

CITY OF MENIFEE

PROFESSIONAL SERVICES AGREEMENT

CIP 24-14 CITYWIDE BRIDGE/CULVERT INVENTORY STUDY

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this _____ day of _____, 2023 (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and **RICK ENGINEERING COMPANY**, a California Corporation (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.”

SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the “Services”). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on **September 6, 2023** and shall end on **December 31, 2024** unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City’s right to terminate this Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant’s obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

1.6 Warranty. By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the Services, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the Services.

1.7 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all applicable emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **Two Hundred Twenty Eight Thousand Six Hundred Thirty Eight Dollars and Zero Cents (\$228,638.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A "Task Summary" containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City's option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;
- e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;
- f. Receipts for expenses to be reimbursed;

g. The Consultant Representative's signature.

Invoices shall be submitted to:

City of Menifee
Attn: Accounts Payable
29844 Haun Road
Menifee, CA 92586

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for the Services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Retention of Funds, Final Payment. Consultant hereby authorizes City to retain and deduct from any amount payable to Consultant not exceeding five percent (5%) of the total compensation. The retained funds shall be paid to Consultant within sixty (60) days after final acceptance of the Services by the City and after Consultant has furnished City with full release of all undisputed payments under this Agreement. In the event there are any claims specifically excluded by Consultant from the operation of the release, City may retain proceeds of up to one hundred fifty percent (150%) of the amount in dispute. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as provided in this Agreement. City shall pay the last five percent (5%) of the total amount due pursuant to this Agreement within sixty (60) days after completion of the Services and submittal to City of a final invoice, if all of the Services required have been satisfactorily performed.

2.4 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable

expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

SECTION 3. FACILITIES AND EQUIPMENT.

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility or equipment that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS.

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and provide certificates of insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this Section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this Section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other insureds. Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

(i) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(ii) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

a. General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved in writing by City.

b. Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

(i) The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

(iii) If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

(iv) A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

4.4 All Policies Requirements.

a. Acceptability of Insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of Coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with certificates of insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance must include the following reference: **CIP 24-14 CITYWIDE BRIDGE/CULVERT INVENTORY STUDY.** The name and address for additional insured endorsements, certificates of insurance and notice of cancellation is: City of Menifee, 29844 Haun Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self insured retention is increased. In the event any of said policies of insurance are cancelled, Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4 to the Contract Administrator.

d. Additional Insured; Primary Insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded

to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-Insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies at law or equity City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;

b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

c. Terminate this Agreement.

SECTION 5. INDEMNIFICATION.

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, “Claims”) to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.3 Limitation of Indemnification for Design Professionals. Notwithstanding any provision of this Section 5 to the contrary, design professionals, as that term is defined in Civil Code Section 2782.8, are required to defend and indemnify City only to the extent permitted by Civil Code Section 2782.8. The term “design professional” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. This Subsection 5.3 shall only apply to Consultant if Consultant is a “design professional” as that term is defined in Civil Code Section 2782.8.

5.4 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City’s sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

SECTION 6. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement.

The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall not at any time or in any manner represent that it is or any of its officers, employees, or agents are in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Prevailing Wages. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable prevailing wage laws and regulations and effectuating compliance with such laws, including, but not limited to the prevailing wage and related requirements set forth in this Subsection 7.3. Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

a. Public Work. Consultant hereby expressly acknowledges and agrees that City has never previously affirmatively represented to Consultant, its employees or agents in writing or otherwise that the Services are not a "public work," as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the Services, including, without limitation, any public work (as defined by applicable law), if any, Consultant shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Consultant's failure to pay prevailing wages.

b. Labor Code of California. The Consultant's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

(i) In accordance with Sections 1773 and 1773.2 of the Labor Code, City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with City's principal office and are available to any interested party on request. Consultant shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) Consultant is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said Section. Pursuant to Labor Code Section 1771.4, Consultant must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to Labor Code Section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

(iv) Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to Labor Code Section 1813, it is stipulated hereby that Consultant shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(vi) Consultant is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that Consultant will be responsible for obtaining compliance therewith on the part of any and all sub-consultants or subcontractors employed by Consultant in connection with this Agreement.

(vii) Pursuant to Labor Code Section 1775, it is hereby stipulated that Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Services by Consultant or any sub-consultant or subcontractor.

c. Bidding Eligibility. Pursuant to Labor Code Section 1771.1, no contractor or subcontractor (or consultant or subconsultant) may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

d. DIR Monitoring. Pursuant to Labor Code Section 1771.4, Consultant is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

e. Indemnification Related to Prevailing Wages. Section 5, Indemnification, specifically encompasses Claims arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Labor Code Sections 1726 and 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

7.4 Licenses and Permits, Fees and Assessments. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions, and perform the Services. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions, and perform the Services. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the Services, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

7.5 Conflicts of Interest, Political Reform Act. Consultant represents, warrants, and covenants that Consultant presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant acknowledges that pursuant to the provisions of the Political Reform Act (Government Code Section 87100 *et seq.*), City may determine the Consultant to be a "consultant" as that term is defined by 2 California Code of Regulations Section 18700.3. In the event City makes such a determination, Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

7.6 Annual Appropriation of Funding. In accord with Article 16 Section 18 of the California Constitution, payment of compensation under this Agreement is contingent upon annual appropriation of funds by City for that purpose. Consultant acknowledges and agrees that to the

extent that the Services extend beyond one (1) fiscal year, payment for such Services is expressly conditioned on City's annual appropriation of funds for such Services for each year. If no funds are appropriated then this Agreement shall be terminated. City pledges and agrees to process such appropriation requests annually and in good faith. Nothing in this Subsection shall be construed to limit the right of either Party to terminate this Agreement as provided herein.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days' written notice to City.

8.3 Consequences of Termination. In the event of termination, Consultant shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or City in connection with this Agreement.

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant's proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- c. Retain a different consultant to complete the Services described in Exhibit A; and/or
- d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Subsection 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Subsection shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law, Venue. The laws of the State of California shall govern this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing

and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by **<Brian F. Mooney, Principal>** (“Consultant’s Representative”). The Consultant’s Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his 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.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, **<Jenny McConville>, Management Analyst** (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:

RICK ENGINEERING COMPANY
Attn: Brian F. Mooney, Principal
5620 Friars Road
San Diego, CA 92110

Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee
29844 Haun Road
Menifee, CA 92586
Attn: Jenny McConville, Management Analyst

with a copy to:

City Clerk
City of Menifee
29844 Haun Road
Menifee, CA 92586

10.10 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility,” as in the following example.

Seal and Signature of Registered Professional with
report/design responsibility.

10.11 Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third Party Beneficiaries. There are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of

Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF MENIFEE

CONSULTANT

Armando Villa, City Manager

Leslie Moulton-Post, President

Attest:

Stephanie Roseen, City Clerk

Albert Cuisinot, Chief Financial Officer

Approved as to Form:

Jeffrey T. Melching, City Attorney

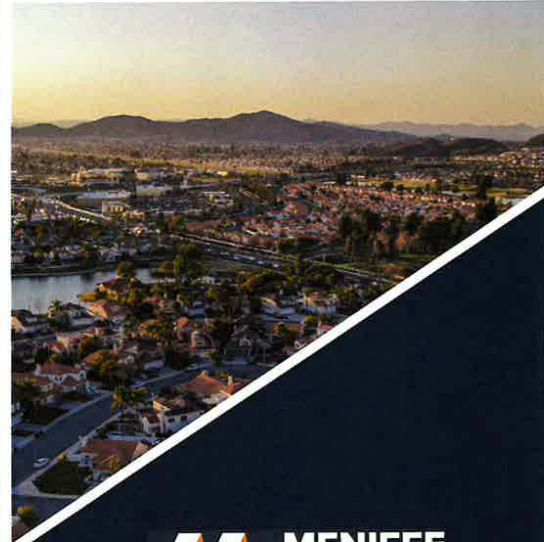
[Note: 2 officer's signatures required if
Consultant is a corporation, unless provided
with a certificate of secretary in-lieu]

EXHIBIT A

SCOPE OF SERVICES

Services shall include **CIP 24-14 CITYWIDE BRIDGE/CULVERT INVENTORY STUDY** services in the amount not to exceed **Two Hundred Twenty Eight Thousand Six Hundred Thirty Eight Dollars and Zero Cents (\$228,638.00)** as further detailed in the following page(s).

EXHIBIT A.



Proposal to Provide

CITY OF MENIFEE

**CITYWIDE BRIDGE/CULVERT
INVENTORY STUDY** (No. 2023-23)



(619) 291-0707
5620 Friars Road,
San Diego, CA 92110

(951) 782-0707
1770 Iowa Avenue, Suite 100,
Riverside, CA 92507

WWW.RICKENGINEERING.COM

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SECTION 1

COVER PAGE/ LETTER OF INTRODUCTION

1. Cover Page/Letter of Introduction

Jennifer Christoffersen, Contract/Purchasing Specialist
City of Menifee Finance Department (Purchasing)
29844 Haun Road,
Menifee, CA 92586



July 13, 2023

RE: RFQ No. 2023-23, Citywide Bridge/Culvert Inventory Study

Dear Ms. Christoffersen and Selection Committee,

RICK Engineering Company (RICK) is pleased to submit our response to the Citywide Bridge/Culvert Inventory Study. We appreciate the opportunity to present our comprehensive proposal, tailored to meet the specific needs and goals of the City of Menifee. We are confident that our key strengths and expertise, combined with our partnership with T.Y. Lin International (TYLin), make us the ideal team to successfully execute this project and deliver the best possible outcome for the City.

At RICK we pride ourselves on delivering exceptional results and providing innovative solutions for our clients. With a deep understanding of the City of Menifee's requirements, we have meticulously crafted a proposal that aligns with your goals and objectives, while leveraging our core strengths. Working out of our San Diego office, with support from our local Riverside office assure the project will be staffed and resourced as needed. Key strengths of our firm and the comprehensive team we have formed with TYLin include:

Expert Project Management with Local Experience: Our highly experienced project management team has extensive local experience and excels in coordinating complex projects, ensuring seamless execution, and effective communication. We prioritize collaboration and maintain open channels of communication with all stakeholders, facilitating smooth and successful project delivery.

GIS Expertise: With our expertise in intelligent GIS programming and previous experience with the Drainage Master Plan (DMP), our team is well-equipped to conduct a comprehensive analysis of the bridge and culvert inventories.

Rigorous Field Survey and Inspection Capabilities: Our dedicated field inspectors possess in-depth knowledge and experience in conducting thorough site visits. They meticulously document and photograph asset conditions, adhering to industry standards and best practices. Our inspection reports, coupled with TYLin's structural expertise, provide accurate and actionable recommendations, ensuring informed decision-making for the City.

Technological Innovation: We leverage cutting-edge technology, including web-based applications and GIS databases, to enhance data collection, analysis, and reporting. Our state-of-the-art tools streamline processes, improve efficiency, and provide user-friendly interfaces for easy access and management of project data.

By partnering with TYLin, we have strengthened our team to provide the City with a truly comprehensive solution. TYLin's in-depth understanding of local structural regulations, infrastructure challenges, and community needs complements our expertise, enabling us to deliver the best possible outcome for the City.

We firmly believe that our firm's key strengths, combined with our partnership with TYLin, make us the ideal team for the Citywide Bridge/Culvert Inventory Study. We are confident in our ability to meet and exceed your expectations, while adhering to the highest industry standards.

Thank you for considering our proposal. We are eagerly awaiting the opportunity to further discuss how our expertise, capabilities, and partnership with TYLin align with your project requirements. Should you have any questions or require additional information, please do not hesitate to contact me directly at (619) 241-5827, BHastie@rickengineering.com, or Andrew Thies, CFM, Project Manager, at (619) 269-0137, AThies@rickengineering.com.

RICK acknowledges receipt of the following addendum/addenda and we have adjusted our proposal accordingly;

CIP 22-14 Addendum No. 1.

Sincerely,

RICK Engineering Company

A handwritten signature in blue ink that reads 'Brendan Hastie'.

Brendan Hastie, PE, LEED AP
Principal-in-Charge

Authorized Representative:

Brendan Hastie, PE, LEED AP, Water Resources Department, is authorized to execute legal documents on behalf of RICK Engineering Company.

x A handwritten signature in blue ink that reads 'Brendan Hastie'.

Brendan Hastie, PE, LEED AP, Principal

** This project is to be assigned to our San Diego office.*

5620 Friars Road • San Diego, California 92110-2596 • (619) 291-0707 • www.rickengineering.com

SAN DIEGO RIVERSIDE ORANGE SANTA CLARITA SACRAMENTO SAN LUIS OBISPO LAS VEGAS DENVER PHOENIX TUCSON

RICK CITY OF MENIFEE | CITYWIDE BRIDGE/CULVERT INVENTORY STUDY | RFP NO. 2023-23

1



SECTION 2

EXPERIENCE AND QUALIFICATIONS OF THE FIRM

2. Experience & Qualifications of the Firm



RICK Engineering Company (RICK) is highly experienced and possesses the necessary qualifications to successfully conduct a comprehensive Bridge/Culvert Inventory Study for the City of Menifee, encompassing its vast 46 square miles. Renowned for our trusted GIS, design, and engineering services, RICK has strategically partnered with T.Y. Lin International (TYLin), a longstanding collaborator, to leverage their valuable specialty expertise in structural engineering, recent and extensive work with the City, and their strong partnership with RICK. Together, our teams bring a wealth of knowledge to inventory, map, and evaluate the current condition and structural integrity of the aging facilities, while providing appropriate recommendations for continuous inspection and maintenance of these critical infrastructure components.

FIRM OVERVIEW

RICK is an award-winning, multi-disciplinary planning, design, and engineering firm with a 68-year history of enhancing communities across Southern California and the western United States. Boasting over 400 employees, RICK offers a comprehensive range of services, starting from initial planning through concept development, final designs and plans, and implementation. Our close-knit, people-focused culture fosters an impressive 85% employee retention rate, ensuring long-term team continuity and familiarity with project requirements, as well as related standards, protocols, and best practices. With seamlessly integrated in-house design disciplines across our 11 offices, RICK has the ability to provide comprehensive services that maximize project quality and deliverable efficiency through the strategic utilization of staff resources throughout our organization.

At RICK, we leverage our legacy. With deep roots in Southern California and a reputation for delivering quality work, professional integrity, technical innovation, and project collaboration, we consistently drive project success. Today, leveraging a broad range of seamlessly integrated design disciplines, our team of 400+ certified and qualified employees offers clients a suite of in-house services that facilitate optimal project quality, efficiency, and delivery.

We help clients achieve their vision through innovative design, creative problem-solving, and proven project delivery. Our approach involves partnering with clients to achieve their objectives and produce projects that strike a balance between municipal needs and regulatory requirements.

Implementation is at the core of our work. RICK understands the critical importance of implementation in bridge and culvert GIS inventory, inspection, and assessment projects. We recognize that accurate and comprehensive data collection, thorough field inspections, and diligent assessment are the foundation of a successful project. Our experienced team is skilled in executing complex projects, ensuring that all aspects are meticulously planned and executed. From the initial stages of data compilation to the final stages of assessment and reporting, we are dedicated to delivering tangible and actionable results that align with our clients' objectives. By prioritizing implementation, we ensure that the bridge and culvert inventory project is carried out efficiently and effectively.

Collaboration is key to our process. At RICK, we strongly believe that collaboration is a driving force behind successful projects. We foster a collaborative environment that promotes open communication and active engagement with all stakeholders involved in the project.

2. Experience & Qualifications of the Firm



We recognize the value of collaboration in understanding our clients' needs, incorporating their insights, and working closely with them throughout the entire project lifecycle. By actively involving our clients and leveraging their expertise, we enhance the accuracy and relevancy of the inventory, inspection, and assessment processes. Our collaborative approach ensures that our clients' goals are fully understood and achieved, resulting in comprehensive and valuable outcomes for their bridge and culvert infrastructure.

CURRENT WORKLOAD

All proposed team members are available and committed to the City. The project team outlined in this proposal is dedicated to this project and has the necessary capacity to meet the City's desired scope and timeline. We understand the importance of resource management and have carefully evaluated the availability of our staff members.

FIRM EXPERIENCE

RICK has extensive experience in conducting asset inventory, field inspections, and data assessment services for municipalities. We recognize the critical importance of accurately identifying and cataloging the existing bridges and major culverts that traverse the City's roadways.

Our project team, led by Brendan Hastie, PE, a Principal with over 20 years of experience at RICK, and supported by Project Manager, Andrew Thies, CFM, consists of dedicated civil engineers, water resources engineers, and GIS technicians. Collectively, we have successfully delivered similar projects for various municipalities, demonstrating our expertise in managing asset inventory projects, providing reliable data assessments, and delivering valuable insights to inform decision-making processes.

As consultants for the City, we consider ourselves partners and collaborators, working closely with your staff to achieve the project goals. Our approach emphasizes early engagement with your team to fully understand critical constraints and project requirements. We prioritize responsiveness to address any concerns, provide guidance, and offer our expertise throughout the entire process. Our commitment is to meet critical scheduling deadlines and deliver high-quality results that align with your expectations.

RICK fully comprehends the need to identify and inventory the existing bridges and major culverts within the City, encompassing researching historical data, performing field inspections, and providing comprehensive recommendations for their continuous use, maintenance, and longevity. The accomplishment of these tasks necessitates the appropriate allocation of resources and close project management and coordination with the City. We will manage this contract from our San Diego office, leveraging the combined experience and resources of both our Riverside and San Diego offices as required. With our proven experience and capacity, we are confident in our ability to meet the City's needs. We have a track record of successfully completing multiple design and engineering services for the City of Menifee and surrounding communities. For further details, please refer to the section 6, References/Similar Engagements with Other Local Government Entities, which provides details on RICK's local and relevant projects, which highlights our successful contributions in asset inventory, field inspection, and data assessment.



2. Experience & Qualifications of the Firm



FIRM STRENGTH, STABILITY AND STAFFING CAPACITY

RICK is committed to providing full staffing and resources necessary to complete anticipated tasks from this contract. In the event of a high volume of work or an emergency, each staff member will be able to extend their time and effort to meet the unexpected conditions. We have specifically organized our team with the resources to support local assignments, which will ensure that we meet scope and schedule requirements for this contract and have the flexibility to react to peak workloads. With over 29 professionals in Riverside and over 200 professionals in San Diego, we have the capability and capacity to perform for the City of Menifee.

MEETING SCHEDULES AND BUDGETS

RICK regularly uses a series of project control procedures and methods as a basis for planning, schedule monitoring, and accommodating project variables or changes. Project controls are accomplished through a combination of an effective system of both tracking tools and effective management activities. The following are examples of the activities and tools to be utilized for this project:

Management Activities:

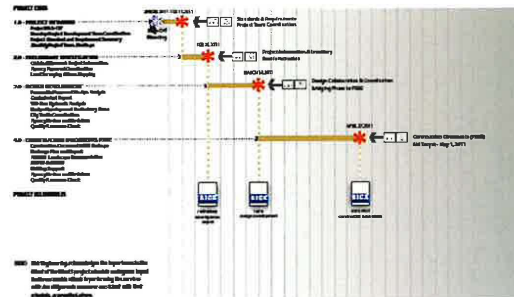
- Effective staff supervision and communication
- Continuity of staff assignments
- Regular and team meetings and resolution of issues
- Prompt meeting minutes identifying action items and assignments
- Proven QA/QC process throughout all stages of the project

Management Tools:

- Setup of a detailed project schedule at the initiation of work
- Schedule tracking of critical path items and forecast dates
- Resource tracking to forecast needs to meet project workload/staffing requirements
- Progress tracking of actual versus scheduled work
- Cash flow tracking to track actual costs versus budgeted costs

The tools used will enable RICK to effectively coordinate with the City to have a constantly available progress database from which to monitor and make adjustments to the project milestones, as may be necessary. A combination of data from our accounting system of tracking time sheets and task order billings is integrated into a project planning system. The resulting reports can be issued both graphically and in spreadsheet formats to demonstrate the status of the requested tracking disciplines.

Project budget status and control are the responsibility of our Project Manager. In order to keep current on the status of project budgets, our Project Manager reviews reports of incurred costs at a minimum of twice monthly and more often during peak work periods. A monthly report is prepared showing invoiced amounts versus budget amounts by project milestone, along with a progress report of the amount of work completed versus that planned. In-house budget control is accomplished through a combination of effective staff supervision, continuity of staff assignments, continuous communication, and timely resolution of issues.



SUBCONSULTANT TEAM

Continuing to build upon our longstanding relationship, RICK Engineering has partnered with **T.Y. Lin International (TYLI)**. TYLin is a reputable global full-service infrastructure engineering firm with 3,200 employees in 65 offices across the Americas and Asia. As a California Corporation and a partner of the City, TYLin has a proven track record of providing innovative, cost-effective, and constructible designs for public infrastructure clients.

TYLin

TYLin's Southern California staff have made significant contributions to the

successful delivery of a wide variety of project types while operating from offices in Los Angeles, Irvine, Ontario, and San Diego. The experienced TYLin staff is well-versed in managing projects throughout the entire development cycle, from initial concepts and planning to final design and construction management. They have demonstrated expertise in creating and enhancing various facilities, ranging from local streets and intersections to highways, freeways, and even iconic signature structures. With TYLin as our partner, we bring the City of Menifee a team that is fully equipped to provide the comprehensive range of services required for the bridge/culvert study.



SECTION 3

PROJECT TEAM QUALIFICATIONS/ QUALIFICATIONS OF KEY PERSONNEL

3. Project Team Qualifications/Qualifications of Key Personnel



FIRM HISTORY

Founded in 1955 in San Diego, RICK is an award-winning, multi-disciplinary landscape architecture, planning, engineering, and design firm with a history of responding to complex infrastructure challenges throughout the western United States. With a broad pool of technical talent and time-tested project management and quality control protocols, RICK offers a full range of services from initial planning and project studies through final design and construction administration. We have substantial experience with the local environment. Our key personnel and staff have a strong understanding of local issues, standards, and conditions and will bring their valuable regional knowledge to the project. Our staff has the knowledge and experience with cities and public agencies in Riverside County. This includes work performed for Menifee and many local public agency clients such as the Cities of Rialto, Moreno Valley, and Rancho Cucamonga. Our Project Managers work diligently to oversee project tasks with staff members, City Officials and Principals-in-Charge to ensure the integrity of the project is on budget and on time.

RICK has a diverse workforce of more than 400 professionals who collaborate and work seamlessly from offices in California, Colorado, Arizona, and Nevada. Regardless of location, clients have access to the RICK network of industry experts and concentrated project knowledge and best practices. RICK fosters a close-knit, people-focused culture that yields an industry high employee retention rate. Our employee longevity allows for long-term team continuity and familiarity with project requirements as well as related regulations, standards, and best practices. **Over the past seven decades, RICK has built a reputation for providing quality services based on a long-established understanding of its local communities and clients' needs.**

RICK hires individuals who design with the future in mind. We stay true to our fundamentals, and evolve with technology paradigm shifts and sustainable design practices. At RICK, we leverage our legacy. Our deep roots in the communities where we work coupled with our reputation for quality work, professional integrity, technical innovation, sustainable business practices, and project collaboration drives project success.

With a broad range of seamlessly integrated design disciplines, RICK provides its clients a suite of services that is managed in-house to facilitate optimum project quality, efficiency, and delivery.

Our licensed professional staff are qualified to provide the following services:

- ♦ Civil Engineering
- ♦ Traffic Engineering & Planning
- ♦ Transportation Engineering
- ♦ Landscape Architecture
- ♦ Water Resources Engineering
- ♦ Surveying, Mapping & Photogrammetry
- ♦ GIS & Geospatial Technology Services
- ♦ High Definition Surveying
- ♦ Storm Water & Environmental Services
- ♦ Urban Design & Planning
- ♦ Redevelopment & Community Revitalization

PROJECT MANAGER/ POINT-OF-CONTACT

ANDREW THIES, CFM
Project Manager
(619) 291-0707
athies@rickengineering.com

OFFICE LOCATION

SAN DIEGO
5620 Friars Road
San Diego, CA 92110
(619) 291-0707

YEAR FOUNDED
1955

FORM OF ORGANIZATION
Corporation

**NUMBER OF FIRM
EMPLOYEES**
400+



11 OFFICE LOCATIONS

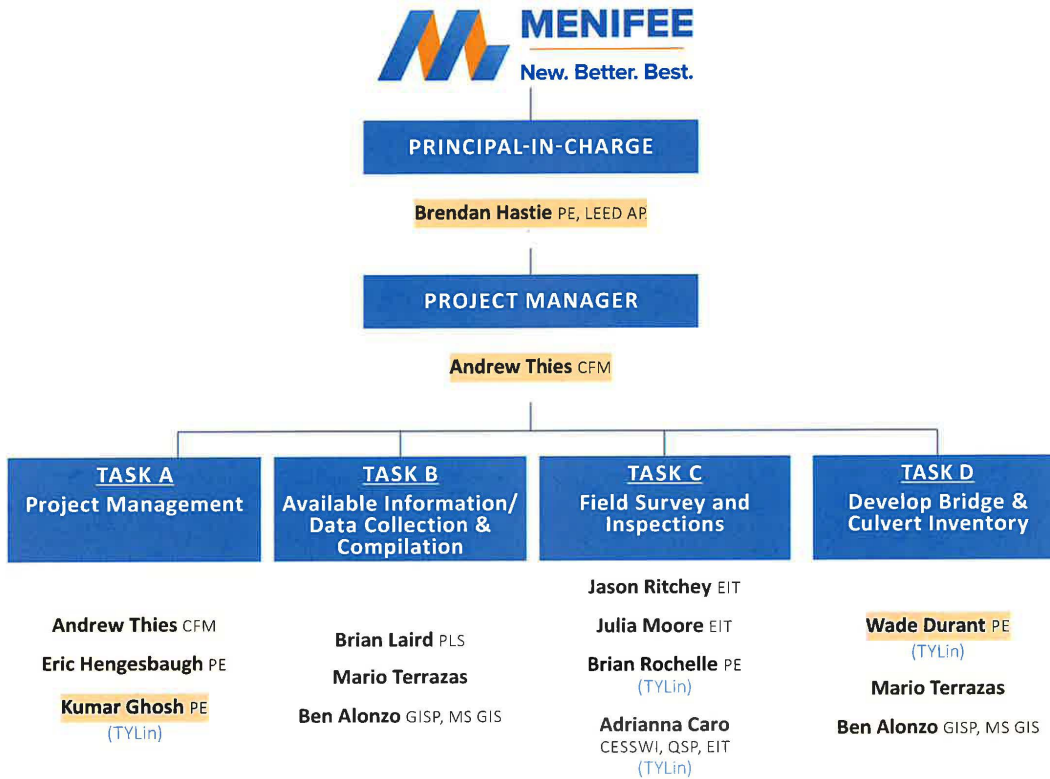
San Diego, California
Riverside, California
Orange County, California
Santa Clarita, California
Sacramento, California
San Luis Obispo, California
Phoenix, Arizona
Tucson, Arizona
Las Vegas, Nevada
Centennial, Colorado
Arvada, Colorado

3. Project Team Qualifications/Qualifications of Key Personnel



ORGANIZATIONAL CHART

The project will be supported by the following team members, each possessing their respective areas of expertise. Throughout the duration of the project, these individuals will be available as proposed. Furthermore, it is essential to note that any person designated as "key" to the project will not be removed or replaced without obtaining written consent from the City beforehand. Detailed resumes of the staff members are included on the subsequent pages.



* All staff are RICK employees, unless otherwise noted. | Highlighted are the Key Personnel.

PROJECT MANAGER



Andrew Thies, CFM

Andrew Thies is a Principal Water Resources Project Manager at RICK. He has extensive experience specializing in programmatic solutions for public clients. Mr. Thies has expanded his water resources experience and passion for GIS to assisting public clients with a multitude of asset inventory, inspection, and management projects extending from storm drains, to roadway, and sidewalks. Mr. Thies is proficient in ArcGIS datasets, ESRI Services, Survey123, and the integration of GIS data with asset management programs.

3. Project Team Qualifications/Qualifications of Key Personnel



RESUMES

The following section includes resumes of key staff and brief summaries of our support staff outlining their role and qualifications.



**Brendan
Hastie**
PE, LEED AP

* Key Personnel

PROJECT ASSIGNMENT
Principal-in-Charge

EXPERIENCE
22 Years

EDUCATION
BS, Civil Engineering,
Penn State University

REGISTRATION
Professional Engineer
California, No. 65809

LEED Accredited
Professional

PROFESSIONAL AFFILIATIONS
American Public Works
Association (APWA)
California Storm Water
Quality Association (CASQA)
Floodplain Management
Association (FMA)
Consultation Panel
Member for Water Quality
Improvement Plan (WQIP)
for San Diego River
Green BMP Workgroup for
San Diego River - Member
Technical Advisory
Committee (TAC) for:
- City of San Diego Alternative
Compliance Program
- County of San Diego Low Impact



Brendan Hastie is a Principal at RICK, where he manages a design team for preparing hydrologic, hydraulic, and water quality treatment analyses and design. Brendan has experience in a variety of water resources projects including H&H analysis, drainage design, flood plain studies, erosion, and sediment control, hydromodification management, low impact development, and water quality treatment facilities. He is very familiar with drainage design requirements, including variable H&H criteria throughout Southern California, and has prepared studies and designs ranging from the conceptual phase to final engineering, including plans, specifications, and cost estimates. He has managed city-scale projects that include large data sets and asset management, including the Master Drainage Plans for the City of Menifee, County of San Diego, City of San Marcos, City of Lemon Grove, and City of San Diego.

Representative projects include:

City of Menifee Master Drainage Plan, Menifee, CA: Brendan served as the Project Manager and Principal-in-Charge for this project. The project included developing a Master Drainage Plan that included a fully connected existing condition storm drain system, recommended improvements with a proposed condition model, bundled projects with opinion of probable construction cost, and identified regional improvement opportunities. GIS data was compiled and corrected to generate a fully connected system; the team then developed a 1D/2D H&H model based on the existing inventory. Storm drain recommendations were for the existing systems and backbone infrastructure was proposed for future development.

REFERENCE: Carlos Geronimo, Principal Engineer City of Menifee, (951) 723-3722, cgeronimo@cityofmenifee.us

City of Lemon Grove Master Drainage Plan, Lemon Grove, CA: Brendan assisted the City of Lemon Grove in leveraging SB1 funding by performing CCTV of existing Corrugated Metal Pipe (CMP) storm drains, assessing the existing drainage deficiencies, and establishing a Drainage Master Plan (DMP) with drainage and water quality recommendations. The study area is in the City of Lemon Grove with drainage infrastructure consisting of pipes, culverts, open channels, and ditches. RICK synthesized high-resolution data to assess existing drainage conditions within the study area and subsequently used detailed modeling to propose improvements to the storm drain infrastructure.

REFERENCE: Mike James, Assistant City Manager/*Former Director of Public Works*, (619) 339-0945, mjames@elcagon.gov

Rancho Bella Vista, Riverside, CA: Brendan prepared hydrologic and hydraulic studies, onsite drainage and detention studies, and water quality management plans (WQMPs) for several planned phases of the community development located in an 85-acre project site in Riverside County, California. The WQMPs followed the guidelines set for in the Riverside County Water Quality Management Plan for Urban Runoff, including descriptions of post-construction BMPs planned for the project, descriptions of pollutants and Hydrologic Conditions of Concern related to the project and project site; planned site design BMPs, source control BMPs, and treatment control BMPs; and operation and maintenance plans.

Roripaugh Ranch, Temecula, CA: Brendan served as Water Resources Project Manager to address Hydrology and Water Quality for a revised layout and zoning for the site. Included assessing drainage, water quality treatment, and hydromodification management requirements for various development areas within the overall project footprint, while ensuring no adverse impacts to the existing channel and downstream receiving waters. The Preliminary WQMP is being used to support processing through various resource agencies (i.e., RWQCB, ACOE, USFWS).

3. Project Team Qualifications/Qualifications of Key Personnel



Baxter Crossing, Wildomar, CA: Brendan served as Water Resources Project Manager to address Hydrology and Water Quality issues for the proposed mixed-use project. Included an evaluation of potential drainage-related impacts based on the upstream drainage areas, existing conveyance through the site, and downstream connections to existing storm drains and channel locations. Efforts also included preparation of a Water Quality Management Plan (WQMP) for compliance with the MS4 Permit, including design of on-site water quality basins to treat storm water runoff prior to discharging from the site.

Chollas Creek Watershed Master Plan, San Diego, CA: Brendan served as Project Manager. The project included utilizing high-resolution spatial datasets to generate detailed H&H models. A holistic modeling program (PCSWMM) was used to prepare the existing and proposed coupled H&H models for the 2, 10, 50, and 100-Year (24-Hour) storm events for over twenty-seven (27) square miles of the City of San Diego. As a pilot study these models were done using two different methods, first as one-dimensional dual drainage models and second as 1D-2D dual drainage model to allow for the dynamic interaction between the two-dimensional (2D) surface routing, storage, detention, and one dimensional (1D) pipe flow to provide a finely detailed model of the study areas drainage infrastructure.

Integrated Winter Gardens Drainage Plan, San Diego, CA: Brendan served as Principal in Charge. RICK prepared a comprehensive drainage plan for the County of San Diego aimed at identifying opportunities for water quality improvements while factoring in the need to improve flood control infrastructure. A 2D model was developed that identified opportunities for water quality and flood control improvements.

El Camino Real Bridge Widening/San Dieguito River, San Diego, CA: Brendan served as Project Engineer for Water Resources design and modeling of the San Dieguito River hydraulic analyses and revised mitigation design. The project included reviewing and updating previous hydraulic studies using HEC-RAS for existing and proposed conditions including the preferred eastern alignment alternative. Reports included a Location Hydraulic Study for CALTRANS approval, Hydraulic Study for the San Dieguito River, and write-ups for the Hydrology and Water Quality section of the EIR for the project. Coordination involved review and implementation of EIR comments, adjacent property owner comments and development plans and reports, and processing through the Resource Agencies, specifically including the conceptual mitigation design and its hydraulic constraints and criteria.

West Mission Bay Drive Bridge Replacement, San Diego, CA: Brendan served as Project Engineer for preparation of a Bridge Hydraulic Report for bridge replacement design alternatives to assess the hydraulic impact of the proposed West Mission Bay Drive bridge replacement over the San Diego River. Prepared a Location Hydraulic Study, Storm Water Data Report, Water Quality Assessment Report and Construction impact Bridge Hydraulic Report documents to support processing of the proposed project with Caltrans Local Assistance, the Army Corps of Engineers, and the San Diego Regional Water Quality Control Board, as well as other environmental stakeholders.

City of Riverside Northside Neighborhood and Pellissier Ranch Specific Plan, Riverside, CA: Brendan served as Water Resources Project Manager to provide drainage and storm water quality related baseline information and as-needed support in developing the Northside Specific Plan and Program Environmental Impact Report (PEIR) for the City of Riverside. The Northside Specific Plan technical report was prepared to help generate discussion between all stakeholders, staff, consultants, and decision makers that will help shape future development within the Northside Neighborhood on both public and private lands.

Various Clients, WQMPs/SWQMPs/SWMPs/WQTRs, Southern California: Brendan manages a water resources design group that has prepared hundreds of Water Quality Management Plans (WQMPs), Storm Water Quality Management Plans (SWQMPs), Storm Water Management Plans (SWMPs), and Water Quality Technical Reports (WQTRs) since the inception of SUSMP requirements in the early 2000's MS4 Permits, including compliance with the 2009 MS4 Permit for Santa Ana Region and Statewide Phase II MS4 Permit. Projects have been located throughout the various southern California MS4 regions, CALTRANS, MTS, School Districts, and others. These have included both public works and land development projects. Experience has also included performing third party reviews for WQMPs/ SWQMPs/SWMPs/WQTRs for various municipalities.

Fallbrook Community Airpark, Fallbrook, CA: Brendan served as Lead Water Resources Engineer to analyze the existing and proposed storm water management and drainage facilities. Design included integrated management practices (IMPs) for LID, water quality treatment, and hydromodification management control. Features included swales, bioretention features, and extended detention basins. Work also included coordination with design team and county staff to meet FAA criteria in addition to County of San Diego criteria.

3. Project Team Qualifications/Qualifications of Key Personnel



**Andrew
Thies CFM**
* Key Personnel

PROJECT ASSIGNMENT
Project Manager

EXPERIENCE
10 Years

EDUCATION
BS, Civil Engineering,
San Diego State University

REGISTRATION
ASFPM Certified Floodplain
Manager, No. US-17-09950

Andrew Thies is a project engineer with ten years of experience in the field of water resources engineering. He specializes in the use of GIS to develop asset inventories, assess current condition, model existing capacities, developing comprehensive solutions, and integrating those solutions into asset management programs. He has produced many drainage and water quality reports for private and public clients and has developed a methodology for completing complex master plans for large areas to efficiently provide detailed and prioritized maintenance and CIP recommendations. He performs advanced hydrologic and hydraulic calculations using multiple programs and methods. He has extensive experience in using a combination of GIS and H&H modeling platforms to develop drainage master plan models of varying resolution and type. His experience in master planning extends across multiple modeling platforms and from 1-Dimensional storm drain modeling of backbone systems to high resolution 1D-2D dynamically connected storm drain and surface conveyance modeling to the inlet scale and multiple in-between. Andrew is proficient in EPA SWMM, ICM, XPSWMM, PCSWMM, HEC-RAS, ArcGIS datasets, ESRI Services, Survey123, and the integration of GIS data with asset management programs.

Representative projects include:

City of Lemon Grove Sidewalk Master Plan and Walkability Study, Lemon Grove, CA:

Andrew served as Project Manager. This project included the development of a citywide sidewalk inventory including a ESRI Solutions based schema, field assessment of over sixty (60) miles of mapped sidewalks, and integration of assessment results into the City's CityWorks asset management system. This project utilized machine learning data extraction to extract sidewalks linework from high resolution LiDAR data as the basis of the inventory development and the use of ESRI Field Maps IOS and web-application to efficiently identify, locate, assess, and document (including photos) all defects in the existing sidewalk inventory.

REFERENCE: Izzy Murguia, Public Works Director, (619) 825-3814,
imurguia@lemongrove.ca.gov

Countywide Inlet Mapping, Collection, and Drainage Area Delineations, San Diego, CA:

Andrew served as Project Manager. RICK prepared inlet mapping and delineations to over 5,500 inlets collecting surface flow within County of San Diego. The existing inlet and storm drain inventory were edited and corrected to align with the 2014 or later LiDAR and imagery. Inlets were flagged if they received flow from priority land use (PLU) areas. To support the effort to comply with the State Trash Amendments, part of the final submittal provided contributing acres to each of these inlets and the area and type of PLU and non-PLU area within the contributing area along with a pathway to compliance.

REFERENCE: Charles Mohrlock, County of San Diego Watershed Protection, (619)490-9640, Charles.Mohrlock@sdcounty.ca.gov

Menifee Drainage Master Plan, Menifee, CA: Andrew is serving as Deputy Project Manager for this project and is assisting the City of Menifee in developing an DMP that will include a fully connected existing condition storm drain system, recommended improvements with a proposed condition model, bundled projects with opinion of probable construction cost, and identified regional improvement opportunities.

City of San Marcos Master Drainage Plan, San Marcos, CA: Andrew served as Project Engineer. RICK prepared a Citywide MDP for the City of San Marcos utilizing PCSWMM. Existing city owned drainage facilities were identified, mapped, and incorporated into a GIS-based PCSWMM model for analysis. A one dimensional (1D) model approach was used for this master plan to allow the deficiencies of the existing storm drain network to become apparent and upsized to the appropriate size for a proposed condition model. The analysis was used to support recommendations for the City's CIP and associated opinions of costs.

Lemon Grove Drainage Master Plan, Lemon Grove, CA: Andrew served as Project Manager for this project, where he assessed the drainage components of the DMP by utilizing high-resolution spatial datasets to generate detailed H&H models. A holistic modeling program was used to prepare models for the 2, 10, and 100-Year (24-Hour) storm events for over five square miles of the City.



3. Project Team Qualifications/Qualifications of Key Personnel



**Kumer
Ghosh**
PhD, PE

★ Key Personnel

PROJECT ASSIGNMENT
Task A: Project Management

EXPERIENCE
21 Years

EDUCATION
PhD, Structural Engineering,
University of California, San Diego

MS, Civil Engineering,
University of Toronto,
Canada (Connaught Scholar)

BE (Gold Medalist),
Civil Engineering,
Jadavpur University

REGISTRATION
Professional Engineer, CA,
No. 72555

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers

Chair, ASCE San Diego,
Transportation Committee,
2019-2020

Vice President, ASCE San Diego
General Section, 2022-current

TYLin

Dr. Kumer Ghosh has over 20 years of professional experience in planning, management, design, and delivery of structural work in multi-faceted transportation projects, including bridge/viaduct, trench, aerial guideways, and earth retaining structures. Kumar was the Project Manager/Engineer and Lead Design Engineer for several bridge widening/retrofit/replacement projects as well as design of non-standard signature pedestrian bridges with complex geometric and architectural features. Additionally, Kumar has extensive knowledge in the field of bridge damage detection and health monitoring as well as strengthening/retrofit of deficient bridge components using Fiber Reinforced Plastic (FRP) composite material.

Representative projects include:

Los Angeles World Airports (LAWA), APM Guideway Inspection, Los Angeles, CA:

Kumer is the Structures Project Manager for the baseline inspection and setting the Inspection Work Plan for the Automated People Mover (APM), a 2.25-mile elevated guideway with six stations that will carry the electric train system between the terminals and facilities of Los Angeles Airport (LAX).

REFERENCE: Shawn Benedict, Program Director, MORGNER, Office: (323) 900-0030, Cell: (206) 388-6122, sbenedict@morgnerco.com

Bridge Construction Monitoring and Repair Plan, Metro, 1st Street Viaduct Modification, Los Angeles, CA:

Modification of the historic 100-year old 1st Street Viaduct in Los Angeles required the development of a bridge monitoring plan during construction. Kumer led the development of guidelines for a continuous structural health monitoring system using automated total stations and array of survey points providing web-based structure monitoring.

REFERENCE: Androush Danielians, LA Metro, Senior Executive Officer, Project Engineering Office: (213) 922-7598, Cell: (818) 653-6977, danieliansa@metro.net

Los Angeles Metropolitan Transportation Authority (Metro), Metro Division 20 Portal Widening Turnback DSDC, Los Angeles, CA:

Kumer was the Structure Design Manager/Engineer of Record (EOR) for coordinating DSDC services related to modifications of the 1st Street Viaduct. Responsibilities included coordination, review, and approval of RFIs, Submittals and field requests. These submittals included means and methods, materials selected and Construction Work Plan for modifications and repair of the bridge.

City of Oceanside, Douglas Drive Bridge Seismic Retrofit, Oceanside, CA: Kumer is the Design Lead for developing the seismic retrofit strategy for the Douglas Drive Bridge. The existing bridge piers will experience liquefaction during a seismic event resulting in loss of axial and shear capacity of the existing piles. The project involves developing a retrofit strategy and replacement alternatives. The bridge is located within the US Army Corps of Engineers (USACE) levee easements, which requires careful consideration of hydraulic impacts of the retrofit.

Caltrans D59, LA-1 Bridge Seismic Retrofit Caltrans On-Call TO, Long Beach, CA: Kumer is the Task Order Manager and Project Manager for the Caltrans Structure On-Call Design Services to provide design calculation, plans, quantities, quality certification, construction support and As-Builts for the seismic retrofitting and upgrading two existing bridges. The retrofit includes providing hinge and abutment retrofits while also providing for added traffic capacity through adding an overhang. CFRP bars are used to provide the strength for the overhang upgrade. Kumer is responsible for leading the coordination between the Client Functional Units (Geotech, District Design and Office of Earthquake Engineering) and the TYLin/MGE (subconsultant) design team.

Caltrans, Office of State Bridge Engineer Support, Caltrans 59A1037014 – D59 ABC Manual, Caltrans D59 Research, and Innovation On-Call, Sacramento, CA: Kumer was involved in the development of a Caltrans ABC Manual, in digital online and printable format, to support efficient and consistent ABC practice in California. The purpose of the manual is to provide guidance for the evaluation, planning, design, construction, and administration of projects using ABC design methods and materials.

3. Project Team Qualifications/Qualifications of Key Personnel



**Wade
Durant PE**
* Key Personnel

PROJECT ASSIGNMENT
Task D: Develop Bridge & Culvert Inventory

EXPERIENCE
32 Years

EDUCATION
BS, Civil Engineering,
Northern Arizona University, Arizona

REGISTRATION
Civil Engineer:
CA - No. 52225,
NV - No. 019515,
UT - No. 7049205,
AZ - No. 51561

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers
(ASCE), Transportation Group
Construction Management
Association of America (CMAA)

Wade Durant is the Manager of Field Engineering Services for TYLin Southern California operations. His responsibilities include coordination of construction management and inspection projects, managing inspection and field engineering staff, as well as performing resident engineering and inspection assignments. Mr. Durant has 30 years of experience in the field of bridge construction and design engineering including 4 years as a Bridge Engineer with Caltrans, sourced to the Office of Structures Construction in District 11. He has worked as a construction Resident Engineer or Inspector on over 90 bridges, retaining walls, and similar structures

Representative projects include:

Caltrans, SR 125/SR 905/SR 11 Interchange, San Diego County, CA: As part of the Caltrans Structures Construction On-Call contract, Wade is the Structure Representative for 7 bridges, including 2 multi-frame connector ramps, and multiple retaining walls on this large interchange project, and is responsible for overseeing and training multiple new Caltrans Structures Construction employees.

REFERENCE: Brandon Farmer, Senior Bridge Engineer, Caltrans Office of Structures Construction, Cell: 858-688-1375, brandon.farmer@dot.ca.gov

City of Chula Vista, Willow Street Bridge Replacement, Chula Vista, CA: Resident Engineer for the replacement of an existing 27-span slab bridge over the Sweetwater River with a wider 5-span cast-in-place post-tensioned box girder bridge, built in two stages. The new bridge is 83 feet wide and 620 feet long. The project also includes a 650-foot-long double box culvert with multiple inlets, revisions of two busy intersections, new multi-use pedestrian and equestrian path, and new pavement, curb and sidewalk, permeable pavement, and biofiltration system inlets. Wade is performing all construction management duties including review of all submittals and progress payment applications and managing field staff for inspection of all construction elements.

REFERENCE: Greg Tscherch, City of Chula Vista, Senior Civil Engineer, Office: (619) 409-1974, GTscherch@chulavistaca.gov

Los Angeles World Airports (LAWA), APM Guideway Inspection, Los Angeles, CA: Wade provided field inspection for the Automated People Mover (APM), a 2.25-mile elevated guideway with six stations that will carry the electric train system between the terminals and facilities of Los Angeles Airport (LAX).

REFERENCE: Shawn Benedict, Program Director, MORGNER, Office: (323) 900-0030, Cell: (206) 388-6122, sbenedict@morgnerco.com

Roripaugh Valley Restoration, LLC, Roripaugh Ranch Consplan Bridges, Temecula, CA: Resident Engineer/Inspector on three two span, precast concrete, Consplan arch structures, founded on cast-in-drilled-hole (CIDH) concrete piles. Wade managed a team of two inspectors and coordinated all material testing on this developer owned project for the City of Temecula.

Caltrans District 59, On-Call Contract – Bridge Maintenance, San Diego and Imperial Counties, CA: Bridge Inspector for a Caltrans On-Call Bridge Maintenance Task Order providing construction support for maintenance work on 55 bridges in Caltrans District 11 along I-5, I-8, and SR 111.

San Diego Association of Governments (SANDAG), Blue and Orange Lines Trolley Bridge Inspections, San Diego County, CA: Responsible for overseeing bridge inspections along the Blue and Orange Lines of the Metropolitan Transit System (MTS). A total of 16 steel or concrete bridges as well as one culvert was inspected, equaling 7,024 linear feet. A Conditions Assessment and Rating was provided for each structure. Element level inspection forms were generated which rated each of the element components for each structure based on Caltrans' Element Level Inspection Manual.

- City of Carlsbad, Bridge Preventive Maintenance Program (BPMP), Carlsbad, CA
- Caltrans/ City of San Diego, Bridge Preventive Maintenance Program (BPMP), San Diego, CA



3. Project Team Qualifications/Qualifications of Key Personnel



**Eric
Hengesbaugh**
PE

PROJECT ASSIGNMENT
Task A: Project Management

EXPERIENCE
7 Years

EDUCATION
MS, Recreation Sports Management,
Cal State University, Northridge

BS, Civil & Environmental
Engineering, University of California,
Los Angeles

REGISTRATION
Professional Engineer, No. 93931

PROFESSIONAL AFFILIATIONS
Floodplain Managers Association –
Emerging Professionals

- San Diego Regional
Representative

Eric Hengesbaugh is an Assistant Water Resources Project Manager in RICK's Water Resources Division where he manages a design team that focuses on hydrologic and hydraulic analyses, drainage system design, water quality, and hydromodification management designs for public works projects and private developments. Eric has also been a lead in the effort for the City of San Diego to inspect drainage assets including culverts, basins, and channels.

Representative projects include:

City of San Diego Channel Prioritization – Channel, Basin, and Structure Inspection, San Diego, CA: Eric serves as Water Resources project lead in support of the City of San Diego's task to identify maintenance needs through an annual inspection and prioritization process. Annually, stormwater facilities (channels; ditches; basins; structures) are visually inspected to determine the probability and consequence of flooding. Maintenance activities are then prioritized through a maintenance benefit analysis that includes scoring from annual inspections, public input, and a hydrology and hydraulic analysis.

El Camino Real Bridge, San Diego, CA: Eric serves as Water Resources lead designer involved in the design and hydraulic analysis of the proposed bridge (estimated cost of ~\$20 million). The hydraulic study is to be used to support a No-Rise condition for the proposed bridge and associated roadway widening. The project is federally funded; therefore, the project is also being designed to satisfy the requirements of the Federal Highway Bridge Program and AASHTO roadway design criteria, including processing through the California Department of Transportation (CALTRANS).



**Jason
Ritchey**
EIT

PROJECT ASSIGNMENT
Task C: Field Survey & Inspection

EXPERIENCE
4 Years

EDUCATION
BS, Environmental Engineering,
San Diego State University

REGISTRATION
Engineer-In-Training, No. 167855

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers
(ASCE)

Jason Ritchey is a Principal Water Resources Designer in RICK's Water Resources Division. He serves on a design team that prepares hydrologic and hydraulic analyses, drainage system design, water quality, and hydromodification management designs for private developments and public works projects. He has prepared numerous PDP SWQMPS, WQMPs, and HMPs throughout the San Diego and Riverside Regions.

Representative projects include:

Roripaugh Ranch (Sommer's Bend) – Nicolas Road Improvement Green Street Project, Temecula, CA: Jason served as Water Resources designer to develop a final design for drainage and water quality improvements for the roadway development project within the City of Temecula. The project proposes the improvement of approximately 1,000 feet of Nicolas Road, joining Butterfield Stage Road to the east. The treatment approach taken for Nicolas Road is that of dispersed BMPs as a Green Streets Improvement Project. The design includes cobble-lined swales for water quality treatment.

Rancho Bella Vista, Moreno Valley, CA: Jason served as Water Resources lead designer to address Hydrology and Water Quality for a revised layout for the residential site. Included assessing drainage, water quality treatment, and HCOC requirements for various development areas within the overall project footprint, while ensuring no adverse impacts to the existing channels and downstream receiving waters.



3. Project Team Qualifications/Qualifications of Key Personnel



**Julia
Moore**
EIT

PROJECT ASSIGNMENT
Task C: Field Survey & Inspection

EXPERIENCE
1 Year

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

B.S., Environmental Engineering,
San Diego State University

REGISTRATION
Engineer-in-Training

Julia Moore is an Associate Water Resources Designer in RICK's Water Resources Division. She serves on a design team that prepares hydrologic and hydraulic analyses, drainage system design, and water quality. She has developed and processed drainage studies and stormwater-quality management plans for various municipal agencies in California. Julia has also been the project manager with the City of San Diego to help inspect drainage assets including culverts, basins, and channels

Representative projects include:

City of San Diego Channel Prioritization – Channel, Basin, and Structure Inspection, San Diego, CA: Julia serves as one of the key personnel in support of the City of San Diego's task to identify maintenance needs through an annual inspection and prioritization process. Annually, stormwater facilities (channels; ditches; basins; structures) are visually inspected to determine the probability and consequence of flooding. Maintenance activities are then prioritized through a maintenance benefit analysis that includes scoring from annual inspections, public input, and a hydrology and hydraulic analysis.

Port of San Diego Flap Gate Study, San Diego, CA: Julia served as an associate designer. This project was a hydraulic and structural feasibility study to evaluate the use of flap gates at the storm drain outfalls at the Marine Terminals as a valuable feature to protect from sea level rise and tidal inundation and improve water quality.



**Brian
Laird**
PLS

PROJECT ASSIGNMENT
Task B: Data Collection & Compilation,
Task D: Develop Bridge & Culvert Inventory

EXPERIENCE
28 Years

REGISTRATION
Professional Land Surveyor, AZ,
No. 45830

PROFESSIONAL AFFILIATIONS
California Land Surveyor's
Association (CLSA)
Urban and Regional Information
Systems Association (URISA)
Arizona Professional Land
Surveyors (APLS)
American Public Works
Association (APWA)

Brian Laird is the Manager of the Civil Technologies Group at RICK, including the GIS, Cloud Computing & 3D Laser Scanning teams and oversees many technology initiatives for the organization. Brian is capable of considering and understanding all aspects of a project from conception to final deliverables and streamlining interdepartmental communication, resulting in a cohesive and imaginative on-time product. He is an expert at data collection, processing, display, and publishing using a wide array of integrated technology tools.

Representative projects include:

San Diego County Parks ADA Assessment, County of San Diego, CA: Mr. Laird was the GIS manager for an effort inventorying, compiling and prioritizing ADA issues at over 25 parks via mobile tablets, collecting directly into a central GIS database allowing for analysis, report and automated map creation. An interactive web portal was made available to the client and team for progress and data review prior to project delivery. Client later awarded two follow-on projects totaling 75 parks.

San Diego Wayfinding, San Diego, CA: A project to update and enhance the existing downtown San Diego wayfinding signage program, to facilitate a visitor-friendly experience when navigating throughout downtown. Mr. Laird led the effort to locate and inventory the existing network using GPS-Enabled digital cameras, handheld GPS and driven by proven GIS practices. The database was designed for inventory and future maintenance purposes.



3. Project Team Qualifications/Qualifications of Key Personnel



**Mario
Terrazas**

PROJECT ASSIGNMENT

Task B: Data Collection & Compilation,
Task D: Develop Bridge & Culvert Inventory

EXPERIENCE

26 Years

EDUCATION

Coursework in Computer Graphic and CAD Design, California State Polytechnic University, Pomona

PROFESSIONAL AFFILIATIONS

SoCal Urban and Regional Information Systems Association (URISA) - Member

San Diego Regional GIS Council - Member

Geospatial San Diego - Leadership

Mario Terrazas is a GIS Project Manager with Rick Engineering Company. He helps leads the company's application of GIS processes on projects, providing innovative GIS solutions, database design, GPS data collection inventories, 3-D modeling of existing and proposed site conditions, computer photo simulations, and site visualizations. Mario has worked on numerous data collection projects in his 22 years with the company, including several drainage master plan and storm water inventories.

Representative projects include:

City of Coronado, California Department of Transportation (Caltrans) Project Initiation Report (PIR) Relinquishment of State Routes 75 and 282 - Coronado, CA:

The PIR detailed the requirements to bring the highways up to a state of good repair and bring facilities up to an efficient, reliable, and safe standard. Mario worked with multiple civil disciplines, managing all GIS efforts including database design, workflow development, inventory of existing assets, managing field collection schedule and personnel, development of GIS based evaluation methods, preparing automated reporting and maintenance costs summaries and GIS based deliverables. Over 2,500 asset features were collected via GPS in a real-time GIS cloud environment allowing the multiple civil disciplines to simultaneous research, collect, and analyze data as well as provide a web-based GIS deliverable platform of report findings without the City's need for proprietary GIS software.

Citywide Regulatory & Warning Sign Upgrade Project, San Marcos, CA: A project to collect all existing Regulatory and Warning traffic signs along all city owned roads to assess sign compliance with the California Manual of Uniform Traffic Control Devices (MUTCD) retro-reflectivity requirements. A combination of GPS data collection and GIS online web mapping tools were utilized to complete the project.

- **County of San Diego ADA Assessment, San Diego, CA**



**Ben
Alonzo**
GISP, MS GIS

PROJECT ASSIGNMENT

Task B: Data Collection & Compilation,
Task D: Develop Bridge & Culvert Inventory

EXPERIENCE

15 Years

EDUCATION

MS, GIS, Penn State University

BA, Geography,
Utah State University

PB Certificate, GIS,
Penn State University

REGISTRATION

GIS Professional
Certificate, No. 99321

Ben Alonzo is a GIS Analyst and Programmer at RICK. He has extensive experience in the field with over a decade of experience. Ben is highly adept with ESRI GIS Desktop and Server software and leveraging programming/scripting to improve project efficiency. He frequently provides cartographic, data management and application development support to internal Project Managers or external clients while incorporating complex geographic analysis to meet project requirements.

Representative projects include:

GIS Services for Drainage Master Planning, Various Cities, CA: Ben has provided essential support to nine DMP efforts in the last five years. Major projects include: Menifee, Carlsbad, Chollas Creek Watershed, South Mission Beach, Lemon Grove, and San Marcos DMPs. These projects involved collection, inventory, and processing of storm drain data systems in detail, and modeling storm event scenarios to recommend infrastructure. These projects often included extensive processing of sources such as as-built plans, survey records, and field storm drain information. Data storage and processing leveraged ArcSDE enterprise geodatabase systems with versioning support to allow editing by multiple users. Ben provided significant support at all stages of these projects setting up the GIS database architecture, performing data analysis, automating complex and repetitive processes, and web application development.

- **West Mission Bay Drive, Bridge Replacement, San Diego, CA**
- **Citywide Regulatory & Warning Sign Upgrade Project for the City of San Marcos, CA**
- **County of San Diego ADA Assessment, San Diego, CA**



3. Project Team Qualifications/Qualifications of Key Personnel



Brian R. Rochelle
PE

PROJECT ASSIGNMENT
Task C: Field Survey & Inspection

EXPERIENCE
19 Years

EDUCATION
BS, Structural Engineering,
University of California, San Diego

REGISTRATION
Professional Engineer, CA, No.70945

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers
(ASCE), Transportation Group
Construction Management
Association of America (CMAA)

Brian Rochelle is a Construction Engineer with TYLin. Brian has 19 years of experience and has performed many roles on numerous structures construction projects, such as Resident Engineer, Construction Inspector, Oversight Engineer, Lead Project Engineer, and Structures Representative. His experience includes development, implementation, and construction of various engineering projects for Caltrans and various local agencies. He also has experience in design engineering of bridges and retaining walls.

Representative projects include:

Riverside County Transportation Department (RCTD), As-needed Construction Engineering and Inspection Services, Riverside County, CA: Construction Engineer supervising TYLin staff on several task orders under an on-call contract with RCTD. Tasks orders include inspection of 25 land development projects, a \$3M emergency roadway repair job on an eight 8-mile stretch of Box Canyon Road in Mecca California, and a \$700,000 bridge/roadway repair job on Avenue 70, located over a CVWD wasteway in North Shore, CA.

- **County of Riverside, Scott Road at I-215 Interchange Improvements, Menifee, CA**
- **Riverside County, I-215/Newport Road Interchange Improvements, Menifee, CA**
- **Caltrans, I-5 Bridges, San Diego County, CA**
- **City of Carlsbad, BPMP, Carlsbad, CA**
- **Roripaugh Ranch, Roripaugh Ranch Conspan Bridges, Temecula, CA**
- **Caltrans, SR- 8 and SR-111 Bridges, Imperial County, CA**

TYLin



Adrianna Caro
CESSWI, QSP, EIT

PROJECT ASSIGNMENT
Task C: Field Survey & Inspection

EXPERIENCE
20 Years

EDUCATION
BS, Civil Engineering,
Civil - Environmental Engineering,
California State Polytechnic
University Pomona

REGISTRATION
Certified Erosion, Sediment, and
Stormwater Inspector (CESSWI)
No. 00002660

Qualified SWPPP Practitioner (QSP)
No. 23235

Engineer-In-Training (EIT)

Adrianna Caro has 20 years' experience in the fields of heavy civil construction, private development construction, and public works projects as a construction field engineer, project engineer, assistant project manager, and construction inspector. She has worked on a wide variety of projects including bridges, retaining walls, cut and cover tunnels, and similar structures for agencies such as: Caltrans, SANDAG, Orange County Transportation Authority (OCTA), Los Angeles County Metropolitan Transportation Authority, and Honolulu Authority for Rapid Transportation. She is well-versed in all aspects of construction contract administration as practiced by Caltrans and is familiar with Caltrans specifications and standard plans.

Representative projects include:

San Diego Associated Governments (SANDAG), Santa Margarita River Bridge Project Railroad Extension Project | Camp Pendleton, CA: Field engineer for \$16M railroad bridge construction project within Camp Pendleton Marine Corps Base. Project included replacing a wooden trestle railroad bridge with cast-in-place box girder structure over the Santa Margarita River which directly feeds into the Pacific Ocean. Adrianna managed submittals, surveying, falsework planning, falsework installation, steel and wood pile driving, and inspection of cofferdam installation. \$16 million dollar bridge construction project at Camp Pendleton.

- **Caltrans, I-15 Managed Lanes, Unit 5 Freeway Extension Project, Escondido, CA**
- **Caltrans, I-15 Managed Lanes, Unit 1 North Freeway Extension Project, Escondido, CA**
- **Granite-Myers-Rados Joint Venture, SR-22 Widening Design/Build Project SR- 22 Widening, Garden Grove, CA**
- **City of Chula Vista, Willow Street Bridge Replacement Roadway Replacement, Bonita, CA**
- **County of San Diego, Public and Private Grading/Improvement Projects, San Diego County, CA**

TYLin



SECTION 4

PROPOSED PROJECT APPROACH AND WORK PLAN



PROPOSED PROJECT APPROACH AND WORK PLAN

TASK A: PROJECT MANAGEMENT

Prior to commencing any work, the highly experienced RICK Team (RICK) will meet with the City and all stakeholders to ensure a comprehensive understanding of the project goals, City's needs, and relevant standards and policies. This initial meeting will facilitate data collection and knowledge sharing regarding the bridge and culvert system. RICK's dedicated project manager will oversee the entire project, ensuring effective project management activities will be carried out to ensure smooth execution.

Project Management Activities:

- **Kickoff Meeting:** At project initiation, RICK will conduct a collaborative meeting to align with the City's project goals and gather all available project data. This meeting will also serve as an opportunity for RICK to identify key City staff members, fostering open communication between all team members. We value the City staff's institutional knowledge about known issues and problem areas, which will be considered in our approach.
- **Team Meetings:** Monthly team meetings will be held to review progress, validate methodologies, and ensure close collaboration with the City staff. It is assumed there will be 4 in-person and 8 virtual meetings.
- **Project Tracking:** RICK's project manager will provide detailed monthly progress memorandums, schedule updates, and transparent invoices, allowing the City to stay well-informed throughout the project duration.

RICK will provide meeting agendas prior to team meetings and meeting minutes within five (5) business days for review and concurrence by the City, ensuring effective communication and alignment between all stakeholders.

To guarantee seamless project execution, RICK staff will work closely with City staff, ensuring open communication channels throughout the project. Weekly internal staff meetings will keep project tasks on schedule and aligned with the City's needs. Any questions or issues requiring City input will be promptly coordinated to maintain the project schedule. Importantly, RICK will never undertake any out-of-scope work without prior discussion and written approval from City staff, ensuring full transparency and adherence to project boundaries.

Deliverables:

- Meeting Agendas
- Meeting Minutes
- Monthly Progress Memorandums
- Monthly Invoices

TASK B: DATA COLLECTION AND COMPILATION

RICK will collect the available data from the City along with the latest and greatest citywide datasets. Utilizing their recent work with the Drainage Master Plan (DMP) along with intelligent GIS programming, RICK will complete a desktop survey of the City's bridge and culvert inventories and develop a comprehensive condition assessment schema to be used in the field survey and to inform maintenance and improvement decisions.

Data Collection

RICK will perform a simple but critical initial screening of the City's Master Drainage Plan (MDP) that identified a total of 413 culverts of various sizes and one bridge at Goetz Road and Salt Creek. Based on research of existing records such as As-built plans (where only hard copies are available, they will be digitized), easements, maintenance agreements, inspection reports, photographs, operations and maintenance manuals, and other pertinent available data, RICK will categorize these City assets based on:

- Location
- Year built
- Type of facility
- Size of facility
- Material of construction
- Intended use
- Expected traffic volume on facility
- Peak flow rate (from DMP)

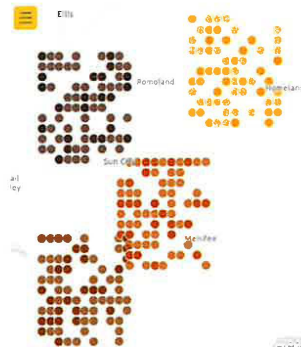


Figure 1.0

This will help our team to prioritize the inspection efforts that ensure the highest priority culverts are inspected first and that lower priority culverts are inspected as budget permits. Our scope of work includes only major culverts with a combined span of 4 feet or larger; and or 48" diameter or larger. For scoping purposes, a cursory review

4. Proposed Project Approach and Work Plan



of the City's storm drain inventory was conducted and an estimated fifty percent are likely larger than 48-inches. We will present the initial screening results in a visual configurable dashboard with a graphical interface to display key asset metrics to the City for an easily accessible, transparent, and effective organization of the data. The figure here shows a sample representation of graphically geolocating the culverts in different regions of the City, those can then be sorted based on priorities such as age, traffic volume and location. This can also be used to put together an inspection route for efficient coverage during the field survey. The data collected will be archived for the City for future use. For scoping purposes, it is assumed that up to 200 culverts will be inspected.

Inspection Work Plan

Per request from City in the RFP to suggest changes to the scope of services in order to achieve the Project Objectives, we recommend putting together an Inspection Work Plan. Field inspections are required to assign a condition rating to the bridges and culverts based on National Bridge Inventory (NBI) condition data as well as Element Level Inspection data. To perform quality assessment of the bridge and culverts, a standardized work plan process will be developed by RICK with necessary quality assurance and checks throughout the process. The inspection work plan process will be developed adhering to the Caltrans and AASHTO Manual for Bridge Evaluation. The first step in the process is to categorize the structures based on the groups as discussed earlier. Following the methodology of the Caltrans Bridge Inspection Manual (BIM), each asset category will then be broken down to the various elements classified as, i) National Bridge Elements (NBE), ii) Bridge Maintenance Elements (BME), and iii) Agency Defined Elements (ADE). RICK will put together a Bridge Element Level Inspection Form (shown in Figure) and Inspection Log Forms that will be used in the field for condition survey and assessment of the bridge and culverts. We will also prepare an inspection route to note the locations and to develop a site walk path to cover each day's target facilities.

Bridge Element Level Inspection Form									
Structure No.:		By:			Date:				
Element No. / Defect No.	Str. Unit	Element Description	Unit	Total Quantity	CS1	CS2	CS3	CS4	Defect #
CULVERT									

Figure 2.1

With the large inventory of culverts, it is recommended that a web-based App be developed for the City inventory before undertaking the field inspections. This can help with

not only streamlining the baseline inspections but can be used by the City for future inspections on a standardized format. In our previous projects, the collected data from this App has been used to directly generate inspection reports. This app could also be tied to an Asset Management Tool for seamless data transfer. The Figure below shows such a Field Data Collection App that was used on a previous project.

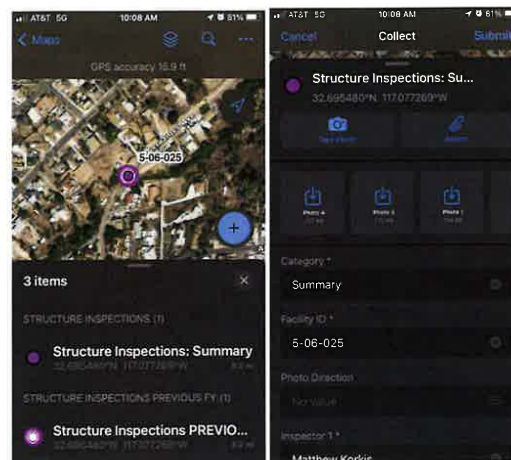


Figure 2.2

DELIVERABLES:

- Digitized As-built drawings
- Web-application (for project duration)
- GIS database of Updated Bridge and Culvert Inventory with Developed Schema and Data Collection Results

TASK C: FIELD SURVEY AND INSPECTION

Integral part of the inspection assessments is the site visit. During the site visit, the field inspector will walk the bridge/culvert and note/photograph conditions including but not limited to asset description, physical status, location, operation, maintenance levels, approximate age, deficiencies observed, and preliminary recommendations to replace/upgrade components based on visual inspection only. The inspection will include the bridge superstructure and substructure components visible and accessible above the ground. Only major culverts with a combined span of 4 feet or larger; and or 48" diameter or larger will be inspected. Underwater inspection of substructure elements below the water line is not included in this inspection. No field cutting, probing, or chipping will be done. However, we may recommend further testing for a structure if deemed appropriate for a noted deficiency.

4. Proposed Project Approach and Work Plan



In addition to the condition assessment, we will also record the following in the GIS based Collector App:

- Assessment of site conditions that may affect preventive maintenance.
- Right-of-way impacts and access issues.
- Traffic control requirements.
- Potential staging areas, if needed.
- Environmental sensitive areas, impacts, and likely requirements.
- Clearance issues
- Utility Conflicts
- Other constraints

Asset Condition Rating and Inspection Reports

We will follow the Condition State definitions in the Caltrans Bridge Element Inspection Manual for the purpose of determining the rating level of each element being inspected based on the age, condition, defects, and maintenance levels. Our understanding of the scope of work from RFP is that only a condition/sufficiency rating based on a four-point scale per the Caltrans Condition Assessment Scale (Figure below) is required. The condition rating will follow the FHWA Recording and Coding Guide for Items 58 (Deck), 59 (Superstructure), 60 (Substructure) and 62 (Culverts). We will prepare inspection reports following the Element Level reporting procedures identified in the Caltrans Bridge Inspection Manual and the AASHTO Manual for Bridge Element Inspection. One report per facility will be submitted.

Defects	Condition States			
	1	2	3	4
	GOOD	FAIR	POOR	SEVERE

Figure 3.0

DELIVERABLES:

- Web-application (for project duration)
- Updated GIS Database with Field Survey Results
- Inspection Reports

TASK D: DEVELOP THE BRIDGE AND CULVERT INVENTORY

As previous Caltrans employees and having worked on multiple Caltrans projects as consultants, we know that all data collected during the inspection process by Caltrans are documented and maintained in the SMART (Structure Maintenance Automated Report Transmittal) bridge management system. The result of every bridge inspection (whether routine or specialty) is also documented in a formal Bridge Inspection Report that is signed and sealed with an engineer stamp and archived on the state managed Bridge Inspection Report Information System (BIRIS). Our

team will follow similar approach during the field inspections and will present the collected information to the City as scanned inspection logs and spreadsheets.

All bridges and culverts in the State of California those come under the National Highway System (NHS), or State Highway System (SHS) are inspected through both routine and specialty investigations in accordance with mandated federal guidelines. Our understanding is that the bridge and culverts included under this scope of work fall under non-SHS and hence are locally owned and managed by the City. In accordance with the Caltrans Transportation Asset Management Plan (TAMP), a performance-driven and integrated management plan for the needs, investments, and resulting performance for every 4-year period are needed from the local agencies for the maintenance, rehabilitation, and operation of the assets using funding from Senate Bill 1 (SB 1). Local Agency Responsibilities per Caltrans TAMP is shown in Figure below. Though, not included in the RFP Scope of Services, our team can assist the City with putting together a Caltrans compliant web based asset management plan as an optional scope. Transportation Management Systems (TMS) and other supplementary assets may be combined under this plan at the discretion of the City. Such a plan can help the City in implementing a strategic and systematic process of operating, maintaining, upgrading, and expanding physical assets effectively throughout their life cycle using data driven decision making on resource allocation needed to meet performance targets. For instance, SB1 Mandates that by 2027, 98.5% of the bridged deck area be in Fair or better condition.

System	Asset Class			MPOs/RTPAs/Local Agencies
	Pavement	Bridges	Drainage	
NHS	✓	✓		<ul style="list-style-type: none"> • Establish 4-year performance targets or adopt the state DOT's performance targets. • Develop long-range transportation plans reflective of TAMP goals. • Plan, design, and oversee construction of local projects.
SHS	✓	✓		
State	✓	✓	✓	

Figure 4.0

Opinion of Probable Construction Cost

Once a rating is assigned to each component of the asset, relevant preliminary cost to either replace or upgrade those components with a poor or severe condition rating will be estimated using a Caltrans Marginal Estimate sheet format. The estimate sheets will include itemized quantity and associated cost estimates for different elements for review by the City. These costs will be provided for two categories: 1- minor repair; 2- major repair/replacement. Once concurrence is obtained from the City, we will prepare an estimated project cost including traffic control measures such as k-rail, flagging, striping removal and replacement.

4. Proposed Project Approach and Work Plan



Preventive Maintenance Activity Summary

We will provide a summary of preventative maintenance activity that will include but not limited to the following content:

- Summary of all the inspection locations, ratings assigned, and groupings into major and minor repair categories.
- A preliminary repair/replacement assessment and recommendation plan for each structure element with a rating above 3 (poor or severe condition). The recommendation will be based on review by a California licensed Professional Engineer of current condition of the structure. The recommendation will only include need for additional evaluation, testing, analysis, as appropriate. Putting together a detailed repair/replacement plan is not under the purview of this current task.
- Summary of probable cost estimate for the recommended repair/replacement per concurrence from the City with respect to their cost estimates.

Prioritization of Recommended Improvements

Based on the collected inspection data, environmental factors, and other site-associated risk assessments, we will determine the importance of the culverts and the required preventative maintenance tasks for continued functionality of each culvert and associated costs. These tasks can be categorized based on the urgency and estimated cost, which in combination with the importance of the culvert, will aid the city to properly prioritize these tasks, estimate the required funds properly, and optimize fund allocation for the whole system. We will prepare a dashboard, like that shown in Figure below, for the entire culvert population to provide the City with an overall view of the condition of the network at the current time.

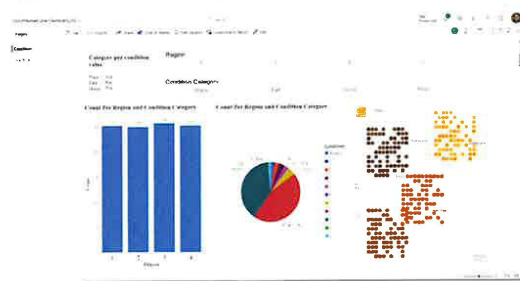


Figure 5.1 - Dashboard providing an overall view of the condition of the culvert population.

Note that this prioritization will be limited to assessment of the inventory at the current time. A comprehensive asset management program with continued inspection and

maintenance is required for implementation of cost-effective strategies and actions to maximize the useful life of the assets by applying appropriate bridge preservation treatments at the appropriate time. The projection of the future condition of the culverts and the associated costs over its service life requires a lifecycle and cost-benefit analysis (Figure below) to optimize the expenditure spent on the entire population culverts for the best overall fund allocation. Lifecycle and cost-benefit analysis for improvement prioritization is not in our current scope of

work but can be added as an optional task at discretion of the City. Under the current scope of work, we will provide prioritization recommendations based on current asset condition evaluation and allocation of funds based on asset importance and vulnerability.

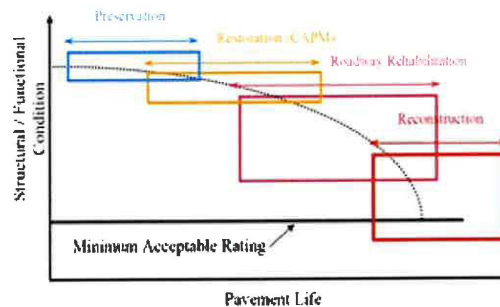


Figure 5.2 - Lifecycle Analysis (Caltrans TAMP)

QA/QC (Not in RFP but included in our Scope)

We will implement a detailed quality control (QC) process throughout the project development to ensure the quality of daily project production efforts. For all submittals and at other critical junctures within the project development, RICK will implement a quality assurance (QA) review of these submittals to ensure the City's standards are being followed and expectations are being met.

A review period of two (2) weeks is anticipated for all report review submittals. The City will compile review comments for all reviewers and submit one set of review comments to us within the 2 week period for each report submitted. We will modify and resubmit final documents as needed.

DELIVERABLES:

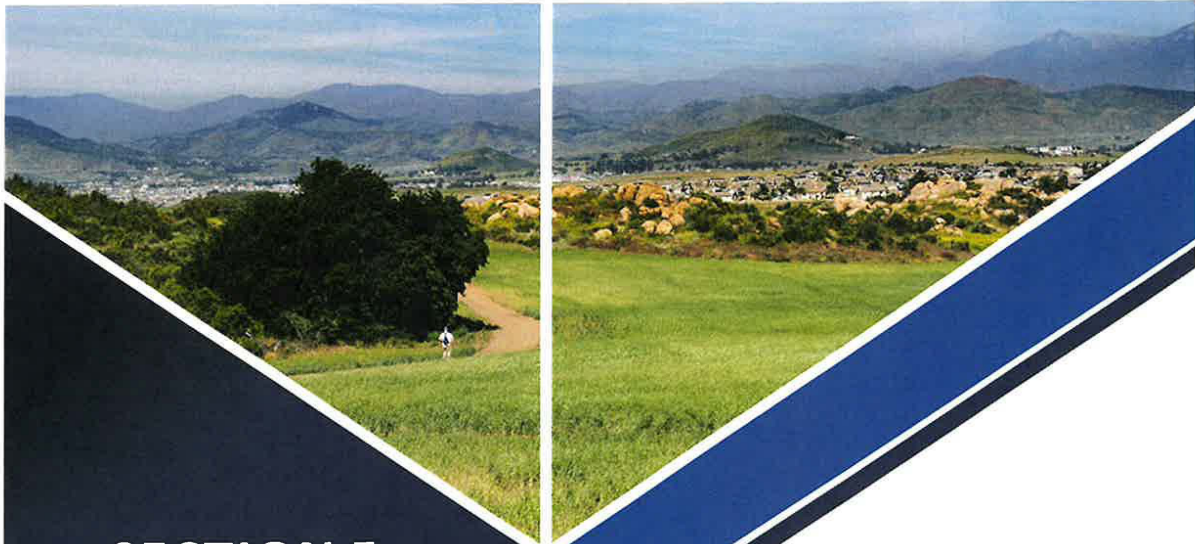
- Final GIS Dataset
- Draft Report
- Final Report

4. Proposed Project Approach and Work Plan



ASSUMPTIONS AND LIMITATIONS

1. The fee proposal assumes that the field inspections may be completed using a two (2) person inspection crew. All inspection work is assumed to be completed during weekly working days and not during weekends. Additional bridge inspection days to address report comments are not included in this scope of work. Up to 200 culverts will be inspected and 1 bridge will be inspected.
2. Bridge Load Rating Analysis, Fatigue Life Analysis, Life Cycle Analysis and Cost-Benefit Analysis are not included in this scope of work.
3. No utility and permit application coordination are anticipated to be necessary to complete the field work, and utility coordination is not included in this scope of work.
4. If site is not accessible, expenses incurred to get access through cleaning and grubbing is not included. Any environmental studies and mitigation plans needed for access is not included.
5. No traffic control plans are included.
6. Only preliminary asset evaluation and repair/rehabilitation recommendation based on condition rating is anticipated. Detailed analysis, design or plan production for repair work is not included.



SECTION 5

PROJECT TIMELINE AND OVERALL PROJECT IMPLEMENTATION SCHEDULE

5. Project Timeline and Overall Project Implementation Schedule



We have provided a tentative project schedule and project implementation schedule for the City of Menifee Citywide Bridge/Culvert Inventory Study, based on our experience working in similar jurisdictions across Southern California and the information provided in the City's RFP. The schedule assumes that the project would begin on or before September 6, 2023, and would encompass around 12 months, including the tasks (as outlined in this proposal) for arriving at the draft and final versions of the Inventory Study document.

If selected, we will meet with City staff and the Advisory Committee to review and finalize the schedule for the project. **Our team can complete the Inventory Study in 10 to 12 months**, if desired. We will work with the City and elected leaders to fine-tune the schedule to align with the needs and desires of the City of Menifee, and to ensure that the Inventory Study process remains on schedule.

Task Name	Duration	Start (Month 1)	Finish (Month 12)	2023				2024							
				SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
Not to Proceed (Ant)	0 Days														
Task A: Project Management	Ongoing	Month 1	Month 12												
Kickoff Meeting		Month 1	Month 1												
Task B: Data Collection and Compilation	40 Days	Month 1	Month 2												
B.1 Data Collection	20 Days	Month 1	Month 2												
B.2 Inspection Workplan	20 Days	Month 1	Month 3												
Task C: Field Survey and Inspection	80 Days	Month 4	Month 8												
C.1 Field Inspection Services	40 Days	Month 4	Month 8												
C.2 Asset Condition Rating and Inspection Reports	30 Days	Month 4	Month 8												
Task D: Develop the Bridge and Culvert Inventory	60 Days	Month 7	Month 10												
D.1 Develop Bridge and Culvert Inventory	30 Days	Month 7	Month 10												
D.2 Opinion of Probable Construction	10 Days	Month 9	Month 9												
D.3 Preventative Maintenance Activity Summary	10 Days	Month 9	Month 9												
D.4 Prioritization of Recommended Improvements	10 Days	Month 9	Month 9												
D.5 Final Report	10 Days	Month 10	Month 10												



SECTION 6

REFERENCES/SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENTAL ENTITIES



RELEVANT REFERENCES

Required firm references, from similar assignments completed within the last four (4) years, are provided below.

CALTRANS DISTRICT 11 SR-78 CULVERT RESTORATION PROJECT

The SR-78 Culvert Restoration Project involved evaluating ten existing culvert systems along the SR-78 corridor to aid Caltrans District 11 in prioritizing storm drain repairs. The evaluation encompassed field investigations, hydrology and hydraulic calculations, and cost estimation to provide recommendations for the repair approach. These recommendations included suggestions for location access, construction staging, traffic control, and necessary equipment. The primary objective of the project was to restore the culverts, enhance maintenance accessibility, and ensure optimal water flow in the drainage system.



REFERENCE

Parsons Transportation Group

Gerard Lumabas,
Senior Project Manager

t. (619) 685-0085

c. (619) 318-7521

f. n/a

gerard.lumabas@parsons.com

525 B Street, Suite 1600
San Diego, CA 92101

LOCATION

San Diego, California

PROJECT DATE

August 2020 – May 2021

CURRENT STATUS

Completed

KEY PERSONNEL

Edgar Camerino
(Principal-in-Charge)

Jayne Janda-Timba
(Project Manager)

KEY COMPONENTS

- GIS Inventory Development
- GIS Based Collector Application
- Field Inspections
- Repair Options and Prioritization

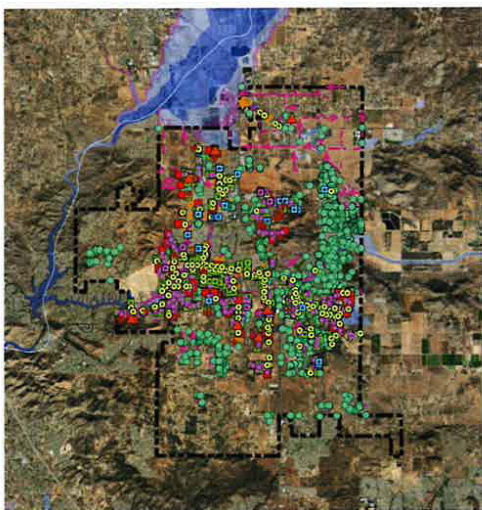




CITY OF MENIFEE DRAINAGE PLAN

RICK has assisted the City of Menifee in developing a Master Drainage Plan (MDP) that will include a fully connected existing condition storm drain system, recommended improvements with a proposed condition model, bundled projects with opinion of probable construction cost, and identified regional improvement opportunities. GIS data has been compiled and corrected to generate a fully connected system; RICK developed a 1D/2D H&H model based on the existing inventory. In order to promote sustainable development for the rapidly growing city, storm drain recommendations will be made for existing systems while providing backbone structures for future development in accordance with the general plan land use and City input. Close coordination with both Riverside County Flood Control and the City to develop and modernize strategies within the region is aiding in this effort. With that in mind, regional opportunities will be identified for future flood control purposes. The bundled projects with opinion of probable construction costs will be prioritized into a 20-year implementation plan, vastly improving the City's Capital Improvement Program. All the results will be available in a user friendly GIS-centered web-application.

In order to achieve the desired outcome of a high resolution 1D/2D Master Plan, it was critical to begin with the most accurate inventory achievable at this time. Though the city was not fully developed, the 47 square miles within the city boundaries had a network of pipes, culverts, channels, ditches, and basins that must all be accurately connected to produce valuable conclusions. The work was focusing on identifying critical missing and incorrect data, digitizing numerous as-builts, and using best engineering judgement based on surrounding infrastructure with the goal to create a fully connected integrated GIS inventory. RICK used high-resolution data and streamlined workflows to efficiently process the vast amount of data required for this study. Based on extensive prior experience, this portion of the project was vital to create an accurate final product.



REFERENCE

City of Menifee

Carlos Geronimo, PE
Principal Engineer

t. (951) 723-3722

f. (951) 679-2567

cgeronimo@cityofmenifee.us

29844 Haun Road,
Menifee, CA 92586

LOCATION

Menifee, California

PROJECT DATE

October 2019 - April 2021

CURRENT STATUS

Completed

KEY PERSONNEL

Brendan Hastie
(PIC/Project Manager)

Jayne Janda-Timba
(QA / QC Manager)

Andrew Thies
(Project Manager)

Brian Laird
(GIS Project Manager)

Ben Alonzo (GIS Analyst)

KEY COMPONENTS

- Updated GIS existing storm drain inventory development
- 1D/2D dual drainage
- GIS web-application deliverable
- Citywide Inundation Mapping
- Quantifying inundated structures in existing and proposed conditions
- Implementation ready projects for existing and proposed development





CITY OF SAN DIEGO

STORMWATER MAINTENANCE PROGRAM

RICK supports the City of San Diego with identification of maintenance needs through an annual inspection and prioritization process. Annually, stormwater facilities (channels; ditches; basins; structures) are visually inspected to determine the probability and consequence of flooding. Maintenance activities are then prioritized through a maintenance benefit analysis that includes scoring from annual inspections, public input, and a hydrology and hydraulic analysis. Maintenance identification included both minor maintenance (activities that do not need regulatory permits) and routing maintenance (establish as-built condition). In addition, RICK developed maintenance plans for City crews to perform maintenance.

Note: RICK has been supporting the City of San Diego maintenance program starting in 2014 and it is ongoing. Work is procured as a new task order under an engineering on-call contract each fiscal year. For cost reporting purposes total fee and schedule from the last two completed fiscal years is shown.

REFERENCE

City of San Diego

Anna Wernet,
Associate Civil Engineer

t. (619) 527-7415

c. (619) 665-5099

f. n/a

awernet@sandiego.gov

2781 Caminito Chollas,
San Diego, CA 92105



LOCATION

San Diego, California

PROJECT DATE

July 2019 – June 2021

CURRENT STATUS

Contract has been renewed annually since 2014
(Digital GIS Collector, Integrated Assessment Photos with Ranking Scores Consistent with ESRI)

KEY PERSONNEL

Jayne Janda Timba
(Principal-in-Charge)

Venkat Gummadi
(Project Manager)

Eric Hengesbaugh
(Water Resources Engineer)

Ben Alonzo (GIS Analyst)

KEY COMPONENTS

- Field investigations using GIS based Survey123 application
- Condition assessment
- Identification of Consequences of failure
- Hydraulic analysis of high priority systems





CITY OF CORONADO

CALTRANS PROJECT INITIATION REPORT (PIR) RELINQUISHMENT OF STATE ROUTES 75 AND 282

The PIR detailed the requirements to bring the highways up to a state of good repair and bring facilities up to an efficient, reliable, and safe standard. RICK Engineering worked with multiple disciplines, that included GIS for database design, workflow development, inventory of existing assets, managing field collection schedule and personnel, development of GIS based evaluation methods, preparing automated reporting and maintenance costs summaries and GIS based deliverables. Over 2,500 asset features were collected via GPS in a real-time GIS cloud environment allowing the multiple civil disciplines to simultaneous research, collect, and analyze data as well as provide a web-based GIS deliverable platform of report findings without the City's need for proprietary GIS software.

REFERENCE

City of Coronado

James Newton,
*Assistant Director of
Public Works*

t. (619) 522-7313

f. n/a

Jnewton@coronado.ca.us

1825 Strand Way,
Coronado, CA 92118

**LOCATION**

Coronado, California

PROJECT DATE

March 2019 - September 2019

CURRENT STATUS

Completed

KEY PERSONNEL

Edgar Camerino
(Principal-in-Charge)

Dominique Navarro
(Project Manager)

Ryo Yoshioka
(Civil Engineer)

Carlos Perez
(Traffic Engineer)

KEY COMPONENTS

- Civil
- GIS
- Water Resources
- Traffic





LAWA AND LINXS CONSTRUCTORS

LAWA BRIDGE, GUIDEWAY, STATIONS, AND FACILITY BASELINE MAINTENANCE INSPECTION

The LAWA LAX Automated People Mover - Bridge, Guideway, Stations, and Facility Baseline Maintenance Inspection is a project that provides physical and visual inspection to assess the initial as-constructed conditions of the guideway structure, pedestrian walkways, UWW roadway bridge, and station structures. The inspection report developed will be used as a baseline for future ongoing maintenance inspection work.

TYLin reviewed the pertinent contract construction drawings, prepared an inspection work plan with necessary QA/QC, and performed visual and physical inspection of the guideway and other bridge portions of the APM facilities. This included the inspection of all columns, bent caps, and abutments, as well as inspection of the over 2-mile-long superstructure from above and below for the entire length of the APM guideway bridge. Inspection inside the superstructure was also performed for three segmental box girder spans. All observations were photographed and logged into a database software. All structure elements inspected were rated based on the Caltrans Bridge Inspection Manual (BIM) and AASHTO Manual for Bridge Evaluation guidebook rating system. Each bridge element was defined within the categories per the Caltrans BIM: National Bridge Elements (NBE), Bridge Maintenance Elements (BME), and Agency Defined Elements (ADE). These elements were then rated based on the four-point scale used by Caltrans. The software used for logging information during the inspection included provisions to input element description and identification, units of measurement, condition state recording, and photo storage.

The construction of the LAWA APM project is ongoing and most elements have been inspected at this time. Bridge Bearings and Joint Seal Assembly inspections are still outstanding as of this date. Once these elements have been completed and inspected, a full inspection report will be issued to the owner of the facility. A Caltrans Marginal Estimate sheet format may be used for evaluation of preliminary cost of replacement/upgrade for the APM Guideway Structure based on the recommendation of condition assessment.

REFERENCE

Morgner Construction
Management Corp.

Shawn Benedict,
Project Director

t. (323) 900-0030

f. n/a

sbenedict@morgnerco.com

1880 Century Park East,
Suite 1402
Los Angeles, CA 90067

LOCATION

Los Angeles, California

PROJECT DATE

January 2023 – Ongoing

CURRENT STATUS

Completion est. December 2023



TYLin



CITY OF VENTURA

BRIDGE PREVENTIVE MAINTENANCE PROGRAM (BPMP) – PHASE 1

TYLin served as the Prime Consultant to the City of Ventura for their Bridge Preventive Maintenance Program (BPMP). Responsibilities consist of completing a comprehensive listing of Federal Highway Bridge Program (HBP) eligible bridges, which includes relevant physical data, recommended preventive maintenance work, and a prioritized ranking for funding. The project is funded through the HBP and administered by Caltrans District 7.

For the preparation of the BPMP Report, TYLin's scope of work included project management, review current Caltrans inventory of City owned bridges, identify additional City bridges not in Caltrans inventory, conduct field bridge reviews and document with photos, bridge evaluation and cost estimating of eligible preventive maintenance work, collaborate with the City to develop a ranking procedure, complete comprehensive BPMP listing with prioritized ranking for funding. In addition, TYLin prepared a Preliminary Seismic Retrofit Strategy Report which included the additional tasks of evaluating all bridges owned by the City for seismic vulnerabilities and developing a retrofit strategy and preliminary cost estimate for two multi span bridges, identified as vulnerable in a major seismic event.

REFERENCE

City of Ventura

Jeff Hereford, Principal Transportation Engineer

t. (805) 654-7744

f. (805) 641-2775

jhereford@cityofventura.ca.gov

501 Poli Street, Rm 120
Ventura, CA 93001**LOCATION**

San Buenaventura (Ventura), California

PROJECT DATE

March 2018 – February 2019

CURRENT STATUS

Completed

KEY COMPONENTS

- Bridge Inspections
- Prepared BPMP
- Preliminary Seismic Retrofit Strategy Reports

**TYLin**



CITY OF CARLSBAD

BRIDGE PREVENTIVE MAINTENANCE PROGRAM (BPMP)

TYLin served as the prime consultant to the City for the Bridge Preventive Maintenance Program (BPMP). Responsibilities consisted of completing the prioritized listing of Federal Highway Bridge Program (HBP) eligible bridges. The project was funded through the HBP and administered by Caltrans District 11.

TYLin's scope of work included project management, inspection, bridge evaluation, and cost estimating needed to complete the BPMP.



REFERENCE

City of Carlsbad

Steve Jantz,
Associate Engineer

t. (760) 602-2738

f. n/a

steve.jantz@carlsbadca.gov

1635 Faraday Avenue,
Carlsbad, CA 92008

LOCATION

Carlsbad, California

PROJECT DATE

June 2007 – March 2008

CURRENT STATUS

Completed

TYLin



SECTION 7

ACCEPTANCE OF PROPOSED PROFESSIONAL SERVICES AGREEMENT

7. Acceptance of Proposed Professional Services Agreement



ATTACHMENT A

(PLEASE READ AND MARK EACH CHECKBOX CONFIRM ACKNOWLEDGEMENT AND AGREEANCE WITH THE INDICATED STATEMENTS)

- ☒ The Proposal Cost provided reflects all possible direct and indirect costs, travel, insurance, overhead, labor, profit, rebates, contingent commissions, renewal commissions, service fees, and any other expenses.
- ☒ The Proposal provided reflects any additional addendum(s) issued with respect to this RFP.
- ☒ My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Menifee, pertaining to any and all work or services to be performed as a result of this request and any resulting Agreement/Contract with the City.

ACCEPTANCE OF PROPOSED AGREEMENT/CONTRACT:

- ☒ Submittal of this proposal indicates we have reviewed the proposed written agreement (Exhibit C) and if selected would accept all terms of the proposed agreement. Proposer, in submitting a response to this RFP, warrants that it has full power and authority to comply with the requirements specified herein and will hold the City harmless from and against any and all loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty.

RICK Engineering Company

Company Name

5620 Friars Road

Address

San Diego

California

92110

City

State

Zip Code

(619) 291-0707

(619) 291-4165

Telephone Number

Fax Number

Company Type:

☒ Corporation ☐ Partnership ☐ Trust/Estate ☐ Limited Liability Company (LLC)

☐ Individual/Sole Proprietor or single member LLC ☐ Other: _____

Brendan Hastie

Signed By

Brendan Hastie, PE, LEED AP

Principal-in-Charge/Contract Manager

Print Name

Title

ADDENDA ACKNOWLEDGEMENT

RICK acknowledges receipt of the following addendum/addenda; **CIP 22-14 Addendum No. 1**



SECTION 8

INSURANCE REQUIREMENTS ACKNOWLEDGMENT/ CERTIFICATION

8. Insurance Requirements Acknowledgment/Certification



ATTACHMENT B.1

I, Brendan Hastie, PE, LEED AP (*Print Name*), the
Principal (*President; Secretary, Owner or Representative*) of the
RICK Engineering Company (*Company Name or Corporation, or*
Owner), certify that the Insurance Requirements set forth in Attachment B and the Proposed
Agreement have been read and understood that our insurance company(ies)
Cavignac (*Name(s) of insurance company(ies)*) (is/are) able to
provide the coverages specified.

Signature of President, Secretary, Partner, Owner or Representative

July 13, 2023

Date

8. Insurance Requirements Acknowledgment/Certification



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cavignac 451 A Street, Suite 1800 San Diego CA 92101		CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 619-744-0574 FAX (A/C, No): 619-234-8601 E-MAIL: certificates@cavignac.com ADDRESS:															
INSURED Rick Engineering Company 5620 Friars Road San Diego, CA 92110		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER B: Continental Casualty Co.</td> <td>20443</td> </tr> <tr> <td>INSURER C: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D: Amer Cas. Co of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER E: XL Specialty Company</td> <td>37885</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Valley Forge Insurance Company	20508	INSURER B: Continental Casualty Co.	20443	INSURER C: Continental Insurance Company	35289	INSURER D: Amer Cas. Co of Reading, PA	20427	INSURER E: XL Specialty Company	37885	INSURER F:	
INSURER	NAIC #																
INSURER A: Valley Forge Insurance Company	20508																
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INSURER C: Continental Insurance Company	35289																
INSURER D: Amer Cas. Co of Reading, PA	20427																
INSURER E: XL Specialty Company	37885																
INSURER F:																	

COVERAGES		CERTIFICATE NUMBER: 1374934645		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Separation of In GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		6076046485	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 4,000,000 Deductible \$ 0
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY		6076046499	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		6076046504	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 Deductible \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC 6 76046521	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability		DPR9997780	8/15/2022	8/15/2023	Each Claim \$5,000,000 Aggregate \$10,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER Specimen Certificate	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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ACORD 25 (2016/03)

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SECTION 9

CERTIFICATE OF NON-COLLUSION



ATTACHMENT C: RICK ENGINEERING COMPANY

Made to: City of Meniffee

(a) By submitting this proposal, each proposer and each person signing on behalf of any firm certifies, and in the case of a joint proposal, each party therefore certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- (1) The fees and terms in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such fees and terms with any other proposer or with any other competitor; and
- (2) Unless otherwise required by law, the fees and terms which have been quoted in this proposal have not been knowingly disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made by the proposer or will be made to induce any other persons, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.

Brendan Hastie, PE, LEED AP
Principal-in-Charge

Printed Name and Title

Signature

RICK Engineering Company

(619) 291-0707

Name of Firm/Company/Corporation

Telephone Number

5620 Friars Road

San Diego, CA 92110

Street Address

City, State, Zip

bhastie@rickengineering.com

July 13, 2023

Email Address

Date




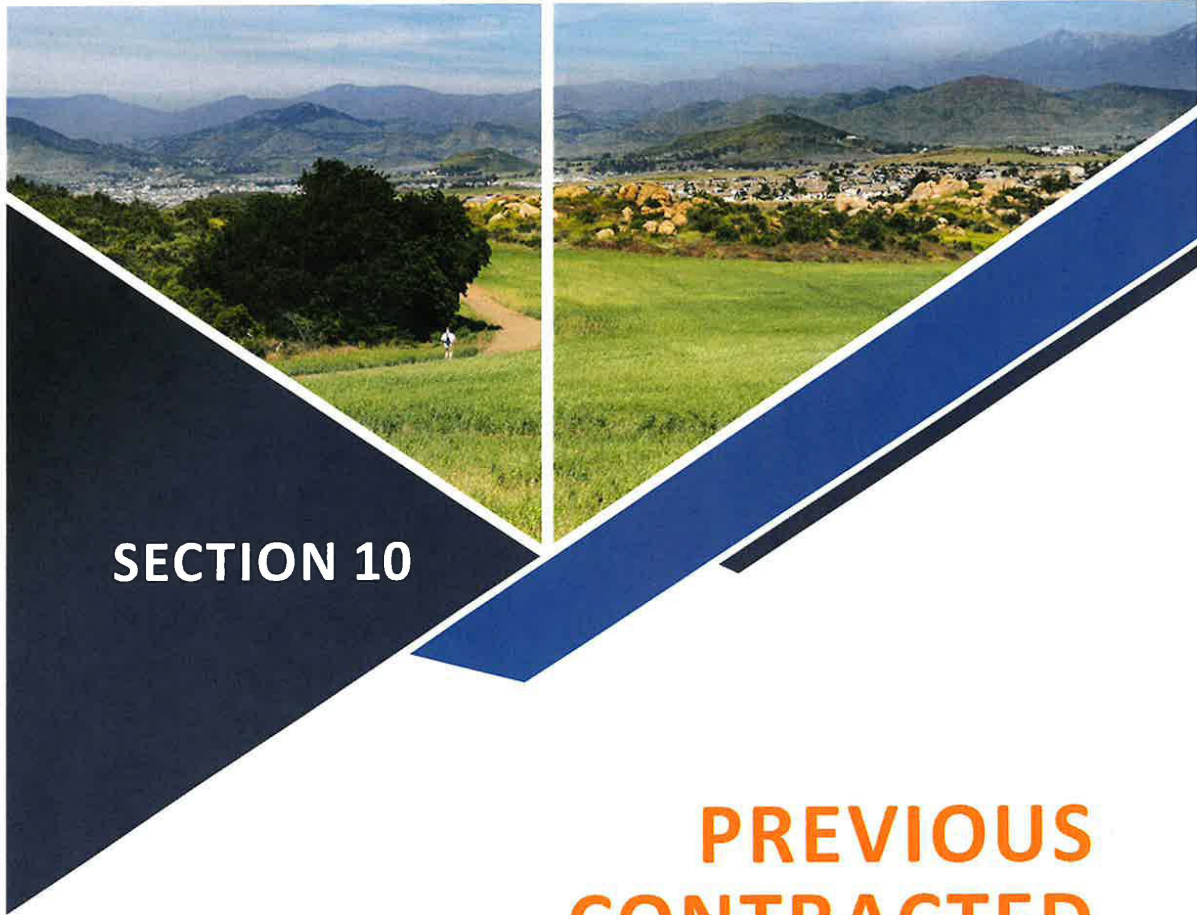
ATTACHMENT C: TYLIN

Made to: City of Menifee

(a) By submitting this proposal, each proposer and each person signing on behalf of any firm certifies, and in the case of a joint proposal, each party therefore certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- (1) The fees and terms in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such fees and terms with any other proposer or with any other competitor; and
- (2) Unless otherwise required by law, the fees and terms which have been quoted in this proposal have not been knowingly disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made by the proposer or will be made to induce any other persons, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.

<div style="border-bottom: 1px solid black; padding-bottom: 2px;">Dan Fitzwilliam Vice President</div> <div style="text-align: center;">Printed Name and Title</div>	<div style="border-bottom: 1px solid black; padding-bottom: 2px; text-align: center;"></div> <div style="text-align: center;">Signature</div>
<div style="border-bottom: 1px solid black; padding-bottom: 2px;">T.Y. Lin International</div> <div style="text-align: center;">Name of Firm/Company/Corporation</div>	<div style="border-bottom: 1px solid black; padding-bottom: 2px; text-align: center;">619 692 1920</div> <div style="text-align: center;">Telephone Number</div>
<div style="border-bottom: 1px solid black; padding-bottom: 2px;">404 Camino del Rio South, Suite 700</div> <div style="text-align: center;">Street Address</div>	<div style="border-bottom: 1px solid black; padding-bottom: 2px; text-align: center;">San Diego, CA 92108</div> <div style="text-align: center;">City, State, Zip</div>
<div style="border-bottom: 1px solid black; padding-bottom: 2px; text-align: center;">dan.fitzwilliam@tylin.com</div> <div style="text-align: center;">Email Address</div>	<div style="border-bottom: 1px solid black; padding-bottom: 2px; text-align: center;">07/05/2023</div> <div style="text-align: center;">Date</div>



SECTION 10

PREVIOUS CONTRACTED PERFORMANCE AND LITIGATION STATEMENT



ATTACHMENT D: RICK ENGINEERING COMPANY

The City will evaluate the facts and may, at its sole discretion, reject Proposer's response if the facts discovered indicate that completion of a contract resulting from this Request for Proposal may be jeopardized by the selection of Proposer. If no such terminations for default have been experienced by Proposer in the last five years, so indicate. The City shall reject any Proposer's response if it discovers any contract terminations within the stated period that were not disclosed.

PREVIOUS CONTRACT PERFORMANCE:

- a) Submit details of all terminations for default experienced by Proposer during the past three (3) years including the other party's name, address and telephone number. Termination for default is defined as a notice to stop performance due to Proposer's nonperformance or poor performance and the issue was either (a) not litigated or (b) litigated and such litigation determined Proposer to be in default. Present a description of the facts surrounding each incident and include Proposer's position on the matter. Exclude garnishments and similar routine matters that do not affect contract performance. Indicate whether or not the Proposer or principals have ever been suspended or debarred by any government agency. State "NONE" if none. Use additional sheets as necessary.

None

- a) Indicate whether or not the Proposer or principals have ever been involved in any kind of bankruptcy proceedings. Give a summary of all proceedings and provide a listing of all significant outstanding claims or judgments. State "NONE," if none. Use additional sheets as necessary.

None

LITIGATION HISTORY:

Check One:

- ☐ The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- ☒ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: RICK Engineering Company

SIGNATURE: Brendan Hastie

NAME: Brendan Hastie, PE, LEED AP

TITLE: Principal-in-Charge/Contract Manager

DATE: July 13, 2023

10. Previous Contract Performance and Litigation Statement



LITIGATION SUMMARY

Below is a summary of litigation RICK Engineering Company (RICK) is or has been involved. There are no other litigation, mediation, or regulatory actions to report as described in the Request for Proposal.

RICK is or was a defendant or cross-defendant in each of the actions below, but not the main defendant in most of them.

Ceballos v. Standard Pacific

Project Owner:	Standard Pacific
Project Name:	Harmony Grove
Date of the Claim:	March 25, 2015
Project Completion Date:	N/A
Basis of Claim:	Wrongful Death
Claim or Suit Amount:	Unknown
Current Status:	Dismissed as to Rick Eng.
Award or Settlement:	N/A
Case No.:	37-2014-0000-2578
Court:	Superior Court of California, County of San Diego

An operator of an excavator was struck by a piece of the tooth from the bucket as he was trenching for the storm water line. RICK is the civil engineer for the design of the road where the excavation was taking place.

City of San Diego v. Black Mountain Ranch

Project Owner:	Black Mountain Ranch
Project Name:	Carmel Valley Road
Date of the Claim:	April 20, 2015
Project Completion Date:	2003
Basis of Claim:	Bicycle Accident
Claim or Suit Amount:	Unknown
Current Status:	Settled
Award or Settlement:	Confidential
Case No.:	37-2014-00019435
Court:	Superior Court of California, County of San Diego

Fogarty v. Glenn A. Rick Engineering & Dev. Co.

Project Owner:	Thomas Fogarty
Project Name:	Oak Valley
Date of the Claim:	July 31, 2015
Project Completion Date:	N/A
Basis of Claim:	Contract Dispute
Claim or Suit Amount:	Unknown
Current Status:	Dismissed
Award or Settlement:	Confidential
Case No.:	164687
Court:	Superior Court of California, Butte County

10. Previous Contract Performance and Litigation Statement



City of Chula Vista v. Orr Builders

Project Owner: City of Chula Vista
Project Name: Elite Athlete Training Center
Date of the Claim: 09/06/2019
Project Completion Date: 2016
Basis of Claim: Construction Claim
Claim or Suit Amount: Unknown
Current Status: Superior Court
Award or Settlement: Matter still pending
Case No.: 37-2019-00047190
Court: Superior Court of California, County of San Diego

Hanshaw v Bundy-Finkel

Project Owner: Hanshaw Development Co 2015, LLC
Date of Claim: 09/27/2019
Project Completion: 2019
Basis of Claim: Construction Claim
Claim or Suit Amount: \$250,000
Current Status: Settled
Award or Settlement: Confidential
Case No.: MCC 1901135
Court: Superior Court, California, Riverside

**ATTACHMENT D: TYLIN**

The City will evaluate the facts and may, at its sole discretion, reject Proposer's response if the facts discovered indicate that completion of a contract resulting from this Request for Proposal may be jeopardized by the selection of Proposer. If no such terminations for default have been experienced by Proposer in the last five years, so indicate. The City shall reject any Proposer's response if it discovers any contract terminations within the stated period that were not disclosed.

PREVIOUS CONTRACT PERFORMANCE:

- a) Submit details of all terminations for default experienced by Proposer during the past three (3) years including the other party's name, address and telephone number. Termination for default is defined as a notice to stop performance due to Proposer's nonperformance or poor performance and the issue was either (a) not litigated or (b) litigated and such litigation determined Proposer to be in default. Present a description of the facts surrounding each incident and include Proposer's position on the matter. Exclude garnishments and similar routine matters that do not affect contract performance. Indicate whether or not the Proposer or principals have ever been suspended or debarred by any government agency. *State "NONE," if none. Use additional sheets as necessary.*

In March of 2023, T.Y. Lin International ("TYLin") received a notice of termination for defaults from its client, the City of Lynchburg. TYLin disputes that the purported grounds for termination rise to an event of default under the contract and is vigorously contesting the matter.

- a) Indicate whether or not the Proposer or principals have ever been involved in any kind of bankruptcy proceedings. Give a summary of all proceedings and provide a listing of all significant outstanding claims or judgments. *State "NONE," if none. Use additional sheets as necessary.*

None

10. Previous Contract Performance and Litigation Statement



LITIGATION HISTORY:

Check One:

- ☐ The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- ☒ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: T.Y. Lin International

SIGNATURE: *Dan Fitz*

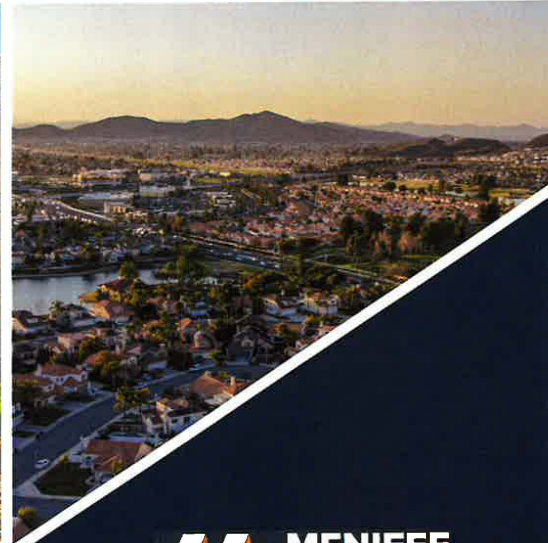
NAME: Dan Fitzwilliam

TITLE: Vice President

DATE: 07/05/2023

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

Note: T.Y. Lin International is a large company, and, despite the scope and volume of its business, the company is involved in relatively few legal proceedings. Some proceedings may be confidential or involve the privacy rights of individuals; however, T.Y. Lin International currently has no significant pending litigation in which would adversely impact its financial stability or capability to provide quality services. Should you have any questions or need further information please contact our Corporate Counsel, John Wood at +1 (786) 441-8648 or john.wood@dar-usa.com.



Cost Proposal to Provide

CITY OF MENIFEE

**CITYWIDE BRIDGE/CULVERT
INVENTORY STUDY** (No. 2023-23)



(619) 291-0707
5620 Friars Road,
San Diego, CA 92110

(951) 782-0707
1770 Iowa Avenue, Suite 100,
Riverside, CA 92507

WWW.RICKENGINEERING.COM

11. Cost Proposal (Attachment E)



The following outlines the anticipated breakdown of the project budget, based upon information provided by the City of Menifee in the RFP and our proposed approach to the completion of the project. Costs for insurance and other normal overhead costs (telephone, office supplies, incidentals, etc.) for our company are accounted for in our normal cost of doing business and are not included in the reimbursable cost total in the table below.

Task	Rates and Hours												Direct Costs	Total Cost
	Principal-in-Charge	Project Manager	Water Resources Principal Designer	Water Resources Associate Designer	GIS Manager	Principal GIS Analyst	Lead Bridge Engineer	Senior Field Engineer 1	Senior Field Engineer 2	Senior Bridge Engineer	Inspector	Bridge Engineer		
Company	RICK							TYLIN						
Description	\$290.00	\$230.00	\$170.00	\$150.00	\$200.00	\$150.00	\$258.00	\$235.00	\$205.00	\$200.00	\$168.00	\$168.00		
Task A - Project Management														
Kick-Off Meeting	2	2					2	2					\$2,026.00	\$2,026.00
Monthly Team Meetings (up to 12 meetings)	12	48					6	6					\$17,478.00	\$17,478.00
Project Tracking		24											\$5,520.00	\$5,520.00
Task B - Data Collection and Compilation														
Data Collection		4			8	8	2			8	8		\$7,180.00	\$7,180.00
Inspection Work Plan	2	4	16	20	8	20	2	2		4	8		\$14,950.00	\$14,950.00
Task C - Field Survey and Inspections														
Field Inspection Services (up to 160 culverts & 1 bridge)			150	100				54	54		150		\$89,460.00	\$89,460.00
Asset Condition Rating and Inspection Reports	2	8	60	40				4		4	20	20	\$27,080.00	\$27,080.00
Task D - Develop the Bridge and Culvert Inventory														
Develop the Bridge and Culvert Inventory		8			16	40							\$11,040.00	\$11,040.00
Opinion of Probable Construction	2	8	8	16			2			2	4	4	\$8,440.00	\$8,440.00
Preventative Maintenance Activity Summary	2	8	16				4			8			\$7,772.00	\$7,772.00

EXHIBIT A.

11. Cost Proposal (Attachment E)



Prioritization of Recommended Improvements	2	4	16	12			4	4		10			\$9,992.00		\$9,992.00
Draft Report	2	4	12	36			4	4		8		16	\$15,200.00		\$15,200.00
Final Report	1	2	6	20			2	2		2		8	\$7,500.00		\$7,500.00
Direct Costs (mileage, printing)														\$5,000.00	\$5,000.00
														FINAL ESTIMATE	\$228,638.00

ASSUMPTIONS FOR INSPECTION

- Inspection can cover 8 locations per day (<200 ft length) for culverts 48" and higher.
- 2 person crew for inspection (safety concerns/confined space requirements, etc) - 1 from TYLin and 1 from RICK for Culverts; Both from TYLin for Bridge.
- Assume 1/2 of the 261 unknown culverts are 48" or over.
- Total # inspected = 110 assumed + 90 known = 160 locations.
- Assume all are 200' or less in length.
- Field Work is prevailing wage.
- 25 days of inspection required @ 8 hrs/day+ 2 hrs travel.

*** The quoted estimate will remain valid for a period of at least ninety (90) days.**