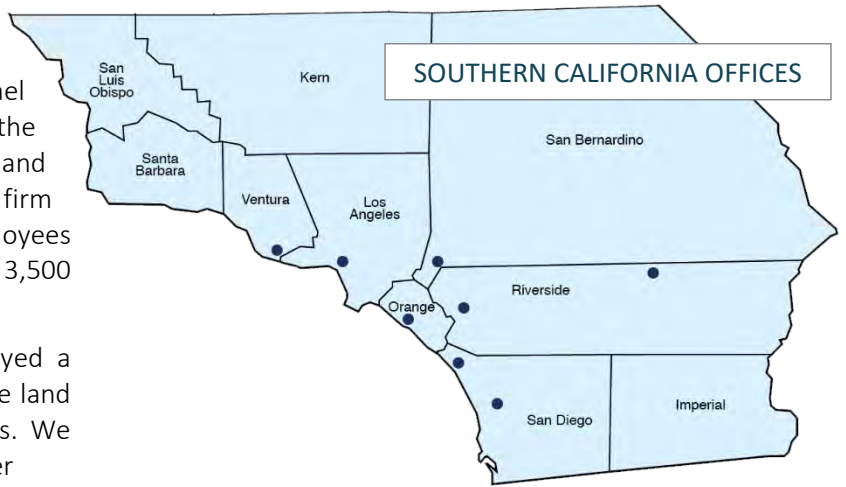
<b>1. Executive Summary</b> .....	<b>2</b>	Organization Chart .....	16
<b>2. Technical Proposal</b> .....	<b>3</b>	Personnel Qualifications Matrix.....	17
Project Approach and Understanding.....	3	<b>4. Required Statements</b> .....	<b>18</b>
Detailed Work Plan and Deliverables.....	3	<b>5. Required Forms</b> .....	<i>Submitted Individually</i>
Quality Assurance / Quality Control.....	13	<b>6. Cost Proposal</b> .....	<i>Submitted Individually</i>
Related Experience.....	13	<b>Appendix</b> .....	<b>19</b>
Resource Allocation Matrix .....	15	Additions or Exceptions to City's Request for Proposal .....	19
<b>3. Proposed Staff/Team</b> .....	<b>16</b>	Key Team Resumes .....	22
Project Team Introduction .....	16		



# 1. EXECUTIVE SUMMARY

Michael Baker International (Michael Baker) offers clients an integrated team of professionals well versed in land development engineering. Michael Baker is also a recognized leader in providing the practical aspects of operating and maintaining safe and efficient infrastructure for the clients we serve. The firm maintains a professional staff of over 550 employees located in 11 offices throughout California and over 3,500 employees nationwide.

Within the Inland Empire, Michael Baker has played a significant role in the development of the expansive land development network for more than two decades. We have recently or are currently supporting many other



### Types of Services Offered

- Planning / Environmental
- Civil Engineering
- Traffic / Transportation
- Land Development
- Water Resources
- Survey
- Construction Management / Inspection

### Year Founded

1940

### Form of Organization

Corporation

### Contact

Chad Adachi, PE  
 Project Manager  
 951-506-2057  
 Chad.Adachi@mbakerintl.com

### Authorized Signer

William Pope  
 Associate Vice President  
 760-776-6131  
 billpope@mbakerintl.com

public agencies with similar engineering services, including the cities of Chino Hills, Yucaipa, Eastvale, Claremont, Indian Wells, Palm Desert, Rancho Mirage, and Coachella, Rancho Cucamonga as well as Riverside County Transportation Department, and San Bernardino County Public Works. Michael Baker possesses the full range of disciplines necessary to provide turnkey services and continue to meet City needs. Our understanding of local, county, and state procedures will benefit the City by ensuring projects are completed on time and within budget as demonstrated with aforementioned task orders.

Michael Baker works collaboratively with clients, regulatory agencies, and the public to deliver solutions that reduce congestion and enhance the quality of life for local communities. We accomplish this by assigning strong project and task managers who are excellent leaders and technical experts. We also maintain leadership continuity throughout the life of a project, stay abreast of client objectives through active involvement in the industry, and maintain comprehensive internal leadership and technical training programs.

Michael Baker is a strong, financially secure firm and does not have any bankruptcies, pending litigation, planned office closures or impending mergers that may impede our ability to complete projects resulting from this solicitation.

## 2. TECHNICAL PROPOSAL

### Project Approach and Understanding

**Michael Baker International, Inc.** has provided professional engineering design and environmental services to agencies for over 30+ years. Our design services include conceptual, preliminary, and final design plans and estimates for site civil precise grading. These same services will be used for the Pump Track and Site Improvements.

Currently, the proposed location for the asphalt pump track and associated site improvements is a vacant City Lot on the northeast corner of Morrison Street and Cottonwood Avenue as part of the phase 1 of Morrison Park Expansion. The asphalt pump track and associated site improvements will include an Asphalt Pump Track (Conceptual design to be provided by City), Commercial Driveway, Parking Lot with 40-50 Parking Spaces, Pre-Fabricated Restroom (4 Stalls Total) with Drinking Fountain, Site Lighting, Site Furnishings, Site Drainage Improvements, and an Asphalt Trail connecting new site to existing Morrison Park Parking Lot.



### Detailed Work Plan and Deliverables

#### TASK 1 PROJECT KICK-OFF MEETING

Michael Baker’s design team shall meet with City staff virtually to review the parameters and goals for the pump track design and obtain any data or information that may be needed. Michael Baker will prepare the agenda for the meeting and compile notes of the meeting to document decisions made.

#### TASK 2 TOPOGRAPHIC AND MAPPING SURVEY, GEOTECHNICAL SERVICES, CEQA SERVICES, AND STORMWATER

##### **Task 2.1 Aerial Topographic Mapping and Record Data Map Preparation**

Michael Baker shall prepare an Aerial Topographic Map of the project site, at a scale of 1"=40', with one-foot contour intervals. The work shall include:

- Preparation of a flight plan and layout of ground control targets.
- Field surveying services to set ground control panels and survey their precise positions on the appropriate coordinate system basis.
- Aerial photogrammetric and aero triangulation services.

- Compilation of planimetric and topographic features to digital medium.
- Perform field survey check profile observations and office analysis of said observations to check ground truth of the compiled map within accepted standards.

In order to include and plot the record position of the project boundary in approximate orientation with a specific coordinate system, compiled aerial topographic base data or other overlay features, Consultant shall perform the following tasks:

- Michael Baker shall perform research of the available public records via on-line services to obtain maps and other items that affect the boundary location of the property;
- Baker shall prepare a preliminary record data map to be used by the field survey crew to search for a sampling of boundary monuments;
- Baker shall perform a field survey of said monuments in order to establish orientation of the record survey data in relation to the coordinate system used in the topographic mapping;
- Baker shall plot the record boundary lines on the aerial base map, with the understanding of the Client that said record boundary is NOT the result of a

comprehensive boundary survey and analysis, and that it's orientation may disagree from the position determined by a full boundary survey and analysis;

- The budget for this scope of work is based upon an assumption that adequate and accessible boundary monumentation exists in the immediate project vicinity to control this record data survey.

Any cost associated with the preparation and processing of a Record of Survey Map, if one becomes necessary as a legal requirement, shall be covered by Client.

## Task 2.2 Geotechnical Services

### Limited Geotechnical Services

For the purpose of design support, Leighton proposed to provide the following subtasks:

- Review available information relative to this project site including published geologic maps and any provided site-specific geologic reports.
- Site reconnaissance and visual observations of current surface conditions to evaluate any potential localized settlement and surface distresses.
- Perform 3 to 4 in-situ density tests to evaluate relative compaction of existing surface soils conditions of the site. In-situ and disturbed soil samples will be collected during drilling and those samples will be transported to our laboratory for testing.

Leighton will conduct geotechnical testing on the sampled soils in our laboratory, for soil classification and to evaluate the engineering properties. This testing is anticipated to include 1) in-situ moisture contents and dry densities, 2) maximum dry density and optimum moisture content, 3) Expansion Index (EI), 4) R-value for pavement design and 5) particle size/sieve analysis, if warranted.

This task will involve engineering review and analysis of the collected data. The results of Leighton's review will be presented in a geotechnical exploration report that will include all laboratory test results and will be signed and stamped by a California licensed Professional Engineer. A draft report and one review iteration is included in our fee.

### Observation and Testing Services During Construction

Proposed scope for observation and testing during construction will include the following tasks:

- Attendance at a pre-construction onsite meeting, if requested.
- Field observation and compaction testing performed by Leighton's Soil/Field Technician on a part-time

and/or as-needed basis. Leighton anticipates that field observation and compaction testing will be required for subgrade preparation, aggregate base, and AC placement.

- Laboratory testing of subgrade soils and aggregate base for maximum density, as well as asphalt conformance testing. Leighton assumes no field or lab testing of concrete.
- Office project management and quality control of field and laboratory testing.
- A final summary compaction report documenting the earthwork performed based upon the projects plans and specifications, if needed.

### Geotechnical Schedule

Assuming we have unhindered access to the site for our reconnaissance and exploration, our geotechnical report can be submitted within about 2 to 3 weeks from completion of fieldwork or 4 to 5 weeks from your Notice-To-Proceed (NTP). The proposed services outlined above under Limited Geotechnical Services Task will be performed for a fixed fee. Our services during construction will be perform on a Time-and-Expense basis.

### Additional Services

If additional field or laboratory services are required, these services will be provided in accordance with Leighton's Amended Professional Fee Schedule. For the purpose of budget control and time schedule, the following is assumed:

- No inclement weather or environmental issues are to preclude drilling.
- This project is subject to the Prevailing Wage Law.
- Field investigation can be performed during normal weekday daylight-hours and Leighton will have legal and unhindered access to the site.
- Responding to County/City review comments, if any, or geotechnical testing and observation during construction will be performed for extra charges. No meetings included in this scope or fee.

## Task 2.3 CEQA Services

### Proposed Scope of Work

Our approach to preparing the California Environmental Quality Act (CEQA) documentation for the proposed project is to first and foremost work collaboratively with the City of Moreno Valley to prepare documentation that satisfies CEQA requirements and is legally defensible, assists the City in the decision-making process, and meets

the City's needs in terms of schedule and budget by following an efficient and effective project delivery process. To accomplish these objectives, our approach is founded on the following principles:

- Conduct a technically adequate, complete, and defensible environmental analysis.
- Create a reader friendly CEQA document that utilizes a combination of narrative, tables, and exhibits to help the reader understand the environmental consequences of the project.
- Establish and achieve a milestone/critical path project schedule.

Based on our understanding of the project, existing conditions, and previous projects under review by the City, including the MoVal 2040 General Plan Environmental Impact Report (EIR), the project may qualify for a Categorical Exemption under CEQA. Our proposed scope of work includes the preparation of a CEQA Exemption and supporting technical studies as backup documentation to support the necessary discretionary approvals by the City for the proposed development. Should a higher-level CEQA document be deemed necessary, we would work with the City to seek a mutually agreeable scope, schedule, and budget augmentation. The Environmental Scope of Work is described in detail below.

### Project Kickoff

After issuance of the Notice to Proceed, Michael Baker will coordinate with the City and project team to obtain all site plans, specifications, existing environmental documents, existing permits, and existing technical reports related to the project and nearby areas. All existing documentation and background materials, including the City's MoVal 2040 General Plan EIR, will be reviewed by Michael Baker.

Deliverables: Data needs list (electronic)

### Notice of Exemption and Backup Documentation Memorandum

Section 21084 of the Public Resources Code requires the CEQA Guidelines to include a listing of types of projects that are determined not to have a significant effect on the environment and which, therefore, are exempt from CEQA clearance. Sections 15301 through 15333 of the CEQA Guidelines describes the 33 classes of projects, also known as Categorical Exemptions. The project could qualify for a CEQA exemption under CEQA Guidelines Section 15332 for In-Fill Development Projects (Class 32 Exemption). As defined by CEQA Guidelines Section 15332, Class 32 in-fill

development projects are characterized by the following criteria:

- The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- The project site has no value as habitat for endangered, rare, or threatened species.
- Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- The site can be adequately served by all required utilities and public services.

Michael Baker will prepare the Notice of Exemption (NOE) form and the Backup Documentation for the NOE which includes the technical analyses described under Task 3 to support our findings. Two rounds of comment are assumed as part of this scope of work.

**NOE Form:** The NOE would include a brief description of the project, the location of the project, a finding that the project is exempt from CEQA, including a citation to the State Guidelines section(s) or statute(s) under which it is found to be exempt, and a brief statement of reasons to support the finding (with reference to the backup documentation) pursuant to CEQA Guidelines Section 15062.

**Backup Documentation for the NOE:** The backup documentation memorandum for the NOE would include a description of the project and project background, a discussion of the CEQA Regulatory Setting and exemption criteria, an Environmental Review to assess the potential for the proposed project to result in environmental effects and whether the proposed project qualifies for a Categorical Exemption, and Findings and Conclusion.

Michael Baker will provide an administrative draft of the NOE Form and backup documentation memorandum to the City for review and will discuss any relevant issues or concerns. One administrative draft of the NOE Form and backup documentation memorandum will be submitted electronically (in Word format) to the City for review and comment. Michael Baker will make any revisions to the documents based on comments or suggestions received from the City. Michael Baker will finalize the NOE Form and backup documentation memorandum and submit to the

City for approval. Michael Baker assumes the City will file the NOE with the County Clerk or the Office of Planning and Research once the project has been approved. Pursuant to CEQA Guidelines Section 15062, the filing of the NOE starts a 35-day statute of limitations period on legal challenges to the agency's decision that the project is exempt from CEQA. If the NOE is not filed, a 180-day statute of limitations will apply. Additionally, per CEQA Guidelines Section 15300, projects declared to be categorically exempt are exempt from the provisions of CEQA; therefore, this document will not be circulated for public review and no public meetings will occur.

Deliverables:

- Administrative Draft NOE Form and backup documentation memorandum (electronic)
- Draft NOE Form and backup documentation memorandum, incorporating the City's comments (electronic)
- Final NOE Form and backup documentation memorandum (electronic)

**Technical Analyses to Support NOE Backup Documentation**

To ensure the project meets the criteria of CEQA Guidelines Section 15332 Class 32 Categorical Exemption In-Fill Development Projects, Michael Baker will prepare technical analyses for air quality, greenhouse gas (GHG) emissions, noise, habitat and Multiple Species Habitat Conservation Plan (MSHCP) consistency, cultural resources, and vehicle miles traveled (VMT) screening analysis to appropriately demonstrate that the project satisfies the exemption criteria that the project would not result in any significant effects relating to traffic, noise, air quality, or has no value as habitat for endangered, rare or threatened species. Based on our understanding of the project and the applicable CEQA exemptions, we assume that no other technical analyses will be needed for this project. Should the City require additional technical analyses, a scope of work and budget augmentation would be required. One round of comment is assumed for the technical analyses, which would be included in the review of the backup documentation memorandum described in Task 2.

**Subtask: Air Quality and Greenhouse Gas Emissions Assessment**

ECORP Consulting, Inc. (ECORP), as a subconsultant to Michael Baker, will conduct technical investigations to evaluate the project's potential impacts related to air

quality and GHG emissions. The assessment of air quality and GHG emissions will quantify short-term (i.e., construction) and long-term (i.e., operational) emissions generated by the proposed project using the most recent version of the California Emissions Estimator Model (CalEEMod) software. CalEEMod is a statewide land use emissions computer model designed to quantify pollutant emissions associated with a variety of land use projects. Project criteria air pollutant and GHG emissions will be compared to the thresholds of significance promulgated by the South Coast Air Quality Management District (SCAQMD), including SCAQMD's recommended Localized Significance Thresholds (LSTs). LSTs were developed in response to SCAQMD Governing Boards' Environmental Justice Enhancement Initiative (I-4). The project's contribution of GHG emissions will also be compared to the City of Moreno Valley Energy Efficiency and Climate Action Strategy and associated City of Moreno Valley Greenhouse Gas Analysis, which promulgates GHG-reduction measures.

ECORP will document potential air quality and GHG emission-related impacts in a technical report. The analysis will be supported by modeling documentation, which would be included as an appendix to the technical report.

**Subtask: Noise Analysis**

ECORP, as a subconsultant to Michael Baker, will conduct technical investigations to evaluate the project's potential impacts related to noise. The applicable noise criteria for the project area will be reviewed and discussed for land uses adjacent to and nearby the project site as they will be the basis for the project impact determination and whether mitigation is necessary. In order to establish the existing ambient noise levels currently experienced at and around the project site, ECORP will conduct up to three (3) short-term (15 minutes) measurements in the project vicinity.

Construction would occur during implementation of the proposed project. Noise levels from construction sources will be analyzed using the Federal Highway Administration Roadway Construction Noise Model and based on the anticipated equipment to be used. In order to evaluate the potential health-related effects (physical damage to the ear) from construction noise, construction noise will be evaluated in terms of hourly equivalent continuous noise levels (Leq) and the frequency of occurrence at the nearby receptors (Valley View High School and residences). In addition to construction noise, an analysis of vibration

impacts will be prepared based on the California Department of Transportation's vibration analysis guidance.

The evaluation of the project's contribution to noise increases over existing conditions will be addressed. The predominate source of onsite noise would include activities associated with the pump track and standard parking lot noise. The analysis of onsite noise will rely on the SoundPLAN 3D noise model, which will be used to calculate the propagation/spread of onsite project noise levels from onsite Project operations. The SoundPLAN 3D noise model predicts noise levels based on the location, noise level, and frequency spectra of the noise sources as well as the geometry and reflective properties of the local terrain, buildings, and barriers. A noise contour graphic will be prepared to depict the noise levels at the surrounding receptors. The modeling results and noise contour graphics will be discussed and summarized in the analysis. The project also has the potential to increase off-site traffic noise. According to the 2020 Caltrans Technical Noise Supplement to the Traffic Noise Analysis Protocol, doubling of traffic on a roadway is required in order to increase noise to a perceptible level for humans. In the case that traffic is predicted to double the amount of existing traffic on vicinity roadways, off-site mobile source noise impacts from vehicular traffic will be assessed using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108). Otherwise, off-site traffic noise will be addressed qualitatively.

ECORP will document potential noise impacts in a technical report. Where appropriate, the analysis would be supported by modeling documentation, which would be included as an appendix to the report.

#### **Subtask: Habitat Assessment and MSHCP Consistency Analysis**

Michael Baker will conduct a database search of the California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database, the California Native Plant Society (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California listings, and the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation online system and Critical Habitat mapper to preliminarily identify any special-status biological resources known to occur within the general vicinity of the project site. A review of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) will be conducted for implications on the

proposed project. In addition, Michael Baker will review the 2040 MoVal General Plan EIR, the U.S. Department of Agriculture/Natural Resources Conservation Service Soil Survey, as well as historic/current aerial photographs and topographic maps, to further assess current conditions and any ecological changes that the project site has undergone.

Following the literature review, Michael Baker will conduct a field survey of the project site to document baseline biological conditions from which to evaluate the site's potential to support special-status plant and wildlife species, including habitats covered under the MSHCP (e.g., vernal pools, riparian/riverine habitat). The field survey will be conducted by a qualified biologist(s) to document the presence/absence of special-status biological resources, or to determine the potential for occurrence of such resources that may not be detectable when the literature review is conducted. Notes will be taken on all plant and wildlife species observed on-site during the field survey. In addition, the location of any special-status plant and wildlife species and special-status vegetation communities will be mapped, if present on-site. Vegetation communities occurring within the project site will be classified in accordance with the vegetation descriptions provide in the MSHCP and cross-referenced with A Manual of California Vegetation (Sawyer et al. 2009). Data collected during the field survey will provide an overall understanding of the project setting and biological resources potentially occurring in the area.

Michael Baker will then prepare a technical letter report to summarize the information and results obtained during the literature review and field survey, document all plant, wildlife, and vegetation communities observed, and determine the potential for any special-status species to occur on or within the vicinity of the project site. In addition, the report will provide an analysis of anticipated project-related impacts to biological resources and identify any additional biological surveys, recommendations, and/or permit requirements that may be required prior to implementation of the proposed project. Further, the report will document compliance with the MSHCP and identify potential impacts to MSHCP covered species, habitats (e.g., vernal pools, riparian/riverine habitat), and conservation areas. The final report will be sufficient to make the appropriate consistency determination to demonstrate compliance with CEQA and the MSHCP. Site photographs taken during the field survey and Geographic Information Systems

figures will be included in the report to further enhance written text and visually identify specific biological information as it relates to the project site.

This task assumes one (1) field survey will be conducted and that the City of Moreno Valley will provide full access to the project site, as well as keys to locked gates and advance notice to existing property tenants of our right of entry. This task excludes focused surveys for special-status plant and wildlife species and the preparation of a Determination of Biologically Equivalent or Superior Preservation (DBESP) Report. Additionally, based on a preliminary review of the project site, aquatic features potentially falling under federal, or State jurisdiction do not appear to occur on-site; therefore, this task does not include preparation of a formal jurisdictional delineation report.

#### **Subtask: Cultural Resources Investigation**

Michael Baker will complete a cultural resources records search of the project site with a ½-mile search radius at the Eastern Information Center; literature, historic map, and aerial photo review; archaeological survey; and archaeological sensitivity analysis of the project area. The intent of the cultural resources identification efforts is to determine if there are historical resources, as defined in Section 15064.5(a) of CEQA, within the project area. The findings of the cultural resource’s identification efforts will be summarized in a memo intended to satisfy the terms of a CEQA exemption.

Michael Baker will prepare a cultural resources technical memo describing the project site, methods and results of the cultural resources identification efforts, and recommendations, as applicable. Further studies may be recommended if cultural resources are identified. It is assumed that the results of the cultural resources identification effort will be negative, and thus, no resources will require an evaluation for listing in the California Register of Historic Resources. Finally, it is assumed that the project will be exempt from CEQA, so no Assembly Bill 52 consultation or other Native American outreach will be required.

#### **Subtask: VMT Screening Analysis**

Michael Baker will conduct a VMT screening analysis for the proposed project consistent with the City of Moreno Valley’s Transportation Impact Analysis Preparation Guide for Vehicle Miles Traveled and Level of Service Assessment dated June 2020. An evaluation of project size, project

type, and project location will be conducted to evaluate if the project meets any of the screening criteria. Michael Baker anticipates that the project will be exempt from a full VMT assessment based on an initial review of the screening criteria and therefore a VMT calculation is not anticipated.

Michael Baker will document the full VMT screening analysis to determine if the project can be presumed to have a less-than-significant transportation impact based on project size, location, or type in support of the CEQA analysis. The screening criteria identified in the City guidelines will be utilized, specifically Transit Priority Area, Low VMT Area, and Project Type. As part of this analysis, Michael Baker will calculate the trip generation estimate for the project.

If the project meets one or more of the screening criteria, the project can be presumed to have a less-than-significant transportation impact and a full VMT assessment and calculation would not be required and the VMT Screening Memorandum would be sufficient for CEQA analysis purposes. It is anticipated that the project will screen out of the full VMT analysis based on the Project Type Screening criteria (i.e., Local Park). In the event that the project does not screen out, Michael Baker will prepare a full VMT assessment under a separate scope of work and fee if requested by the City.

The VMT screening process, assumptions, and findings along with appropriate exhibits and maps will be summarized in a technical memorandum.

#### Deliverables:

- Air Quality and GHG Emissions Assessment Report included in the backup documentation memorandum with data modeling sheets attached (electronic)
- Noise Impact Assessment Report included in the backup documentation memorandum with data modeling sheets attached (electronic)
- Habitat Assessment and MSHCP Consistency Analysis Technical Letter Report included in the backup documentation memorandum (electronic)
- Cultural Resources Technical Memorandum included in the backup documentation memorandum (electronic)
- VMT Technical Memorandum included in the backup documentation memorandum (electronic)

**Project Management and Meetings**

In addition to the kickoff meeting, coordination meetings may be conducted to review the City’s comments on administrative draft documents and in preparation for public hearings. We have budgeted for two coordination meetings (in addition to the kickoff meeting) with the City. Additional management activities include monitoring the project schedule and budget, ensuring critical timeline milestones are met, and providing quality control review of all completed work products.

**Schedule**

Michael Baker is available to start work immediately after issuance of the Notice to Proceed for the project. Our proposed schedule below shows the major project milestones and outlines the approach to complete the NOE, backup documentation memorandum, and supporting technical analyses in approximately 15 weeks. During the kickoff meeting, we will work with the City to update the schedule as necessary, review milestones and expectations for deliverables, and discuss any “critical path” items and information needs critical to the schedule.

**Task 2.4 Stormwater**

**Preliminary Water Quality Management Plan**

Michael Baker will prepare a Preliminary Water Quality Management Plan (WQMP) for the Project in accordance with the Guidance Document for the Santa Ana Region of Riverside County. The development qualifies as a Priority Development Project which requires preparation, approval, and implementation of a compliant Project Specific WQMP. The Pump Track and Site Improvements propose a parking lot with 40-50 parking spaces which will place the Project under the category of ‘Parking Lots’ which is defined as 5,000 square feet or more exposed to stormwater. Another category that may apply to the Project is ‘New Development Projects’ which is applicable to new developments that create 10,000 square feet or more of impervious surface. A Preliminary WQMP document will be developed and prepared using the Santa Ana Watershed WQMP template and will include post-construction Best Management Practices (BMPs) applicable to the project that will be implemented to reduce and/or eliminate the discharge of pollutants from the completed project into the storm drain system to help protect receiving waters. The various BMP selections and sizing where applicable will be performed for the development. Preliminary design of BMPs will be prepared

sufficient for cost estimating and BMP footprint determination.

Deliverables: PDF of Preliminary WQMP

**Preliminary Hydrology and Hydraulics Report**

Michael Baker will prepare a Preliminary Hydrology Report for the Project in accordance with the requirements of the City of Moreno Valley and the Riverside County Flood Control and Water Conservation District (RCFC&WCD), based on the Preliminary Grading Plan, for submittal to the City. As part of this task the necessary calculations will be performed in accordance with the RCFC&WCD Hydrology Manual to show the flood protection criteria is met on a preliminary level.

Deliverables: PDF of Preliminary Hydrology and Hydraulics Report

**Final Water Quality Management Plan**

Michael Baker will prepare a Final WQMP based on the Final Site Plan, Grading and Drainage Plan, and Hydrology and Hydraulics Report. The Final WQMP shall be processed through the City of Moreno Valley for final approval and will include all necessary components for approval including certifications and agreements.

Task/Milestones	Duration (Weeks)	Timeline
Project Kickoff	1	Week 1
Michael Baker Prepares Administrative Draft NOE/Backup Documentation including technical analyses (AQ/GHG, Noise, Habitat/MSHCP, Cultural, VMT)	8	Weeks 2-9
City Reviews Administrative Draft NOE/Backup Documentation	2	Weeks 10-11
Michael Baker Prepares Revised NOE/Backup Documentation for City Review	1	Week 12
City Reviews Revised Addendum	1	Week 13
Michael Baker Prepares Final NOE/Backup Documentation for City Approval	1	Week 14
City Files NOE following Approval of Final NOE/Backup Documentation	1	Week 15

Deliverables: pdf of Final WQMP

**Final Hydrology and Hydraulics Report**

Michael Baker will prepare a Final Hydrology & Hydraulics Report for the development in accordance with the requirements of the City of Moreno Valley and the RCFC&WCD, the Precise Grading Plan, and the approved Preliminary Hydrology Report. This report will finalize the determined on-site stormwater runoff calculations and the



drainage facilities necessary to accommodate projected stormwater flows and the City's Conditions of Approval.

Deliverables: pdf of Final Hydrology and Hydraulics Report

### **Stormwater Pollution Prevention Plan**

Michael Baker will prepare and submit a Notice of Intent (NOI) and a Stormwater Pollution Prevention Plan (SWPPP) for the Project to the State Water Resources Control Board (SWRCB). A copy of the SWPPP and the Waste Discharge Identification Number (WDID No.) shall be supplied to the client.

Michael Baker will comply with the Construction General Permit (CGP), 2022-0057-DWQ effective after September 1st, 2023. Michael Baker will comply with the CGP by preparing and submitting the project registration documents online to the SWRCB. These documents include a risk analysis and the SWPPP document.

This task assumes any further updates or actions necessary for upkeep, inspections, or maintenance of the SWPPP shall be prepared by the general contractor, erosion control contractor, or other party. This includes but is not limited to Annual Reporting, Rain Event Action Plans, Inspection Logs, Changes of Information, and the Notice of Termination.

Deliverables: pdf of SWPPP Report

### **TASK 3 CIVIL ENGINEERING PLANS, LANDSCAPE ARCHITECTURE PLANS, ELECTRICAL AND LIGHTING PLAN, SPECIFICATIONS, AND ENGINEERING ESTIMATES**

#### **Civil Engineering Plans**

CADD Base - Michael Baker shall prepare an overall CADD base for use in the Final Engineering Documents as well as for coordination between sub-consultant and engineering. The digital site base will be based on as-builts provided by the client. This CADD base will include existing utilities, proposed utilities, and site improvements. The City shall provide the proposed asphalt pump track site plan improvements.

Precise Grading Plans - Michael Baker shall prepare one set of grading plans in accordance with the standard requirements and guidelines of the City of Moreno Valley. The Plans will be prepared at 10 scale and shall depict General Notes, Index Map, Vicinity Map, Legend, Construction Notes, Quantities, Details, and Precise Grading. Erosion Control Plan and Horizontal Control Plan will also be implemented to supplement the grading plans at 20 scale.

Utility Plans - Michael Baker shall prepare one set of utility plans in accordance with the standard requirements and guidelines of the City of Moreno Valley. The Plans will be prepared at 20 scale plan view only and shall depict General Notes, Legend, Construction Notes, Quantities, and Details. Sewer and Water service laterals will be designed to serve the Pre-Fabricated Restroom and Drinking Fountain proposed for the Pump Track. Scope assumes that tie-in points to existing off-site sewer and water facilities are reasonably proximate and that these facilities are adequately sized to accommodate the project requirements. Any improvement plans for offsite main extensions or other major transmission mains, pump stations, reservoirs, offsite pressure regulating stations or other major facilities required by the appropriate governmental jurisdictional agency will be completed under separate contract for an additional fee.

Drainage Plans - Michael Baker shall prepare one set of drainage plans in accordance with the standard requirements and guidelines of the City of Moreno Valley. The Plans will be prepared at 20 scale plan view only and shall depict General Notes, Legend, Construction Notes, Quantities, and Details. Storm Drain will be designed to facilitate grading plan and be consistent with drainage study reports. Scope assumes drainage facilities are proximate to the site and detention storage can be accommodated onsite. Offsite improvements, basins, storm drain extensions and modeling of downstream outlet facilities is excluded from project scope.

#### **Landscape Architect Plans**

Hardscape Layout / Materials Plans and Details - Consultant will prepare plans and details indicating the locations and materials to be used for the park amenities, site furnishings, fencing, paving materials, walkways, and prefabricated restroom. Locations of hardscape areas, planting areas, and parking will also be identified.

Consultant will coordinate the preliminary design of the prefabricated restroom building with a nationally recognized manufacturer to prepare biddable construction drawings. The drawings will include preliminary plans and details provided by the manufacturer, but final structural plans and calculations will be deferred submittals by the contractor post bid award.

Planting Plans and Details - Consultant will prepare 1"=20' scale planting plans indicating the species, quantity, and size of plant material to be used. Native and low water use

plant materials that are suited to the local environment will be used. A planting legend and planting details will be included as part of this task.

Irrigation Plans and Details - Consultant will prepare 1"=20' scale irrigation plans indicating type of irrigation equipment to be used after the water meter, such as the backflow preventer, master valve, pipe, flow-sensor, sleeves, valves, quick-couplers, and low-precipitation rate dripline or bubblers. The irrigation design will comply with local Water Conservation requirements. It is assumed that the water meter and electrical service for the irrigation controller will be provided by others. An irrigation legend, irrigation details, and water use calculations will be included as part of this task.

### **Electrical and Lighting Plan**

Michael Baker International will prepare electrical drawings for the site improvement project. The deliverables will be prepared and sealed by an engineer registered in the state of California.

The items will include:

- Research and Investigation of Existing site
- Site plan drawing showing service location, service size, voltage/size of main panel
- Approved Lighting Plans
- One-Line Diagram
- Photometric Study

### **Technical Specifications**

Michael Baker shall prepare Project Technical Specifications to supplement the Standards found in the Greenbook Standard Specifications for Public Works Construction ("Greenbook"). Michael Baker shall prepare a section in the Technical Specifications for each item listed in the Bid Sheet. In each section, Michael Baker shall at least provide measurement and payment clauses to reinforce or supplement those found in the Greenbook. Project Technical Specifications will be provided at the 95% Design Documents Phase.

### **Cost Estimate and Earthwork Quantities**

Michael Baker shall prepare an Opinion of Probable Construction Costs, which will be provided at the 95% Design Documents Phase. This opinion shall be developed in the form of a Contract Item List (Bid Sheet) using the standard forms provided by the City of Moreno Valley.

Michael Baker shall prepare a Raw Estimate of Earthwork Quantities based upon the Precise Grading Plans and

Geotechnical Report recommendations as described herein. Allowances for shrinkage and subsidence and quantities for corrective grading work shall be accounted for based upon the available Geotechnical Soils Engineer's Report, or as directed by the City Engineer. Raw Cut and Fill Quantities shall be depicted on the Precise Grading Plans at the 95% Design Documents Phase.

Development of this opinion shall be accomplished through the use of CADD or other mathematic means and listed in detail for the City of Moreno Valley to use during bidding and construction administration. The goal for the final opinion is a contingency of 10%.

Unit prices for these items shall be developed through the judicial use of City of Murrieta, Riverside County, and/or Caltrans recent and historical data. Local materials suppliers and contractors may be used to identify unit prices.

Michael Baker makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only, and Michael Baker shall not be responsible for fluctuations in cost factors.

### **Task 3.1 1<sup>st</sup> Review - Conceptual Design Documents**

This task shall include the conceptual design documents for Civil Engineering Plans, Landscape Architecture Plans, and Electrical and Lighting Plans to be presented for the 1<sup>st</sup> Review to City staff for review, analysis, and recommendations.

### **Task 3.2 2<sup>nd</sup> Review – 35% Design Documents**

The 35% Design phase of work will incorporate comments resulting from the review of the Conceptual Design Documents. During this effort Michael Baker shall advance the Civil Engineering Plans, Landscape Architecture Plans, and Electrical and Lighting Plans to 35% complete. The intention of 35% complete plans is a set of documents that is substantially complete with previous City comments addressed.

### **Task 3.3 3<sup>rd</sup> Review – 95% Design Documents**

The 95% Design phase of work will incorporate comments resulting from the review of the 35% Design Documents. During this effort Michael Baker shall advance the Civil Engineering Plans, Landscape Architecture Plans, and Electrical and Lighting Plans to 95% complete. The intention of 95% complete plans is a set of documents that

is substantially complete with previous City comments addressed.

It is expected that at this level of design all Agency comments have been addressed and no new comments will be provided. This submittal is intended to ensure the City that the design package is ready to list for advertisement. Technical Specifications, Cost Estimates, and Earthwork Quantities will be provided at this phase of work as well.

#### **TASK 4 FINAL SUBMITTALS**

##### **Final Design (Bid Ready Improvement Plans)**

The Bid Ready Final Design phase of work will incorporate Regulatory, and Resource Agency comments resulting from their review of the 95% Design documents. During this effort Michael Baker shall prepare bid ready documents. The following plan listed under “deliverables” are included as part of this task.

- Submit two full-size and two half-size (bond paper) final plan set master with the design engineer’s seal and signature on each plan sheet and title sheet of specifications.
- Submit an electronic copy of all plans in AutoCAD and Adobe Acrobat format on a Flash Drive.
- Submit contract document in Microsoft Word format on a Flash Drive.
- Submit one set of quantity calculations and final engineering estimate in Microsoft Excel format on a Flash Drive.
- Submit all electronic files, including correspondence, photolog, and analyses, used in project design on a Flash Drive. Files that are not in electronic format shall be scanned into commonly used digital format and saved to the Flash Drive.

#### **TASK 5 PROJECT COORDINATION DURING DESIGN PROCESS**

Michael Baker shall work with the City of Moreno Valley to schedule a project kickoff meeting (pre-design meeting) as well as planned status meetings with the City for Conceptual, 35%, and 95% Design Documents stages. Additional meetings with City Departments, City of Moreno Valley’s sub-consultants as well as other key stakeholders will be scheduled and attended as necessary. Michael Baker shall provide meeting agendas with input from the City for each meeting and will prepare and distribute meeting minutes. A total of five (5) meetings is

assumed in this task. This scope also includes coordination items with Client, other Consultants, and Internal Team.

On a monthly basis, Michael Baker will issue invoices and progress reports to the City detailing major items worked on during the billing period as well as percentage complete for each task. This report will include all necessary back up and will serve to establish internal accounting methods and procedures acceptable to the City for documenting and monitoring contract costs.

It is understood that the City explicitly understands that project management, meetings, and coordination will be billed on a time and materials basis. Should the budgetary hours be exceeded, Michael Baker will notify the City and request a contract amendment for additional hours.

#### **TASK 6 DESIGN SUPPORT DURING BIDDING PHASE**

Michael Baker shall work with the City of Moreno Valley to schedule a pre-bid meeting and respond to contractor requests for clarification when needed. Michael Baker shall also record and distribute among potential bidder’s answers and clarifications given to contractors and prepare formal construction documentation addenda, if necessary.

It is understood that the City explicitly understands that design support during bidding phase will be billed on a time and materials basis. Should the budgetary hours be exceeded, Michael Baker will notify the City and request a contract amendment for additional hours.

#### **TASK 7 DESIGN SUPPORT DURING CONSTRUCTION PHASE**

Michael Baker shall work with the City of Moreno Valley to schedule a pre-construction meeting and clarify questions related to the project when needed. These answers to questions during the pre-construction meeting or during construction that were not brought up in the pre-construction meeting will be distributed as necessary.

It is understood that the City explicitly understands that design support during construction phase will be billed on a time and materials basis. Should the budgetary hours be exceeded, Michael Baker will notify the City and request a contract amendment for additional hours.

#### **ADDITIONAL SERVICES:**

Services which are not specifically identified herein as services to be performed by Michael Baker are considered “Additional Services” for purposes of this Agreement. Client may request that Michael Baker perform services

which are Additional Services. However, Michael Baker is not obligated to perform such Additional Services unless an amendment to this Agreement has been fully executed setting forth the scope, schedule, and fee for such Additional Services. In the event Michael Baker performs Additional Services before receipt of such executed amendment, Client acknowledges its obligation to pay for such services at Michael Baker’s standard rates, within 30 days of receipt of Michael Baker’s invoice.

**EXCLUSIONS:**

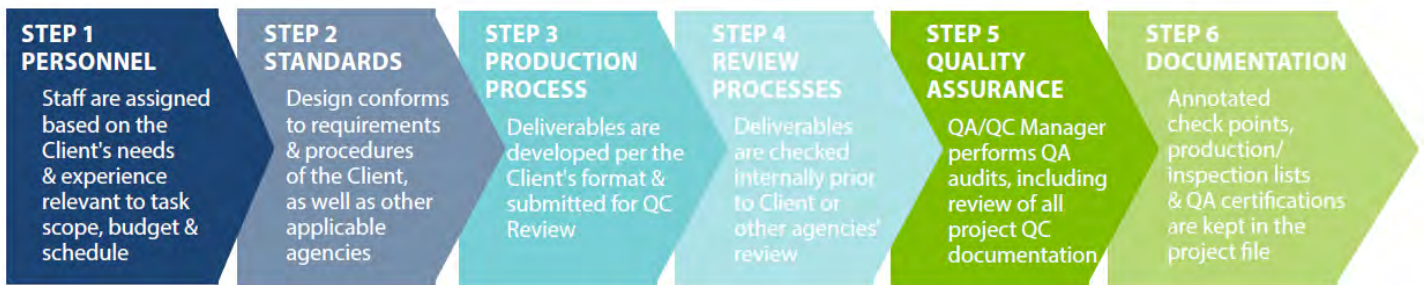
Although the following tasks are not included in this scope of work, Michael Baker is available to provide consulting services relating to any of the following items if determined to be necessary:

- Public outreach;
- Structural Design and Calculations;
- Exhibits not specifically outlines in this scope of work;
- Demolition Plans;
- Any other specific services not described within this scope of work.

## Quality Assurance and Quality Control Procedures

Effective quality management is a key to Michael Baker’s success. Success is measured not only by timely completion and quality work, but most importantly by meeting or exceeding client expectations in thoroughness, completeness, clarity, and accuracy of deliverables. These measures can only be provided on a consistent basis with an effective quality management program. Project managers develop a Project Specific Quality Management Plan (PSQMP) based upon the complexity of the project. The PSQMP provides project specific guidelines for quality control reviews. This plan is scalable for the size and type of project to be executed. QC and QA are enforced through the use of guidelines established under the system, ensuring consistent, high-quality services to our clients. The PSQMP includes QC procedures for project phases and submittal documents. In addition to QC protocols, the process includes separate checklists for all QC

requirements. Miguel Gonzalez, PE is serving as Michael Baker’s QA/QC Manager for this contract. Mr. Gonzalez will be responsible for the QA reviews as well as internal audits of the quality management process and PSQMP. Regardless, the Contract Manager is ultimately accountable for the quality of deliverables submitted to the client. All milestone deliverables to City will bear the signature of each reviewer and/or step in the review process. This program consists of the following key elements: Project Manager Supported by Permanent Design Teams, Design Discipline Scope of Work/ Responsibilities, Design Criteria Establishment, “Over the Shoulder” Reviews, In-House Project Team Meetings/Coordination, Project Communication/ Documentation, Milestone Submittal Reviews, Inter-Discipline and Constructability Reviews, Utility Location Cross Check, and QA.



## Related Experience with References

Below are a few examples of projects that our team have delivered that are similar to this Project:

**Centinela Bike Pump Track Project, Inglewood, California.** *Velosolutions.* Michael Baker, partnering with Grow Cycle Foundation, provided design and engineering services to develop a bike pump track for the Edwin Vincent Park. The track is an asphalt paved, closed loop track, consisting of undulating rollers, banked turns, and features to enhance the play experience, serving a wide range of age groups and nonmotorized wheeled vehicles (such as bicycles and scooters). The

track will be inset two feet below grade with a starting platform height of two feet above grade. For the project, Michael Baker prepared precise grading plans, drainage plans, and the low-impact development plan. Also provided were construction drawings and a cost estimate as well as design and layout of the storm drain system.

During construction, a 72-inch corrugated metal storm drain was discovered 6 inches below grade. The pipe had deteriorated to a point where it could not be repaired or support the machinery needed to construct the track. Michael Baker worked with Grow Cycle Foundation, Velosolutions (the bike track contractor), and the city to determine the best course of action. Ultimately, a new 72-inch corrugated metal pipe was placed through the site in order to allow for the track to be constructed.

**Value-Added** - Michael Baker was brought in late in the process and committed to completing the work in under one month. Due to the time constraints, Torrent Resources was brought in to design the drywells for the project, allowing the low-impact development plan to be approved and implemented in an expeditious fashion.

**Reference:**

Velosolutions | 5411 Shady Oak Lane  
Fort Lauderdale, FL 33312  
Alon Karpman, CEO | 917-304-2566  
Velosolutions.com

**Reference:**

Orange County Public Works | 300 N. Flower Street  
Santa Ana, CA 92702  
Robert Sanchez | 714-245-4566  
Robert.Sanchez@ocpw.ocgov.com

**Santa Ana River Parkway Trails Extension, Orange County, California.** *Orange County Public Works.* Michael Baker prepared final design plans, specifications, and estimate (PS&E) for the Santa Ana River Parkway Extension project, which will construct a 2.6-mile extension of bikeway, riding, and hiking trails systems from Gypsum Canyon Road to the Orange County Line, in coordination with OCPW, Orange County Parks, and the Army Corps of Engineers.

**Venta Spur Trail Bicycle and Pedestrian Bridge over SR 133, Irvine, California.** *City of Irvine.* Michael Baker assisted with the preliminary design and environmental documentation for the extension of the Venta Spur Trail across S.R. 133 and Marshburn Channel. The trail extension was a key element of the city's Master Plan of Open Space and Trails and constructed a Class I Bikeway between the existing trail in the Village of Woodbury East and an Irvine Ranch Water District (IRWD) maintenance road that connects to future Venta Spur Trail in the Great Park Neighborhoods.

**Reference:**

City of Irvine | P.O. Box 19575, One Civic Center Plaza  
Irvine, CA 92606  
Cheryl Lea | 949-724-7313  
clea@cityofirvine.org

## Resource Allocation Matrix

		Principal <i>Bill Pope</i>	QA/QC Manager <i>Miguel Gonzalez</i>	Project Manager <i>Chad Adachi</i>	Civil Land Development Designer <i>Jerry Miller Kyle Eubanks Sheryl Bermudez</i>	Electrical Engineer <i>Joshua Parker Jordan Johnston</i>	Surface Water Engineer <i>Kyle Gallup Danielle Peltier</i>	Surveying/Mapping <i>John Duquette Connie Barrett Xavier Hughes</i>	Environmental Planning <i>Kathalyn Tung Jennifer Wu</i>	Landscape Architect <i>Jeremy Franzini Alaa Chaabani Josh VanDuyn Elise Caille</i>	Michael Baker Hours
1.0	Kick-off Meeting	3	1	4	3	2	2	3	2	4	24
2.0	Topographic and Mapping Survey, Geotechnical Services, CEQA Services, and Stormwater	14	13	30	17	0	224	77	240	0	615
2.1	Topographic and Mapping Survey	2	2	8	4	0	4	77	0	0	97
2.2	Geotechnical Services	2	1	2	3	0	0	0	0	0	8
2.3	CEQA Services	5	5	10	0	0	0	0	240	0	260
2.4	Stormwater	5	5	10	10	0	220	0	0	0	250
3.0	<b>Civil Engineering Plans, Landscape Architecture Plans, Electrical and Lighting Plan, Specifications, and Engineering Estimates</b>	20	36	95	174	110	0	0	0	255	690
3.1	Concept Design Documents	5	8	15	29	20	0	0	0	65	142
3.2	35% Design Documents	5	12	25	55	30	0	0	0	117	244
3.3	95% Design Documents	10	16	55	90	60	0	0	0	73	304
4.0	Final Submittals	5	10	16	20	15	0	0	0	50	116
5.0	Project Coordination during Design Phase	10	5	25	2	2	0	0	11	10	65
6.0	Design Support during Bidding Phase	5	2	6	4	4	0	0	0	4	25
7.0	Design Support during Construction Phase	10	5	20	17	8	0	0	0	20	80
TOTAL HOURS:		67	72	196	237	141	226	80	253	343	1615

### 3. PROPOSED STAFF/TEAM

#### Project Team Introduction

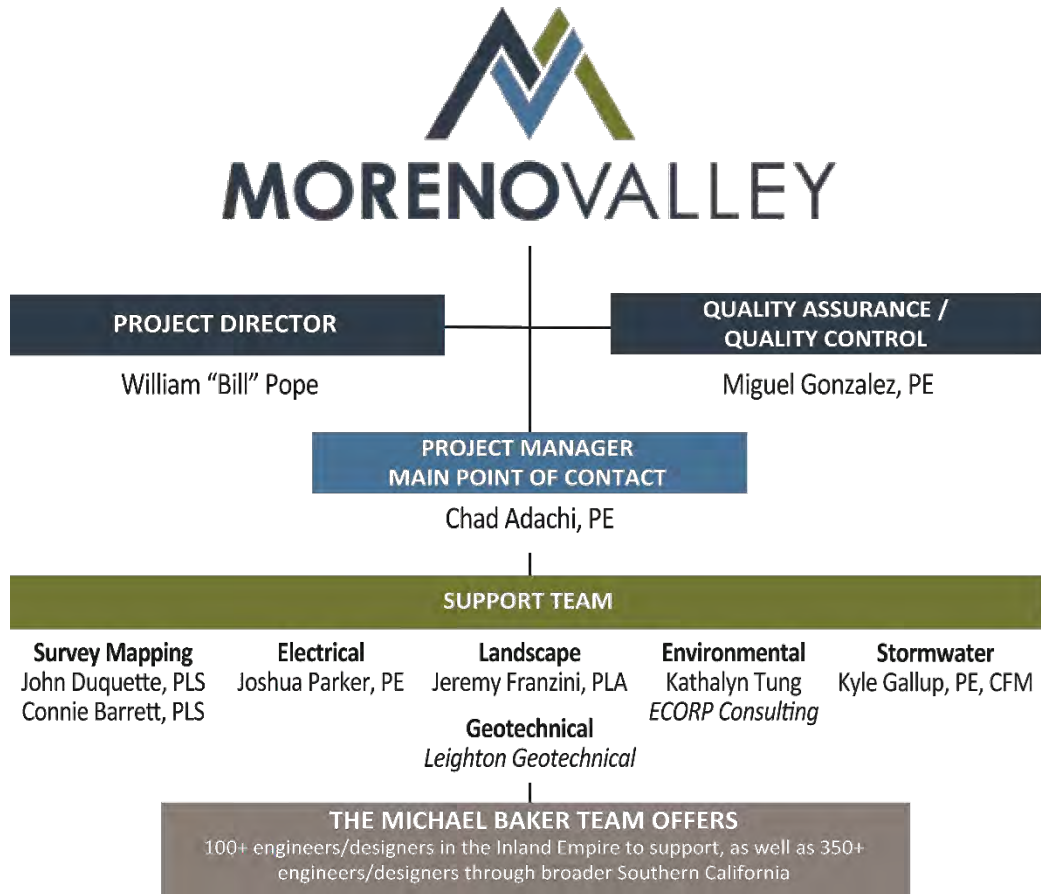
Michael Baker's team will be directed by Mr. William Pope. Knowledge, experience, and responsiveness are key elements of a strong team needed to meet and exceed the City's goals and expectations. Our Project Director has served in the role as lead for land development and infrastructure improvement contracts with municipalities, both from the private side as well as the public side for 30 years. Bill is able to leverage his public and private

experience to the benefit of the City, as he is able to draw upon experience from both sides of the table.

Mr. Chad Adachi, PE, will provide the City with boots-on-the-ground Project Management. Mr. Adachi brings 7 years of infrastructure experience in the Inland Empire to the team, specializing in strong communication and team coordination skills.

#### Organization Chart

The Michael Baker team brings a depth of experience through our multi-disciplinary team. The organization chart identifies our Project Manager / Main Point of Contact and key personnel, related lines of authority and responsibility, and roles. A large majority of the work performed under this contract will be handled out of the local Temecula Office.



Key Team resumes are located in the Appendix.

## Personnel Qualifications Matrix

Team Member Role	Yrs of Exp	Education	License/Registration
<b>Chad Adachi</b> Project Manager	7	B.S.C.E., 2016, Civil Engineering, California Baptist University	Professional Engineer - Civil, California, 2019, 90835
<b>William Pope</b> Project Director	30	Vocational/Technical, 2005, Surveying and Mapping Course, Mount San Jacinto Community College	
<b>Miguel Gonzalez</b> QA/QC	37	M.S., 1995, Civil Engineering, San Diego State University C.A., 1991, Industrial Electricity, San Diego City College B.S., 1985, Civil Engineering, University of Guanajuato, Mexico	Professional Engineer - Civil, California, 2001, 61561
<b>John Duquette</b> Survey/Mapping	18	A.S., 1996, Surveying and Mapping, Santa Ana College	Professional Land Surveyor, California, 1999, 7566
<b>Connie Barrett</b> Survey/Mapping	32	B.S., 1987, Surveying and Mapping, CU GKD Coursework, Land Surveying, Rancho Santiago College	Professional Land Surveyor, California, 2021, 9646
<b>Joshua Parker</b> Electrical	8	B.S.E.E., 2015, Electrical Engineering, Washington State University	Professional Engineer - Electrical, California, 2021, E23757
<b>Jeremy Franzini</b> Landscape	21	M.L.A., 1996, Landscape Architecture, Texas A&M University B.S., 1993, Environmental Studies, University of California, Santa Barbara	Landscape Architect, California, 2001, 4514
<b>Kathalyn Tung</b> Environmental	18	M.S., 2009, City/Urban Community and Urban Planning, University of Southern California B.S., 2004, Environmental Sciences, University of California, Berkeley	
<b>Kyle Gallup</b> Stormwater	18	B.S., 2005, Civil Engineer, San Diego State University	Professional Engineer - Civil, California, 2009, 74610 Certified Floodplain Manager, 2018, US-18-10783 Water Treatment Operator, 2023, 46140 Water Distribution Operator, D1, 2023, 53919



## 4. REQUIRED STATEMENTS

- A. RFP #2023-031 shall be incorporated in its entirety as a part of Michael Baker's proposal.
- B. Both the RFP and our Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by Michael Baker and the Mayor or City Manager of Moreno Valley.
- C. Michael Baker's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in our Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- D. See Appendix - ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of Michael Baker'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, Michael Baker may substitute other staff of at least equal competence only after prior written approval by the City.
- F. See Section 2. Technical Proposal, for a resource allocation matrix.
- G. See Section 2. Technical Proposal, for a statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-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.
- H. Michael Baker acknowledges and understands that we will not be allowed to change the sub-consultant without written permission from the City.
- All charges for Michael Baker (construction) services is a "Not-to-Exceed Fee" and includes conservatively estimated reimbursable expenses, as submitted with and made a part of this Proposal.
  - Michael Baker 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.
  - Michael Baker will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
- L. A copy of Michael Baker's hourly rate schedule is included in the Cost Proposal provided under separate cover. Said hourly rate schedule is part of Michael Baker's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. An itemized cost breakdown for the work described herein is submitted in a separate file, entitled Cost file, as part of Michael Baker's Proposal submittal. All extra work will require prior approval from the City.
- M. Michael Baker will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- N. 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.
- O. Michael Baker 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.
- P. Michael Baker 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.
- Q. Michael Baker 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.
- R. Michael Baker 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 Michael Baker, without further acknowledgment by the parties.

## APPENDIX

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

#### AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES, PROJECT NO. 801 0058

Item 14. Indemnification.

a. Design Professional Services. To the fullest extent permitted by law, including but not limited to Civil Code Section 2782.8, in performing "design professional services" as defined in Section 2782.8, the Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority (MVHA), their officers, agents and employees harmless from third party any and all liability, claims, demands, direct damages, or injuries to any person, including injury to the Consultant's employees and all claims to the extent which arise directly from or are connected with the negligent, reckless, or willful misconduct in the performance of or failure to perform the work or other obligations of the Consultant under this RFP and/or related Agreement, or are directly 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 for whom Consultant is legally liable; acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims to the extent arising from the sole negligence, active negligence, or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees; and does not apply to any passive negligence of City unless caused at least in part by Consultant.

b. Non-Design Professional Services. For all non-design professional services, Consultant shall indemnify, defend, and save the City, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority (MVHA), their officers, agents and employees harmless from third party any and all liability, claims, demands, direct damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise directly from or are connected with the performance of or failure to perform the work or other obligations of the Consultant, 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 for whom Consultant is legally liable in Consultant's performance under this Agreement; 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.

c. If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subconsultant 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.

16. ...challenge, Consultant and City each agree to reasonably cooperate with each...

17. Insurance

(a) ...by the City Manager and his/her designee at any time and in his/her sole discretion by mutual written agreement signed by both Parties.

(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. RESERVED

*Explanation: Michael Baker does not provide insurance policies to outside firms due to security and confidentiality concerns. We will provide the widely accepted Standard Acord insurance certificate with proper endorsements provided by our carriers.*

20. (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 upon receipt of final payment. 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. Nothing herein shall be construed to grant ownership or any other rights to City of any of Consultant's pre-existing and/or background Intellectual Property or of any information, data, or property that was in Consultant's possession prior to the execution of this Agreement.

20. (c) The City agrees to indemnify and 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 modified by City of 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.

21. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice ~~with or~~ without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement. In the event that Consultant materially defaults on any of its obligations under this Agreement, City shall provide written notice of such default and Consultant shall have no less than ten (10) business days from receipt of notice to cure such default. Should Consultant fail to cure within the time period, City may terminate this Agreement for cause upon written notice to Consultant. ~~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 **with the Standard of Care** ~~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) **RESERVED** ~~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.~~

*Explanation: Any such claims would be settled via dispute resolution procedures and no monies should be withheld or otherwise due prior to such resolution.*

(c) **Provided that City has provided notice and cure period to Consultant, and Consultant has failed to cure, as required under paragraph 21(a) above.** Upon any **material** breach of this Agreement...

...to enforce the terms of the Agreement; and/or (iii) recover all direct, ~~indirect, consequential, economic and incidental~~ damages for the breach...

(d) Consultant shall ~~be liable for default unless~~ **not be liable for its** nonperformance **if such nonperformance** is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, **but not limited to,** acts of God...

*Explanation: Michael Baker cannot agree to any liability prior to dispute resolution proceedings, so it would be better to phrase what Michael Baker will not be liable for instead.*

27. (d) ...for complying with Section ~~25~~**7**(a), above.

27. (e) ...provisions of this Section ~~25~~**7** in each...

27. (f) This Section ~~25~~**7** shall survive expiration...

28. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant **exclusively** in its performance under this Agreement shall, upon ~~completion of the project~~ **Consultant's receipt of final payment**, 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. **Any reuse of Consultant's work product without written verification or adaptation by Consultant will be at the City's own risk and without liability or legal exposure to Consultant. The City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by the City and Consultant. Nothing herein shall be construed to grant ownership or any other rights to City of any of Consultant's pre-existing and/or background Intellectual Property or of any information, data, or property that was in Consultant's possession prior to the execution of this Agreement.**

30. **RESERVED** ~~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.

**STANDARD OF CARES.** The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill used by members of Consultant’s profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant’s services.

**LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the City agrees to limit Consultant’s liability to the City and to all other contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to Consultant’s negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of Consultant to all those named shall not exceed \$50,000 or the total fee for Consultant’s services rendered in the project, whichever is greater. To the extent that this limitation of liability conflicts with any other provision(s) of this Agreement or any Task Orders associated therewith, said provision(s) shall be considered amended to whatever extent required to make such provision(s) consistent with this provision.

**CONSTRUCTION MEANS.** Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such contractors’ failure to perform work in accordance with the contract documents.

**ESTIMATES.** Any estimates provided for cost of construction, financing, and acquisition of land and rights-of-way shall be made in accordance with good engineering practice and procedure. It is understood, however, that Consultant has no control over construction costs, competitive bidding and market conditions, nor over costs of financing, acquisition of land or rights-of-way, and Consultant does not guarantee the accuracy of such cost estimates as compared to actual cost or contractors’ bids.

**WAIVER OF CONSEQUENTIAL DAMAGES.** In no event shall either Consultant or the City have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages or any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

#### **EXHIBIT “D” TERMS OF PAYMENT**

3. ...will the City pay for more services than have been satisfactorily completed in accordance with the Standard of Care and the City Engineer’s determination of the amount due for any progress payment shall be final. The consultant will...

#### **EXHIBIT “E” INSURANCE REQUIREMENTS**

##### **Umbrella Or Excess Insurance**

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 The City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers; 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.~~

## Key Team Member Resumes

### Chad Adachi, PE | Project Manager



Mr. Adachi is experienced in land development. His experience includes projects within the commercial, residential, and institutional sectors. His responsibilities regarding these projects include design and production of sewer, water, storm drain, grading, and street plans. His software skill and experience include an advanced understanding level of AutoCAD Civil 3D.

*Years with Michael Baker*

7

*Years of Experience*

7

*Education*

B.S.C.E., 2016, Civil Engineering, California Baptist University

*Licenses/Certifications*

Professional Engineer - Civil, California, 2019, 90835

### RELEVANT EXPERIENCE

**Riverside County Transportation – Plan Checking Services.** Responsibilities include coordinating plan checking reviews with Riverside County, consultant plan checking staff, and project applicant or engineer. Assists the project applicant or engineer by coordinating reviews of Precise Grading and Rough Grading Plans according to Riverside County Ordinance and California Building Code from initial submittal to approval.

**City of Palm Desert – Plan Checking Services.** Responsibilities included plan checking reviewal of Precise Grading, Rough Grading Plans, Storm Drain Plans, and Street Plans according to City of Palm Dessert Standards and California Building Code from initial submittal to approval.

**Winchester Rd. and Jean Nicholas Rd - Riverside County.** Lennar Corporation. Program Manager. Responsible for project managing the project by coordinating staff, consultants, client needs, budgeting, and scheduling. Michael Baker provided services for the final engineering of 154 Single Family Detached Condominium Units on a 24-acre site. Final Engineering Plans includes, Rough Grading, Precise Grading, Onsite Street Improvement Plans, Offsite Street Improvement Plans, Signing and Striping Plans, Traffic Control Plans, and EMWD Utility Plans.

**Lennar – Horizons, City of Wildomar, Multifamily Residential, Wildomar, Project Manager / Project Engineer.** Program Manager and Project Engineer responsible for project managing the project by coordinating staff, consultants, client needs, budgeting, and scheduling. Michael Baker provided services for the final engineering of 136 Multifamily Family Attached Townhome Units on a 14-acre site Final Engineering Plans includes, Rough Grading, Precise Grading, Onsite Street Improvement Plans, Offsite Street Improvement Plans, Storm Drain Plans, Signing and Striping Plans, Traffic Control Plans, and EVMWD Utility Plans.

## William Pope | Project Director



Mr. Pope works in Michael Baker's Palm Desert Office. He has resided in the Coachella Valley all of his life and has seen the many changes that have shaped the landscape of this beautiful valley. He is experienced with Autocad Land Development Desktop software including Civil and Survey modules, Autocad Civil 3D, along with various data-base packages for hydrology/hydraulics and map checking protocols. Mr. Pope has extensive knowledge in the writing of legal descriptions, area calculations and mapping which includes Parcel Maps, Tract Maps and Lot Line Adjustments. He works closely with the Michael Baker's Public Works personnel in providing necessary base mapping, right-of-way analysis and property research through various parcel information programs and close contact with various title companies locally. With 20 years of experience in the consulting engineering industry, Mr. Pope has developed unique skills in the preparation of parcel, tract and ALTA/ACSM plats along with civil design plans including sewer, water, storm sewer, hydrology calculations, as well as street plan and profile design.

### Years with Michael Baker

11

### Years of Experience

30

### Education

Vocational/Technical, 2005, Surveying and Mapping Coursework, Mount San Jacinto Community College

College of the Desert, 1996-1998

## RELEVANT EXPERIENCE

**Rancho Las Flores Park Master Plan - Phase 1, Coachella, California.** *City of Coachella.* Mapping Specialist. Responsible for mapping services. Michael Baker provided professional landscape architecture and civil engineering services to the City of Coachella for the design and development of a community sports park. The 25-acre park included a major lighted soccer complex, football field, baseball and softball fields, playgrounds, picnic areas, splash fountain, restrooms, shade structures, a new public street, parking lot improvements, landscaping, irrigation, and associated improvements. Services included the preparation of conceptual design alternatives, a two phased master plan, and final plans, specifications and estimates.

**Tennis Gardens at Indian Wells, Indian Wells, California.** *Pm Sports Management.* Mapping Specialist. Responsible for the on-site grading design and on-site utility infrastructure for the Garden of Champions tennis complex expansion project. Michael Baker provided engineering services for the Garden of Champions expansion project, a tennis complex constructed on the remaining 30-acre vacant site adjacent to the existing tennis complex. The complex is home to the BNP Paribas Open Tennis Tournament. As part of the proposed design, it was necessary to relocate a domestic sewer and water main, quitclaim existing easements back to the landowner, and prepare new easements for the Coachella Valley Water District main lines that were relocated. Project work includes bid evaluation and construction management services. The project includes a new 16,000-seat main stadium, four other new tennis courts, two new parking lots, and turf parking areas, along with 700 hotel rooms, 140 casita suites, 68,000 square feet of quality restaurants, and a service station-carwash-mini-mart. Project construction is slated to start after the 2013 Tournament and be completed for the 2014 BNP Paribas Open.

**The Thermal Club Project, Thermal, California.** *Thermal Operating Company, LLC.* Project Manager. Responsible for mapping services. Michael Baker is providing construction surveying services for The Thermal Club, a premier private motorsports facility. In addition to 4.5 miles of members-only racetrack, the Club facilities will include over 200 Founders Lots, a Clubhouse and Village unrivaled in the motorsports world, and will rank among the best of private clubs of any type. The project encompasses 530 acres in Riverside County.

**Miguel Gonzalez, PE | QA/QC**



Mr. Gonzalez currently serves as a Project Manager in the Land Development Department of the Temecula regional office. He is responsible for overseeing the preparation of improvement plans for grading, street design, storm drain, sewer and water plans, and providing engineering support as required for due diligences, specific plans, and tentative tract maps. He has a diverse background with civil and electrical engineering with emphasis in land development, public works, construction management and retrofit of industrial sites.

*Years with Michael Baker*

20

*Years of Experience*

37

*Education*

M.S., 1995, Civil Engineering, San Diego State University

C.A., 1991, Industrial Electricity, San Diego City College

B.S., 1985, Civil Engineering, University of Guanajuato, Mexico

*Licenses/Certifications*

Professional Engineer - Civil, California, 2001, 61561

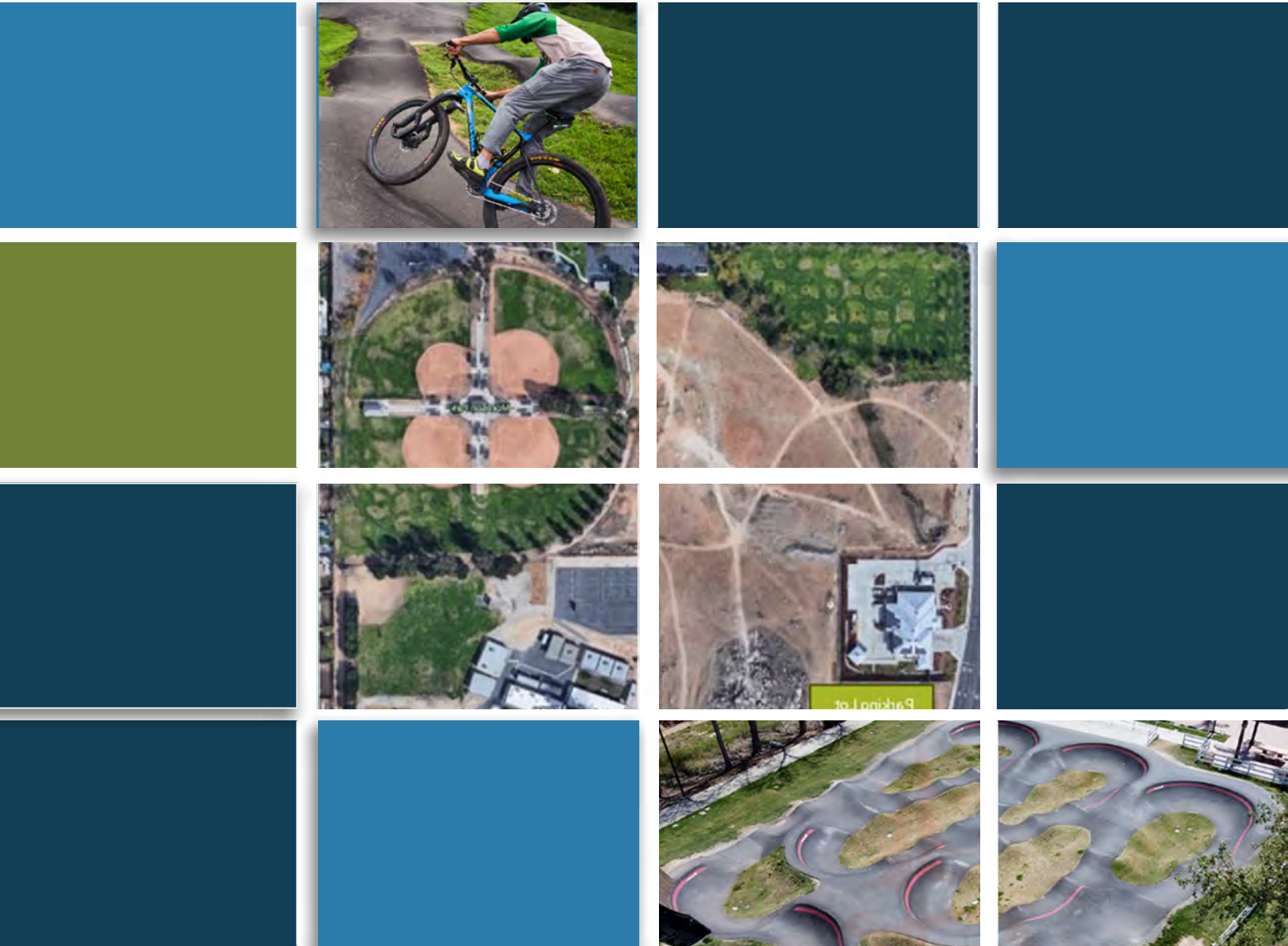
**RELEVANT EXPERIENCE**

**Spencer's Crossing, Riverside County, California.** *Lennar Homes of California.* Project Manager. Responsible for preparing rough grading plans, street improvement plans, and utility design for roughly 1,700 units in this 600-acre development. As part of this development, managed the civil engineering for a multi-use Sports Park, Recreation Center (The Club at Spencer's Crossing), multiple public park facilities, and off-site back bone infrastructure to provide access and services.

**Santana Park Expansion, Corona, California.** Project Engineer. Responsible for precise grading plans and drainage for new walkways, enlargement of one ball field, and additional parking lot. Addition of approximately 1.5 acres to existing park site after vacation of one segment of Garretson Avenue per the construction of Magnolia Avenue.

**Oak Glen Road Widening and Sunnyside Drive Realignment, Yucaipa California.** Public Works Inspector and Construction Manager. A section of 3,500 feet of Oak Glen was widened to ultimate improvements in front of the Yucaipa Community Park. Sunnyside Drive is the primary access to a residential tract and Ridgeview Elementary School. Both roads remained open during construction with minimum traffic disruption.

# *We Make A Difference*



40810 County Center Drive  
Suite 200  
Temecula, CA 92591

**Michael Baker**  
INTERNATIONAL



**EXHIBIT B: PROPOSED COST SHEET**

**I. Task Rates**

Line Item	Task Rates	Hourly Rate	Total Hours	Direct Costs / Subconsultant	Total Cost
*1	Kick-off Meeting	\$242	24	--	\$5,800
2	Topographic and Mapping Survey, Geotechnical Services, CEQA Services, and Stormwater				
2.1	Topographic and Mapping Survey	\$204	97	\$4,770	\$24,600
2.2	Geotechnical Services	\$243	8	\$20,160	\$22,100
2.3	CEQA Services	\$197	260	\$15,850	\$67,000
2.4	Stormwater	\$190	250	--	\$47,600
3	Civil Engineering Plans, Landscape Architecture Plans, Electrical and Lighting Plan, Specifications, and Engineering Estimates				
3.1	Concept Design Documents	\$188	142	\$1,000	\$27,700
3.2	35% Design Documents	\$187	244	\$1,000	\$46,700
3.3	95% Design Documents	\$193	304	\$1,000	\$59,700
4	Final Submittals	\$185	116	\$1,000	\$22,500
*5	Project Coordination during Design Phase	\$224	65	--	\$14,600
*6	Design Support during Bidding Phase	\$228	25	--	\$5,700
*7	Design Support during Construction Phase	\$213	80	--	\$17,000
<b>Not-to-Exceed Total Task Costs</b>				\$44,780	\$361,000

\*The budget amount shown is for authorization purposes only. Should the total of the monthly billings reach eighty percent (80%) of the budget amount, the Client and Michael Baker will review the status of the work to determine the need for an increase in the budget amount, and whether additional budget authorization to complete the project is appropriate. Progress billings will be forwarded to the Owner on a monthly basis. These billings will include the fees earned for the billing period plus all direct costs advanced by Michael Baker. The general Scope of Services outlined herein is only provided as a guide in this Request for Proposal. Itemized tasks and corresponding costs must be identical to the detailed Scope of Services included as part of the Proposer’s Technical Proposal.

**II. Hourly Rates**

Line Item	Standard Position	Title of Person Performing Service	Hourly Rate
1	Principal	Bill Pope	\$306
2	Program Manager	Kyle Gallup	\$273
3	Program Manager	John Duquette	\$273
4	Program Manager	Miles Costanza	\$273
5	Program Manager	Jeremy Franzini	\$273
6	Project Manager	Chad Adachi	\$240
7	Technical Manager	Connie Barrett	\$229
8	Technical Manager	Kathalyn Tung	\$229
9	Technical Manager	Jennifer Wu	\$229
10	Senior Engineer	Ivana Awayjan	\$202
11	Electrical Engineer	Joshua Parker	\$191
12	Electrical Engineer	Jordan Johnston	\$191
13	Field Supervisor	Xavier Hughes	\$191
14	Landscape Architect	Josh VanDuyn	\$180
15	Landscape Architect	Alaa Chaabani	\$180
16	Senior Designer	Samuel Menache	\$174
17	Senior Designer	Kyle Eubanks	\$174
18	Senior Designer	Jerry Miller	\$174
19	Senior Designer	Danielle Peltier	\$174
20	Designer	Sheryl Bermudez	\$142
21	Designer	Gregory Brown	\$142
21	Design Technician	Elise Caille	\$125

**III. Reimbursable Expenses**

Line Item	Describe Expense and Related Costs	Costs
1	Survey - Mileage	\$400
2	CEQA - ODCs for field surveys and cultural records search	\$850
3	Concept Design Documents – ODCs for printing, reproductions, messenger services, facsimiles, and other project-specific out-of-pocket expenses necessary to achieve preparation and processing of the previously discussed task	\$1,000
4	35% Design Documents – ODCs for printing, reproductions, messenger services, facsimiles, and other project-specific out-of-pocket expenses necessary to achieve preparation and processing of the previously discussed task	\$1,000
5	95% Design Documents – ODCs for printing, reproductions, messenger services, facsimiles, and other project-specific out-of-pocket expenses necessary to achieve preparation and processing of the previously discussed task	\$1,000
6	Final Submittals – ODCs for printing, reproductions, messenger services, facsimiles, and other project-specific out-of-pocket expenses necessary to achieve preparation and processing of the previously discussed task	\$1,000

## EXHIBIT B

### CITY 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.

## EXHIBIT C

### TERMS OF PAYMENT

1. The Vendor's compensation shall not exceed \$405,780.00.
2. The Vendor 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](http://www.moval.org/do_biz/biz-license.shtml)
3. The Vendor 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 Vendor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)
  - a. Accounts Payable questions can be directed to (951) 413-3073.
  - b. Copies of invoices may be submitted to the Parks and Community Services Department at
  - c. [alleny@moval.org](mailto:alleny@moval.org) or calls directed to (951) 413-3704.
4. The Vendor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:  
[http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)
5. The minimum information required on all invoices is:
  - a. Vendor Name, Mailing Address, and Phone Number
  - b. Invoice Date
  - c. Vendor Invoice Number
  - d. City-provided Reference Number (e.g. Project, Activity)
  - e. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Vendor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

7. Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.
  
8. Maintenance and Inspection. Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor 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. Vendor 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.