



## City Council Staff Report

Date: November 17, 2010 CONSENT CALENDAR

Subject: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR THE TRACT NO. 13257 SEWER IMPROVEMENTS, CITY PROJECT 10-02

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

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### SUMMARY

The City Council awarded the Public Works and Engineering Department \$267,118 from its 2010/2011 Community Development Block Grant ("CDBG") Program to design and construct a new sewer system within Tract No. 13257 (located west of Gene Autry Trail and south of Via Escuela). The City solicited proposals from consultants for civil engineering design services for this project. After a competitive consultant selection process, the City selected Harris & Associates and negotiated the proposed professional services agreement.

### RECOMMENDATION:

- 1) Approve Agreement No. \_\_\_\_\_ with Harris & Associates in the amount of \$58,965 for civil engineering design services related to the Tract No. 13257 Sewer Improvements, City Project 10-02; and
- 2) Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

On February 25, 2010, the Public Works and Engineering Department submitted a proposal to the City's Community & Economic Development Department for funding from the City's 2010/2011 CDBG Program. This year the Department elected to propose a project to design and construct a new sewer system to serve the low-to-moderate income neighborhood located west of Gene Autry Trail and south of Via Escuela (referred to as "Tract No. 13257"). Tract No. 13257 was developed during the 1980's when it was part of unincorporated Riverside County. At the time, Riverside County did not require extension of public sewer to the tract, and all 87 homes in Tract No. 13257 have private septic systems, some of which have begun to fail. Some lower

income property owners have had to request financial assistance from the City for pumping and servicing of their septic systems.

Tract No. 13257 was annexed to the City of Palm Springs in 1991.

Tract No. 13257 which includes Arnico Street, Norloti Street, Via Escuela (between Arnico Street and Gene Autry Trail), Jason Ct., Marni Ct., and Zachary Ct. is one of a few residential neighborhoods in Palm Springs that lacks a public sewer system. The City's domestic water supply provided by Desert Water Agency relies on pumping of water from the underlying aquifer, the quality of which is threatened by the continued leaking of septage from septic tanks into the ground. The septic systems in Tract No. 13257 already have or will soon be reaching the end of their useful design life, and the threat to water quality of the underlying aquifer exists, which can only be mitigated through the installation of a new public sewer system.

Extension of new sewer improvements to neighborhoods without sewers can generally only be funded if the property owners in that neighborhood support the establishment of an Assessment District. Through an Assessment District, the City finances the ultimate cost of the new sewer improvements, and the property owners are subsequently levied a special assessment on their property tax bill allowing the City to pay the debt service on the financing of the project.

The total estimated cost to install new sewer improvements within Tract No. 13257 to benefit all 87 properties is \$1,200,000 (or approximately \$14,000 per home). If the entire Tract No. 13257 neighborhood were to approve an Assessment District to construct a new sewer system in their neighborhood, staff estimates the resulting new special assessment to be levied on each property tax bill at \$1,100 per year<sup>1</sup>. Given the low-to-moderate income status of this neighborhood, staff does not expect sufficient support would exist to approve an Assessment District for this project.

The City, through its Wastewater Fund, cannot normally fund extension of new sanitary sewer facilities to properties that have not paid into the Wastewater Fund. Properties that are currently served by a public sanitary sewer system pay a sewer service charge for operation and maintenance of the existing sewer system. Using these funds to pay for extension of sanitary sewer to properties that have not paid into the Wastewater Fund may be considered misuse of those funds.

The City has investigated the availability of state funding through the Clean Water State Revolving Fund (CWSRF), however, grants through the CWSRF are very competitive and priority is given to areas where the Regional Water Quality Control Board (RWQCB) has adopted findings that the water aquifer of a particular area is being threatened by existing septic systems and that the mandatory installation of public sewers is required. This was the case with the Cathedral City "Cove", in that the RWQCB issued specific

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<sup>1</sup> Assumes 25-year payback at 6% interest.

findings for the Cove and ordered Cathedral City to mitigate the problem; this is not the case here.

Therefore, if the City were to consider funding this project on behalf of the property owners, the only available funding source is the City's own General Funds. However, given the City's current budget crisis, it is unlikely that funding this project through the General Fund will be possible. Therefore, the Department looked to alternative funding, such as the City's CDBG Program.

On March 17, 2010, the City Council approved the 2010/2011 CDBG Program, and awarded the Department \$267,118 for the first phase of this project. Ultimately, this phased CDBG project proposes to install approximately 3,800 feet of 8" VCP public sewer line and 3,480 feet of 4" VCP sewer laterals. The existing on-site septic tanks will be disconnected and abandoned in accordance with the City's Building Department requirements. The costs to convert from private septic systems to a public sewer system are included in this proposal, including the \$3,000 per unit sewer connection charge imposed by the City at the time a property is connected to the City's sewer system.

Given the \$1,200,000 total estimated cost to provide public sewer to Tract No. 13257, the Department proposed that this project be a multi-year CDBG phased project. This proposed first phase of the "Tract No. 13257 Sewer Improvements" project represents approximately 25% of the total project, and includes 21 households. The next phases of the project will be presented for future CDBG funding consideration. Included in the first phase is the design of the entire sewer system within Tract No. 13257, thereby allowing the Department to immediately bid and construct the subsequent phases upon the City's award of future CDBG funding of those phases.

This project requires the services of a professional civil engineering firm to prepare the plans and specifications to construct the new sewer system. Staff prepared a Request for Proposals (RFP) for civil engineering design services to solicit consultants for this project. On August 5, 2010, the RFP was published and made available to firms through the City's Division of Procurement and Contracting, and by the September 16, 2010, deadline, proposals from the following 16 firms were received:

C&S Companies; Temecula, CA  
Christiansen & Company; Riverside, CA  
Cozad & Fox, Inc.; Indio, CA  
DMC Design Group, Inc.; Corona, CA  
Dudek; Encinitas, CA  
Engineering Resources of Southern California; Indio, CA  
Harris & Associates; Palm Desert, CA  
Hernandez, Kroone & Associates; San Bernardino, CA  
Lee & Ro, Inc.; City of Industry, CA  
MSA Consulting; Rancho Mirage, CA

Otte-Berkeley Group, Inc.; Colton, CA  
Pfeiler and Associates Engineers, Inc.; Chino, CA  
TKE Engineering, Inc.; Riverside, CA  
VA Consulting; Palm Desert, CA  
W-T Civil Engineering, LLC; Hoffman Estates, IL  
West Site Engineering, Inc.; Foothill Ranch, CA

Following review of the proposals by a Selection Committee, a clear consensus of Harris & Associates as the top ranked firm was made. The Selection Committee determined that final interviews were not necessary based on its clear determination of a top ranked firm. The selection was based on Harris & Associates' thorough understanding of the project area, identification of critical issues in their technical proposal, and recent and relevant sewer design experience preparing sewer plans for the Dream Homes neighborhood of Cathedral City.

### **Local Business Preference Compliance**

Section 7.09.030 of the Palm Springs Municipal Code, "Local Business Preference Program," requires consultants to use good faith efforts to solicit applications for employment and proposals for sub-consultants for work associated with the proposed contract from local residents and firms as opportunities occur and hire qualified local residents and firms whenever feasible. In accordance with the exceptions in the Code, given the federal funding associated with the CDBG funds for this project (the City is a direct recipient of CDBG federal funds from the U.S. Department of Housing and Urban Development), local preferences are not allowed, and the provisions of the City's Local Business Preference Program were not included in the RFP.

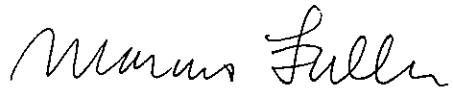
However, the selected consultant has a local office in Palm Desert, and is therefore considered a local business enterprise.

### **FISCAL IMPACT:**

The City Council awarded the Department \$267,118 in CDBG funds from the 2010/2011 CDBG Program for this project. The negotiated fee to design the entire sewer system for Tract No. 13257 is \$58,965, which will be funded from the first phase of this multi-phase CDBG project. The balance of CDBG funds available will cover construction costs for the first phase of this project. Sufficient funds are available in CDBG account 137-4812-63583.

**SUBMITTED:**

Prepared by:



Marcus L. Fuller  
Assistant Director of Public Works

Recommended by:

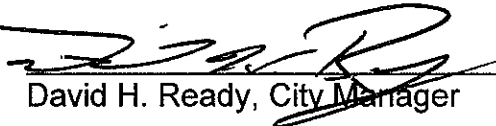


David J. Barakian  
Director of Public Works/City Engineer

Approved by:



Thomas J. Wilson, Asst. City Manager



David H. Ready, City Manager

**ATTACHMENTS:**

1. Agreement

**CITY OF PALM SPRINGS  
PROFESSIONAL SERVICES AGREEMENT  
TRACT NO. 13257 SEWER IMPROVEMENTS  
CITY PROJECT NO. 10-02**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF PALM SPRINGS, a California charter city and municipal corporation, (hereinafter referred to as "City") and HARRIS & ASSOCIATES, a California corporation, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

**RECITALS**

A. City has determined that there is a need for civil engineering design services for the Tract No. 13257 Sewer Improvements Project, City Project No. 10-02, (hereinafter the "Project").

B. Consultant has submitted to City a proposal to provide civil engineering design services to City for the Project pursuant to the terms of this Agreement.

C. Consultant is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided herein.

D. City desires to retain Consultant to provide such professional services.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1.0 SERVICES OF CONTRACTOR**

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant agrees to perform the professional services set forth in the Scope of Services described in Exhibit "A," which is attached hereto and is incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of professional work and professional services and that Consultant is experienced in performing the Work and Services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the Work and Services required hereunder. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized as professional quality among well-qualified and experienced professionals performing similar work under similar circumstances.

**1.2 Contract Documents.** The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Proposals;

and, (4) the Consultant's signed, original proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The City's Request for Proposals and the Consultant's Proposal, which are both attached hereto as Exhibits "B" and "C," respectively, are hereby incorporated by reference and are made a part of this Agreement. The Scope of Services shall include the Consultant's Proposal. All provisions of the Scope of Services, the City's Request for Proposals, and the Consultant's Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1<sup>st</sup>) the provisions of the Scope of Services (Exhibit "A"); (2<sup>nd</sup>) the provisions of the City's Request for Proposals (Exhibit "B"); (3<sup>rd</sup>) the terms of this Agreement; and, (4<sup>th</sup>) the provisions of the Consultant's Proposal (Exhibit "C").

**1.3 Compliance with Law.** Consultant warrants that all Services rendered hereunder shall be performed in accordance with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

**1.4 Licenses, Permits, Fees and Assessments.** Consultant represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. 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 the Consultant's performance of the Work and Services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

**1.5 Familiarity with Work.** By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

**1.6 Care of Work.** Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

**1.7 Further Responsibilities of Parties.** Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

**1.8 Additional Services.** City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to twenty-five percent (25%) of the Maximum Contract Amount or \$25,000, whichever is less, or in the time to perform of up to thirty (30) days, may be approved by the City Manager, or his designee, as may be needed to perform any extra work. Any greater increases, occurring either separately or cumulatively, must be approved by the Palm Springs City Council. It is expressly understood by Consultant that the provisions of this section shall not apply to the services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any work or service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

## **2.0 COMPENSATION**

**2.1 Maximum Contract Amount.** For the Services rendered pursuant to this Agreement, Consultant shall be compensated by City in accordance with the Schedule of Compensation, which is attached hereto as Exhibit "D" and is incorporated herein by reference, but not exceeding the maximum contract amount of **Fifty-Eight Thousand Nine Hundred Sixty-Five Dollars, (\$58,965.00)** (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "E." Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation. The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Consultant hereby acknowledges that it accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than Consultant anticipates, that Consultant shall not be entitled to additional compensation therefore, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The maximum amount of city's payment obligation under this section is the amount specified herein. If the City's maximum payment obligation is reached before the Consultant's Services under this Agreement are completed, consultant shall nevertheless complete the Work without liability on the City's part for further payment beyond the Maximum Contract Amount.

**2.2 Method of Payment.** Unless some other method of payment is specified in the Schedule of Compensation (Exhibit "D"), in any month in which Consultant wishes to receive payment, no later than the tenth (10) working day of such month, Consultant shall submit to



the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical. There shall be a maximum of one payment per month.

**2.3 Changes in Scope.** In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product; or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

**2.4 Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefore by the Palm Springs City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

### **3. SCHEDULE OF PERFORMANCE**

**3.1 Time of Essence.** Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance (Exhibit "E").

**3.2 Schedule of Performance.** Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "E" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

**3.3 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is

justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

**3.4 Term.** Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of the Services but not exceeding three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "E") and pursuant to Section 3.2 above, unless extended by mutual written agreement of the Parties.

#### **4. COORDINATION OF WORK**

**4.1 Representative of Consultant.** The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: **Carlos Mendoza, PE**. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

**4.2 Contract Officer.** The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

**4.3 Prohibition Against Subcontracting or Assignments.** The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required under this Agreement without the prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder

shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

#### **4.4 Independent Contractor.**

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

## **5. INSURANCE**

**5.1 Types of Insurance.** Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein, against claims which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, or employees. In the event the City

Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided pursuant to this Agreement shall be on an occurrence basis. The minimum amount of insurance required hereunder shall be as follows:

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form professional liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per occurrence and two-million dollars (\$2,000,000.00) annual aggregate, in accordance with the provisions of this section.

(1) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any professional liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant shall procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services pursuant to this Agreement.

(2) If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Manager.

(3) In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. If Consultant has no employees, Consultant shall complete the City's Request for Waiver of

Workers' Compensation Insurance Requirement form.

C. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) for bodily injury or disease.

**5.2 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City Manager prior to commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

**5.3 Other Insurance Requirements.** The following provisions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

5.3.1 For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.

5.3.3 All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such

insurance coverage.

- 5.3.4 None of the insurance coverages required herein will be in compliance with these requirements if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.
- 5.3.5 Consultant agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.
- 5.3.6 Consultant agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.
- 5.3.7 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.
- 5.3.8 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.9 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.10 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

5.3.11 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.

5.3.12 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.

**5.4 Sufficiency of Insurers.** Insurance required herein shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances.

**5.5 Verification of Coverage.** Consultant shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Consultant's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No.\_\_\_\_" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No.\_\_\_\_" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Consultant's obligation to provide them.

## **6. INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its officers, council members, officials, employees, agents and volunteers and all other public agencies whose approval of the Project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders, and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's negligent, reckless, or willful performance of or failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"), but Consultant's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness, or willful misconduct of the City, its officers, council members, officials, employees, or agents.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. In the event a final judgment, arbitration award, order, settlement, or other final resolution expressly determines that Claims did not arise out of, pertain to, nor relate to the negligence, recklessness, or willful misconduct of Consultant to any extent, then City shall reimburse Consultant for the reasonable costs of defending the Indemnified Parties against such Claims, except City shall not reimburse Consultant for attorneys' fees, expert fees, litigation costs, and expenses that were incurred defending Consultant or any parties other than Indemnified Parties against such Claims.

Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if



an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

## **7. REPORTS AND RECORDS**

**7.1 Accounting Records.** Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

**7.2 Reports.** Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

**7.3 Ownership of Documents.** All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

**7.4 Release of Documents.** All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

**7.5 Audit and Inspection of Records.** After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

## **8. ENFORCEMENT OF AGREEMENT**

**8.1 California Law and Venue.** This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such County, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**8.2 Interpretation.** This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

**8.3 Termination.** City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, upon giving Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

### **8.4 Default of Consultant.**

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or his designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall

notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4.B, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

**8.5 Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

**8.6 Rights and Remedies Cumulative.** 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.

**8.7 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**8.8 Attorney Fees.** In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding

within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

## **9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

**9.1 Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

**9.2 Conflict of Interest.** No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested in violation of any state statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

**9.3 Covenant Against Discrimination.** In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## **10. MISCELLANEOUS PROVISIONS**

### **10.1 Patent and Copyright Infringement.**

A. To the fullest extent permissible under law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

**10.2 Notices.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City: City of Palm springs  
Attention: City Manager & City Clerk  
3200 E. Tahquitz Canyon Way  
Palm springs, California 92262  
Telephone: (760) 323-8204  
Facsimile: (760) 323-8332

To Consultant: Harris & Associates  
43-100 Cook Street, Suite 103  
Palm Desert, CA 92211  
Attention: Carlos Mendoza, PE  
Telephone: (760) 340-6111  
Facsimile: (760) 340-6433

**10.3 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

**10.4 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity

deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

**10.5 Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

**10.6 Third Party Beneficiary.** Except as may be expressly provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

**10.7 Recitals.** The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

**10.8. Corporate Authority.** Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he or she is signing is bound.

(SIGNATURES ON FOLLOWING PAGE)

**IN WITNESS WHEREOF**, the City and the Consultant have caused this Agreement to be executed the day and year first above written.

**ATTEST:  
CITY OF PALM SPRINGS, CA**

**CONTENTS APPROVED:**

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_  
City Engineer

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED BY CITY COUNCIL:**

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

Date: \_\_\_\_\_ Agreement No. \_\_\_\_\_

Date: \_\_\_\_\_

**CONSULTANT**

Name: Harris & Associates

Check one:  Individual  Partnership  Corporation

Corporations require two notarized signatures: One signature must be from Chairman of Board, President, or any Vice President. The second signature must be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

Address: 43-100 Cook Street, Suite 103  
Palm Desert, CA 92211

By: \_\_\_\_\_  
Signature (notarized)

By: \_\_\_\_\_  
Signature (notarized)

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_



On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature \_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

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

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

The General Scope of Work for the Project consists of:



## EXHIBIT "A" SCOPE OF SERVICES

**General Scope:** Prepare plans, specifications and estimate (PS&E) for construction of a sanitary sewer system within Tract No. 13257 (separated into four phases).

- **Topographic Survey** – Provide necessary aerial and/or field topography as necessary to prepare PS&E.
- **Utility Coordination** – Provide all necessary coordination with public utilities to identify location of public utilities within the project area, identify all potential utility conflicts, provide utility clearance for project.
- **Design** – Prepare plans, specifications, and estimates (PS&E) for implementing all four phases of the Project, subject to review and approval by the City Engineer.

**Detailed Scope:** The Consultant's scope of work is hereby defined as follows:

### **Task 1.0 - Project Management**

**Task 1.1 Progress Meetings (2).** The included project schedule will be updated with input from the City and delivered within two weeks from Notice to Proceed with the project. Preparation of agendas, meeting attendance, and issuance of minutes to the City within five working days before and after up to two (2) meetings is included. Unless directed otherwise, Consultant assumes that the City will review, finalize, and issue agendas and minutes to invitees / attendees.

**Task 1.2 Utility Coordination.** Consultant shall mail initial utility notifications on behalf of the City to all utility companies that have facilities within the project limits making them aware of the upcoming construction activities and requesting copies of their maps, plans, and/or sketches of their existing and/or proposed facilities within the project limits. In addition to the written utility notifications, Consultant shall contact the utility companies by telephone to ensure that written notifications were received and being acted upon. Copies of progress submittals shall be transmitted to all affected utility companies to notify them of the anticipated project construction schedule and request any utility potholing and/or relocations necessary for the construction of the proposed improvements. As with all of our design projects, Consultant shall maintain a utility log tracking when and to whom notifications were sent and document the responses received. City staff will be copied on all utility correspondence.

**1.3 QA/QC During Design.** Quality control will be exercised in all aspects of the project. This task includes quality reviews by senior staff members who are not otherwise associated with the project. Internal sign-off QA/QC team on deliverables is required before final deliverables are issued. A copy of the Consultant's internal QA/QC comments will be provided to City staff.

The Consultant's QA/QC Submittal Guidelines (Table 1) is included on the following page.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Table 1- QA/QC Submittal Guidelines

	Submittal 60%	Submittal 90%	Submittal Final
Reports and Calculations	<ol style="list-style-type: none"> <li>1. Geotechnical Report</li> <li>2. Basis of Design</li> <li>3. Hydraulic Calculations</li> <li>4. Utility Conflict Report/Pothole locations</li> </ol>	Final versions of previous work, if changes were made.	Final versions of previous work, if changes were made.
Plans	<ol style="list-style-type: none"> <li>1. Base map drawings including existing features, topo and utilities</li> <li>2. Schematic alignment(s)</li> <li>3. Typical trench section</li> <li>4. Key proposed and spot elevations in plan view</li> <li>5. Title sheet</li> <li>6. Notes</li> <li>7. Details</li> <li>8. Revised alignment as approved by City</li> <li>9. Profile showing street grade and utilities</li> <li>10. Sections</li> <li>11. Pothole locations</li> </ol>	Previous work plus: <ol style="list-style-type: none"> <li>1. Additional details</li> <li>2. Sewer laterals, and water locations</li> <li>3. Pothole information and design revisions if applicable.</li> </ol>	
Specifications	<ol style="list-style-type: none"> <li>1. Draft of all sections including references</li> <li>2. Markup of City front end documents</li> </ol>	Final Draft of all sections	Final electronic and hard copy, bound if required.
Cost Opinion	Itemized cost estimate with 25% contingency <ol style="list-style-type: none"> <li>1. New bid items identified and included with cost</li> <li>2. Update quantities and unit prices</li> <li>3. Contingency reduced to 20%</li> </ol>	Previous work plus: <ol style="list-style-type: none"> <li>1. New bid items identified and included with cost</li> <li>2. Update quantities and unit prices</li> <li>3. Contingency reduced to 20%</li> </ol>	Previous work plus: <ol style="list-style-type: none"> <li>1. New bid items identified and included with cost</li> <li>2. Update quantities and unit prices</li> <li>3. Contingency reduced to 20%</li> </ol>

**Task 2.0 - Preliminary Investigation**

**Task 2.1 Data Gathering & Field Review.** Consultant shall gather available record information from the City pertinent to the design, including project planning reports, as-builts for existing water and sewer mains and sewer and water maps. In addition, Consultant shall conduct field reviews to inventory the existing project site. This includes photos of the project

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

area documenting existing conditions. This information will be compiled and provided to the City. Work at this phase does not include potholing.

**Task 2.2 Survey.** The survey will:

- Perform research of public records, mission planning, field data collection and the generation of a topographic map for the six (6) interior streets and affected easement areas of the tract. The project length is approximately 3,000 feet.
- Utilize published City of Palm Springs Bench Mark values for the survey.
- Field locate all utilities, driveways, large trees, masonry planters, fences and any other improvements within or immediately adjacent the public Right-of-Way of the tract that may impact the construction of the proposed sewer improvements.
- Locate, measure and show the depths of all water service improvements within the street right-of-way.
- Reference street stationing based upon approved street improvement plans.
- Generate a topographic map of the site at 40-scale and with a one-foot contour interval. The topographic map will show existing street Right-of-Way and record lot configurations per Tract No. 13257.
- Make additional site visits to record locations and elevations for potholing operations. Six (6) pothole locations are assumed for the purpose of this proposal.

- **Task 2.3 Utility Potholing.** Our scope of services includes up to six (6) pothole locations. Potholing shall include:

- Underground Services Alert Markout
- Arrangement of any utility stand-by personnel that may be required
- Obtaining and abiding by the requirements of the "No-Fee" encroachment permit.
- Vacuum excavation
- Documented site photos and measurements
- Vacuum excavation, backfill, compaction, and restoration with "cold-patch" asphalt and marking with a PK nail for survey.
- Preparation of a "Subsurface Utility Report".

**Task 3.0 – Preliminary PS&E (60%)**

**Task 3.1 60% Plans.** 60% drawings and supporting calculations shall be prepared.

1. Plans will reflect either routing sewer in Via Escuela to the existing sewer in N. Gene Autry Trail (preferred option), or
2. Through the referenced subdivision depending upon utility constraints/cost effectiveness.
3. The proposed sewer will be constructed within the existing drainage easements between parcel 28 and 29 via open channel. No trenchless design will be included. If option 1 is used it is understood that laterals to units along Via Escuela may have substandard slopes of less than 2%. Plans shall include plan and profile, stationing, crossing utilities shown

## EXHIBIT "A" SCOPE OF SERVICES

and called-out in profile, details of construction, call-outs, horizontal and vertical controls,. Sixty percent (60%) plans shall be submitted to the City and affected utilities for review and comment.

**Task 3.2 60% Specifications.** At the 60 percent design stage, project specifications shall be prepared using the City's current bidding documents and provisions. A markup of the City's front end documents shall be prepared along with complete technical specifications prepared in Standard Specifications for Public Works Construction (SSPWC, or "Greenbook") format.

**Task 3.3 60% Cost Opinion.** The 60 percent submittal will be based on unit costs from recent bids in the area for similar work and will include additional details developed in the 60% design. A twenty percent contingency will be used.

### **Task 4.0 - Final PS&E (90%-100%)**

Consultant shall address 60 percent comments from City and utilities and submit plans, specifications, and cost estimates.

**Task 4.1 90% Plans.** Based on additional design detail and City comments, 90 percent drawings shall be prepared. Drawings will include all notes and details necessary for construction. Ninety percent (90%) plans shall be submitted to the City and affected utilities for review and comment.

**Task 4.2 90% Specifications.** The 90 percent specifications will be developed based on comments from the 60 percent submittal and coordination with vendors and contractors, as may be required for complex items of work.

**Task 4.3 90% Cost Opinion.** The 60 percent cost opinion will be revised based on comments and additional design details. The 90 percent submittal will reflect refinements to quantities and additional details developed in the design. A ten percent contingency will be used. The cost opinion will match the bid sheet.

**Task 4.4 Final PS&E plus Mylars.** Project plans, specifications, and a final cost opinion shall be prepared based on comments to the 90 percent submittal. Documents will be suitable for bidding.

### **Assumptions and Limitations**

Our scope of services is based on the following assumptions:

- No trenchless design will be done. This proposal is based upon the removal of the concrete drainage channel between parcels 28 and 29 and using conventional open trench methods to construct sewer within the existing easement.
- Costs of permits and agency reviews will be paid directly by the City

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- City will provide private and public CCTV services and reports as may be required
- The project is exempt from CEQA. No environmental permits required.
- City will not require consulting assistance if any easements are required, and easement acquisition, if necessary, will not impact the schedule.
- Area of impact will be less than one acre and not subject to the Statewide General Construction Permit 2009-0009 so that a SWPPP will not be required.
- Proposal does not include Bid or construction phase engineering services.
- City will be preparing the bid respective packages along with any and all CBDG Fund processing.
- For the purpose of this proposal, it is assumed the City will require three (3) full size and three (3) half size sets of plans at each submittal, with mylars and electronic scans of the final approved set. Specifications and cost estimates will be provided to the City in electronic format with two (2) hard copy sets for review.
- For the purpose of this proposal, it is assumed the sheet count will be the following:

Sheet Count:

Cover - 1

Plan and Profile (1"=20') - 6

Details - 2

Total = 9

**END OF EXHIBIT "A"**

**EXHIBIT "B"**  
**CITY'S REQUEST FOR PROPOSALS**

**CITY'S REQUEST FOR PROPOSALS FOLLOWS THIS PAGE**



**CITY OF PALM SPRINGS, CA  
REQUEST FOR PROPOSALS (RFP) #02-11  
TRACT NO. 13257 SEWER IMPROVEMENTS  
CITY PROJECT NO. 10-02**

Requests for Proposals (RFP #02-11), for professional services related to the Tract No. 13257 Sewer Improvements (City Project #10-02) for the City of Palm Springs, CA, (hereinafter the "RFP") will be received at the Office of Procurement & Contracting, 3200 East Tahquitz Canyon Way, Palm Springs, California, until **3:00 P.M. LOCAL TIME, THURSDAY, SEPTEMBER 16, 2010**. It is the responsibility of the respondent to see that any submittal sent through the mail, or any other delivery method, shall have sufficient time to be received by this specified date and time. The receiving time in the Procurement Office will be the governing time for acceptability of RFP submittals. Telegraphic, telephonic, faxed or emailed RFP submittals will not be accepted. Late RFP submittals will be returned unopened. Failure to register as a Respondent to this RFP process per the instructions in the Notice Inviting Requests for Proposals (under "Obtaining RFP Documents") may result in not receiving Addenda or other important information pertaining to this process. Failure to acknowledge Addenda may render a submittal as being non-responsive. We **strongly advise** that interested firms officially register per the instructions.

**1. PURPOSE AND SCHEDULE:** The City of Palm Springs is requesting proposals from qualified professional firms to provide the City with civil engineering design services related to the Tract No. 13257 Sewer Improvements (City Project #10-02), (hereinafter the "Project"). The selected firm will be expected to provide required professional services to prepare plans, specifications and estimates ("PS&E") for implementing the Project.

The Project is made possible by federal funding through the U.S. Department of Housing & Urban Development ("HUD"). The City of Palm Springs is a direct recipient of Community Development Block Grant ("CDBG") funds from HUD. The CDBG Program was adopted by Congress 36 years ago to provide a flexible funding source for local governments to meet the community development needs of their low and moderate income residents. As a part of the City's Fiscal Year 2010/2011 CDBG Program, the Public Works and Engineering Department requested funding to install a new sewer system within Tract No. 13257, a residential subdivision located west of Gene Autry Trail and south of Via Escuela.

**SCHEDULE:**

Notice requesting Proposals posted and issued .....August 5, 2010  
Deadline for receipt of Questions..... Thursday, September 2, 2010, 3:00 P.M.  
**Deadline for receipt of Proposals..... Thursday, September 16, 2010, 3:00 P.M.**  
Short List / Interviews/Technical & Cost Proposals ..... to be determined  
Contract awarded by City Council..... to be determined

**2. BACKGROUND:** On March 17, 2010, the City Council of the City of Palm Springs adopted the Fiscal Year 2010/2011 CDBG Program. The CDBG Program includes a project sponsored by the Public Works and Engineering Department to extend public sewers to a residential subdivision currently serviced by private septic systems.

The residential subdivision (identified as Tract No. 13257) is located immediately west of Gene Autry Trail and south of Via Escuela, and was annexed from Riverside County to the City of Palm Springs in 1991. Tract No. 13257 was developed during the 1980's by Riverside County, and at the time, Riverside County did not require a public sewer system for the subdivision. The subdivision includes 87 single family homes, all of which have private septic systems; some of these septic systems have begun to fail.

Tract No. 13257 includes Arnico Street, Norloti Street, Via Escuela (between Arnico Street and Gene Autry Trail), Jason Court, Marni Court, and Zachary Court. Tract No. 13257 is the only residential area within the City of Palm Springs, not located in a hillside area, which does not have a public sewer system. This project proposes to install approximately 3,800 feet of 8" VCP public sewer line and 4" VCP sewer laterals to each lot. The existing on-site septic tanks will be disconnected and abandoned in accordance with the City's Building Department requirements.

The total estimated cost to provide public sewer to Tract 13257 is approximately \$1,200,000. For this reason, construction of the project will be phased into four separate projects subject to future CDBG funding approved by the City. The four phases are generally described as follows:

Phase 1: Norloti Street and Arnico Street (Zachary Court to Norloti Street); 21 homes

Phase 2: Marni Court, Zachary Court, and Arnico Street (Jason Court to Zachary Court); 26 homes

Phase 3: Via Escuela and Jason Court; 19 homes

Phase 4: Arnico Street (Via Escuela to Jason Court); 21 homes

***Design of the entire sewer system within Tract No. 13257 (excluding Via Escuela) is included in the CDBG funding for the first phase of this project, and is requested by this RFP. The City's budget for the design phase of this project is \$40,000.***

A sewer improvement plan has already been designed and approved by the City for Via Escuela, as part of a residential development located north of Via Escuela that has not been constructed. Therefore, design of approximately 1,000 feet of sewer line in Via Escuela will not be necessary or included as part of this Project.

The point of connection to the City's public sewer is from Gene Autry Trail, between Lots 28 and 29 through a public easement extending from the intersection of Arnico Street and Norloti Street to Gene Autry Trail. The City has previously constructed a sewer line extension to the east property line of Lots 28 and 29 for future connection to a sewer system for Tract No. 13257. All public sewers in Tract No. 13257 will be designed as gravity sewers in accordance with the City's established sewer design guidelines.

### **3. SCOPE OF WORK:**

The scope of work will consist of preparation of Plans, Specifications and Estimates (PS&E) for the Project.

The General Scope of Work for the Project consists of:

**General Scope:** Prepare plans, specifications and estimate (PS&E) for construction of a sanitary sewer system within Tract No. 13257 (all four phases).

- **Topographic Survey** – Provide necessary aerial and/or field topography as necessary to prepare PS&E.
- **Utility Coordination** – Provide all necessary coordination with public utilities to identify location of public utilities within the project area, identify all potential utility conflicts, provide utility clearance for project.



- **Design** – Prepare plans, specifications, and estimates (PS&E) for implementing all four phases of the Project, subject to review and approval by the City Engineer.

#### **4. PROPOSAL REQUIREMENTS:**

**Special Note:** Although this project is federally funded through the CDBG Program, administered by the U.S. Department of Housing & Urban Development (“HUD”), federal funds provided by HUD are not subject to U.S. Department of Transportation (DOT) requirements related to the Disadvantaged Business Enterprise (DBE) Program, pursuant to 49 CFR, Part 26 regulations. Therefore, there are no DBE requirements, goals or good faith efforts required as part of this Project. However, firms submitting a proposal in reply to this RFP are encouraged to ensure that DBE’s and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation, and to not discriminate on the basis of race, color, national origin, or sex in the award and performance of its subcontracts.

The firm’s proposal should describe the methodology to be used to accomplish each of the project tasks. The proposal should also describe the work which shall be necessary in order to satisfactorily complete the task requirements.

Please note: this RFP cannot identify each specific, individual task required to successfully and completely implement this project. The City of Palm Springs relies on the professionalism and competence of the selected firm to be knowledgeable of the general areas identified in the scope of work and to include in its proposal all required tasks and subtasks, personnel commitments, man-hours, direct and indirect costs, etc. The City of Palm Springs will not approve addenda to the selected firm’s agreement which do not involve a substantial change from the general scope of work identified in this RFP.

**5. SELECTION PROCESS:** The City of Palm Springs is utilizing a Qualifications Based Selection process to select a firm to provide the services requested by this RFP. The City shall review the proposals submitted in reply to this RFP, and a limited number of firms may be invited to make a formal presentation at a future date. The format, selection criteria and date of the presentation will be established at the time of short listing. Preparation of proposals in reply to this RFP, and participation in any future presentation is at the sole expense of the firms responding to this RFP.

**6. PROPOSAL EVALUATION CRITERIA:** This solicitation has been developed in the “Request for Proposals” (RFP) format. Accordingly, firms should take note that the City will consider multiple criteria in selecting the most qualified firm. Price is NOT evaluated as part of the evaluation criteria. Cost proposals submitted in separate envelopes are not opened, nor considered during proposal evaluations. Upon selection of the most qualified firm, the associated cost proposal will be used as a basis for contract negotiations. A contract shall be negotiated on the basis of the submitted Cost Proposal, and in consideration of reasonable and mutually agreed project costs and time requirements.

An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive submittals to this RFP. The Evaluation Committee may request formal presentations/interviews from the short listed firms at a future date of which the format and presentation evaluation criteria shall be provided at the time of short listing. **Participation in any phase of this RFP process, including the interview phase is at the sole expense of the firms replying to this RFP.** The City shall NOT be responsible for any costs incurred by any firm in response to, or participation in, this RFP.

Firms are requested to submit their qualifications submittals so that they correspond to and are identified with the following specific evaluation criteria:

**A. Project Understanding (25 POINTS):**

The firm's proposal adequately demonstrates an understanding of the Project and familiarity with the project area; familiarity with sanitary sewer projects.

**Note:** Firms should not simply restate the information contained in this RFP; this evaluation criteria requires that the proposal identify "critical issues" to the Project, identify an approach to resolving any critical issues, and otherwise provide additional information regarding the Project which supports the firm's ability to perform if selected.

**B. Scope of Work (25 POINTS):**

Proposed approach to the Project including the expected time commitment of key personnel, technical approach to the Project, and the emphasis placed on project phases.

**Note:** As this RFP has identified a General Scope of Work, evaluation criteria requires that the proposal identify a detailed scope of work to successfully implement the Project. The detailed scope of work must be identical to the format in which the Cost Proposal has been submitted – each sub-task must be identified in the firm's separately sealed Cost Proposal with a corresponding fee.

**C. Staff Qualifications (25 POINTS):**

Qualifications of the staff assigned to manage and provide services related to the Project; experience with sanitary sewer projects.

**Note:** This evaluation criteria requires that the proposal identify specific experience with sanitary sewer projects. Relevant experience must be demonstrated.

**D. Firm Qualifications (15 POINTS):**

Past experience with projects related to the outlined Scope of Work; experience with sanitary sewer projects.

**E. Project Schedule (10 POINTS):**

Thoroughness and reasonableness of the project schedule; ability to maintain the project within the selected time frame.

**7. PROPOSAL CONTENTS:** Firms are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in Section 6 above. **The submittals must be in an 8 ½ X 11 format, may be no more than a total of thirty (30) pages (sheets of paper, double sided),** including an organization chart, staff resumes and appendices, and cover letter. **NOTE:** Dividers, Attachments included in this RFP to be submitted with the proposal, and Addenda acknowledgments do NOT count toward the 30 page limit. Interested firms shall **submit EIGHT (8) copies (one original plus seven copies)** of its submittal by the deadline.

All submittals shall be sealed within one package and be clearly marked, "RFP #02-11, REQUESTS FOR PROPOSALS FOR TRACT NO. 13257 SEWER IMPROVEMENTS". **Submittals not meeting the above criteria may be found to be non-responsive.**

Within the package shall be included two envelopes, a "Technical Proposal" and a separately sealed "Cost Proposal".

Envelope #1, clearly marked "Technical Proposal", shall include the following items:

At a minimum, firms must provide the information identified below. All such information shall be presented in a format that directly corresponds to the numbering scheme identified here.

## **SECTION A: PROJECT UNDERSTANDING**

A.1 Without reciting the information regarding the Project verbatim as contained in this RFP, convey an understanding of the intent of the Project and an understanding of the City's expectations upon implementation of the Project.

A.2 Identify "key" or "critical" issues that may be encountered on the Project based on the firm's prior experiences; provide steps to be taken to ensure the issues do not affect the successful delivery of the Project.

## **SECTION B: SCOPE OF WORK**

B.1 Provide a detailed technical scope of work identifying all tasks and sub-tasks required to successfully implement all phases of the project. The outline of tasks and sub-tasks must be thorough and complete, and will be used as the scope of work included in the selected firm's contract.

**Special Note:** The detailed technical scope of work outline must be identical to the outline of tasks and sub-tasks on the Cost Proposal (submitted in a separately sealed envelope). This is to ensure that the final agreed contract has a scope of work and payment schedule which correlate to one another.

## **SECTION C: STAFF QUALIFICATIONS**

C.1 List the name and qualifications of the key staff/team members that will be assigned to the Project. Provide detailed qualifications of the Project Manager that will be assigned to the Project.

C.2 List specific and relevant experience for the key staff/team members assigned to the Project with sanitary sewer projects. Detailed project information, including dates project started and completed, local agency contact information, and other appropriate supporting information shall be provided.

## **SECTION D: FIRM QUALIFICATIONS**

D.1 List the firm's complete name, type of firm (individual, partnership, corporation or other), telephone number, FAX number, contact person and E-mail address. If a corporation, indicate the state the corporation was organized under.

D.2 List the name and title of the firm's principal officers with the authority to bind your company in a contractual agreement.

D.3 Describe the firm's background and qualifications in the type of effort that this project will require.

D.4 Indicate the name of any sub-consultant firms that will be utilized to make up your team. Describe each sub-consultant's background and specific expertise that they bring to the Project.

## **SECTION E: PROJECT SCHEDULE**

E.1 Provide a thorough project schedule identifying all tasks and sub-tasks identified in the detailed scope of work submitted with the Proposal, showing a schedule to deliver the Project in consideration of all reasonable and expected time frames necessary to coordinate the Project through the City. For purposes of consistency between schedules, firms shall assume that a Notice to Proceed is issued to the firm on January 3, 2011.

**DEADLINE FOR SUBMISSION OF PROPOSALS:** All submittals must be received in the City of Palm Springs, Office of Procurement and Contracting by **3:00 P.M., LOCAL TIME, THURSDAY, SEPTEMBER 16, 2010.** Proof of receipt before the deadline is a City of Palm Springs, Office of Procurement and Contracting time/date stamp. It is the responsibility of the firms replying to this RFP to see that any submittal sent through the mail, or any other delivery method, shall have sufficient time to be received by the Procurement Office prior to the proposal due date and time. Late submittals will be returned to the firm unopened. **Submittals shall be clearly marked and identified and must be submitted to:**

**City of Palm Springs  
Division of Procurement and Contracting  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA 92262  
Attn: Craig Gladders, C.P.M., Procurement & Contracting Manager**

**QUESTIONS:** Firms, their representatives, agents or anyone else acting on their behalf are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this RFP other than as directed below. **Contact with anyone other than as directed below WILL be cause for rejection of a submittal.**

Any questions, technical or otherwise, pertaining to this RFP **must be submitted IN WRITING and directed ONLY to:**

Craig Gladders, C.P.M.  
Procurement & Contracting Manager  
3200 East Tahquitz Canyon Way  
Palm Springs, CA 92262  
via FAX (760) 323-8238  
or via EMAIL: [Craig.Gladders@palmspringsca.gov](mailto:Craig.Gladders@palmspringsca.gov)

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. **The deadline for all questions is 3:00 P.M., Local Time, Thursday, September 2, 2010.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via the Division of Procurement and Contracting will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

**FORM OF AGREEMENT:** The selected firm will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Palm Springs in accordance with the standard Professional Services Agreement (**see Attachment 1**). Please note that Exhibits A, B, C, D E, and F are intentionally not complete in the attached document. These exhibits will be negotiated with the selected firm, and will appear in the final Professional Services Agreement executed between the parties. Requested changes to the Professional Services Agreement may not be approved, and the selected firm must ensure that the attached document will be executed.

Failure or refusal to enter into an Agreement or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award.

**AWARD OF CONTRACT:** It is the City's intent to award a contract to the firm that can provide all of the services identified in the RFP document. *However, the City reserves the right to award a contract to multiple Respondents or to a single Respondent, or to make no award, whichever is in the best interest of the City.* It is anticipated that award of the contract will occur at the next regularly scheduled City Council meeting after the evaluation committee has made its final selection of the firm to be recommended for award and a contract has been negotiated and agendized for consideration. The decision of the City Council will be final.

**RESPONSIBILITY OF OFFEROR:** All firms responding to this RFP shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted an RFP without an authorized signature, falsified any information in the submittal package, etc.), the submittal shall be rejected.

**PUBLIC RECORD:** All documents submitted in response to this solicitation will become the property of the City of Palm Springs and are subject to the California Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the documents, or any other materials associated with the solicitation, may be made public after the review process has been completed, negotiations have concluded and a recommendation for award has been officially agendized for City Council consideration, and/or following award of contract to a specific firm, if any, by the City Council.

**COST RELATED TO SUBMITTAL PREPARATION:** The City will NOT be responsible for any costs incurred by any firm responding to this RFP in the preparation of their submittal or participation in any presentation if requested, development of any technical proposal if requested, or any other aspects of the entire RFP process.

**BUSINESS LICENSE:** The selected firm will be required to be licensed in accordance with the City of Palm Springs Business License Ordinance, Municipal Code Chapter 3.40 through 3.96, entitled "Business Tax".

**SUBMITTAL INFORMALITIES OR DEFECTS:** The City of Palm Springs reserves the right to waive any informality or technical defect in an RFP submittal and to accept or reject, in whole or in part, any or all submittals and to seek new RFP's, as best serves the interests of the City.

**INVESTIGATIONS:** The City reserves the right to make such investigations as it deems necessary to determine the ability of the firms responding to this RFP to perform the Work and the firm shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any submittal if the evidence submitted by or investigation of such firm fails to satisfy the City that such firm is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

**SIGNED SUBMITTAL AND EXCEPTIONS:** Submission of a signed submittal will be interpreted to mean that the firm responding to this RFP has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. Exceptions to any of the language in either the RFP documents or attached sample agreement, including the insurance requirements, must be included in the submittal and clearly defined. Exceptions to the City's RFP document or standard boilerplate language, insurance requirements, terms or conditions may be considered in the evaluation process; however, the City makes no guarantee that any exceptions will be approved.

ATTACHMENT "A"

**\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL\***

REQUESTS FOR PROPOSALS (RFP) # 02-11  
FOR  
TRACT NO. 13257 SEWER IMPROVEMENTS  
CITY PROJECT NO. 10-02

**SIGNATURE AUTHORIZATION**

PROPOSER: \_\_\_\_\_

- A. I hereby certify that I have the authority to submit this Proposal to the City of Palm Springs for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my submittal.

\_\_\_\_\_  
SIGNATURE

- B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

\_\_\_ An individual;  
\_\_\_ A partnership, Partners' names: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_ A company;  
\_\_\_ A corporation

2. My tax identification number is: \_\_\_\_\_

**ADDENDA ACKNOWLEDGMENT:**

Acknowledgment of Receipt of any Addenda issued by the City for this RFP is required by including the acknowledgment with your proposal. Failure to acknowledge the Addenda issued may result in your submittal being deemed non-responsive.

**In the space provided below, please acknowledge receipt of each Addenda:**

Addendum(s) # \_\_\_\_\_ is/are hereby acknowledged.

**ATTACHMENT 1  
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**ATTACHMENT 1 TO THE CITY'S REQUEST FOR PROPOSAL HAS BEEN DELETED, AS IT IS A DUPLICATE OF THIS PROFESSIONAL SERVICES AGREEMENT.**

**EXHIBIT "C"**  
**CONSULTANT'S PROPOSAL**

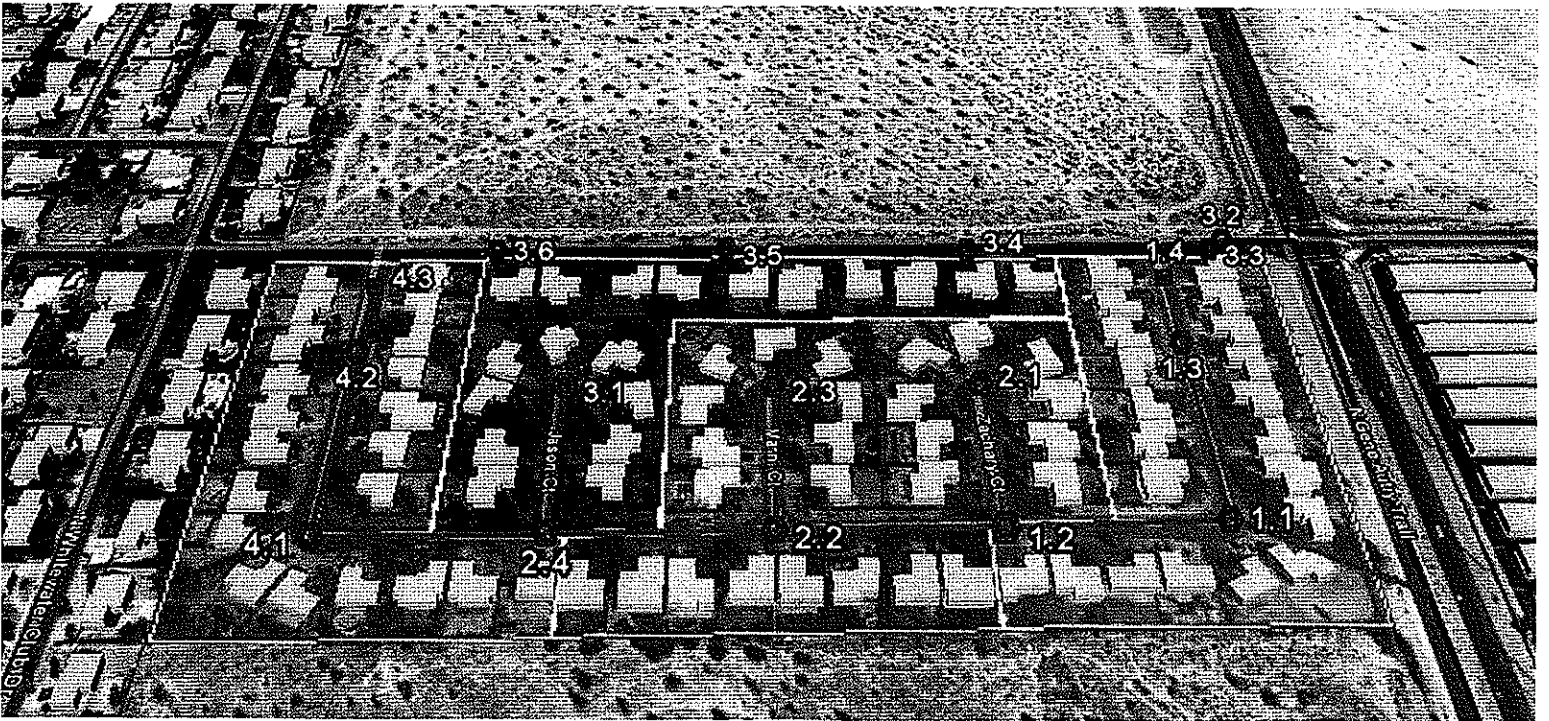
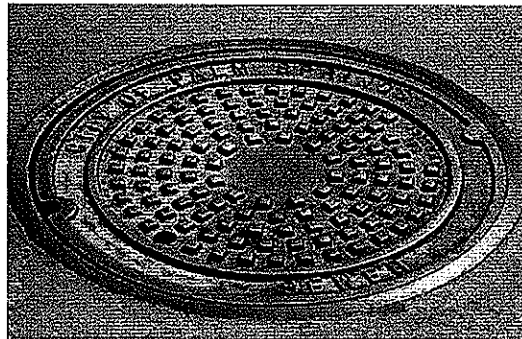
**CONSULTANT'S PROPOSAL FOLLOWS THIS PAGE**





# Proposal to Provide Civil Engineering Design Services for Tract No. 13257 Sewer Improvements

September 16, 2010



Harris & Associates<sup>SM</sup>



**Harris & Associates**<sup>SM</sup>  
*Shaping the Future, One Project at a Time*<sup>SM</sup>

September 16, 2010

Mr. Craig Gladders, CPM, Procurement & Contracting Manager  
City of Palm Springs  
Division of Procurement and Contracting  
3200 East Tahquitz Canyon Way  
Palm Springs, CA 92262

**Re: Harris & Associates (Harris) Design Services Proposal for Tract No. 13257 Sewer Improvements**

Dear Mr. Gladders:

The Harris team appreciates the opportunity to propose design services to support this important community improvement project. Our success is based on identifying and managing "big picture" constraints and opportunities early so we get it right the first time. We have thoroughly reviewed the City's Request for Proposal and addenda, the subdivision maps, as-built plans, approved plans, the 2009 Sanitary Sewer Master, prepared preliminary calculations, and walked the alignment. We understand the challenges and have developed an approach to address them.

We have developed preliminary alignment and construction alternatives to address the four-phase construction project. Key elements are:

- Explore routing Via Escuela sewer flows via the proposed Norloti sewer to the Gene Autry Trail sewer. Our preliminary analysis shows this approach is feasible from a design, constructibility, and ultimate capacity perspective. This alternative could reduce excavation depth and volumes, avoid tearing up a signalized intersection, avoid water crossings, and allow future maintenance access from streets with lower traffic.
- Provide for trenchless construction within the ten-foot wide easement. By providing details, but also allowing open-cut means and methods, we will position the City to attract competitive and responsible construction bids. Based on our experience, we expect that pilot-tube boring will minimize community disruption, construction duration, and cost.
- Apply City standards to construct distinct phases the City can coordinate with affected residents, allowing input on precise lateral locations to generate good will and acceptance.

Our proposal discusses the various challenges and opportunities presented by the proposed alignments in more detail.

Our Project Manager, Carlos Mendoza, PE, led the development of this proposal, and is prepared to lead the project. He brings 17 years of private and public experience that has focused on sewer collection systems. Our Project Director, Ehab Gerges, PE, has over 20 years experience in public works design. Mr. Mendoza is supported by designers with a combined 43 years of CADD experience. QA/QC and project oversight members include professionals who have helped Harris earn a 38<sup>th</sup> place national ranking in trenchless technology. Our office is conveniently located in nearby Palm Desert and we are experienced with completing projects in the Palm Springs / Desert Cities area. Our experience helps us deliver competent solutions, as you will find when you call our clients.

We look forward to the next phase in the selection process. If you have any questions, please do not hesitate to call Ehab Gerges at (760) 340-6111, ext. 2352.

Sincerely,  
**Harris & Associates**

Ehab Gerges, PE  
Project Director/Vice President

Carlos Mendoza, PE  
Project Manager

ATTACHMENT "A"

**\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL\***

REQUESTS FOR PROPOSALS (RFP) # 02-11  
FOR  
TRACT NO. 13257 SEWER IMPROVEMENTS  
CITY PROJECT NO. 10-02

SIGNATURE AUTHORIZATION

PROPOSER: Harris & Associates

A. I hereby certify that I have the authority to submit this Proposal to the City of Palm Springs for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my submittal.

\_\_\_\_\_  
SIGNATURE Ehab S. Gerges, PE | Vice President

B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

An individual;  
 A partnership, Partners' names: \_\_\_\_\_  
\_\_\_\_\_

A company;  
 A corporation

2. My tax identification number is: 94-2385238

**ADDENDA ACKNOWLEDGMENT:**

Acknowledgment of Receipt of any Addenda issued by the City for this RFP is required by including the acknowledgment with your proposal. Failure to acknowledge the Addenda issued may result in your submittal being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addenda:

Addendum(s) # 1 and 2 is/are hereby acknowledged.

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## A. Project Understanding

Our project understanding and approach was developed from field visits, standards research, a search of record drawings, insight on area soils, reviewing the Request for Proposals (RFP) and relevant past experience.

The project objective is to design sewer improvements to connect 87 single family homes in Tract No. 13257 to the Palm Springs Municipal Sewer System. The existing homes are on septic systems and some have begun to fail. Funding from a Community Development Block Grant (CDBG) from the federal department of Housing and Urban Development (HUD) makes the project financially possible. The estimated project budget is \$1.2 million.

Approximately 2,800 feet of sewer mains, manholes, and appurtenances will be designed and coordinated with the approved design for 1,000 feet of sewer improvements within East Via Escuela prepared by Stantec as DWG 5054. The proposed design will need to modify a portion of the approved, but not built, sewer design as shown on DWG 5054-1 to connect Via Escuela flows to the Palm Springs sewer.

Due to cost, the sewer improvements will be phased into four projects, as shown in Image 1. The services and preliminary quantities are outlined below and are detailed in our approach:

- ▶ **Phase 1 - Norloti Street and Arnico Street (Zachary Court to Norloti Street):** 21 laterals, approximately 1,010 feet of eight-inch vitrified clay pipe (VCP) sewer main, three new manholes, and one new Type 401 flushing inlet.
- ▶ **Phase 2 - Marni Court, Zachary Court, and Arnico Street (Jason Court to Zachary Court):** 26 laterals, approximately 1,020 feet of eight-inch VCP sewer main and four new manholes.
- ▶ **Phase 3 - Via Escuela and Jason Court:** 19 laterals, approximately 240 feet of eight-inch VCP sewer main and one new manhole along Jason Court. There are two main alternatives available to connect the Via Escuela sewer to the Palm Springs sewer. The modifications to DWG 5054 design may require one or two manholes and 50-150 additional feet of pipe.
- ▶ **Phase 4 - Arnico Street (Via Escuela to Jason Court):** 21 laterals, approximately 690 feet of eight-inch VCP sewer main, two new manholes, and one new Type 401 flushing inlet.

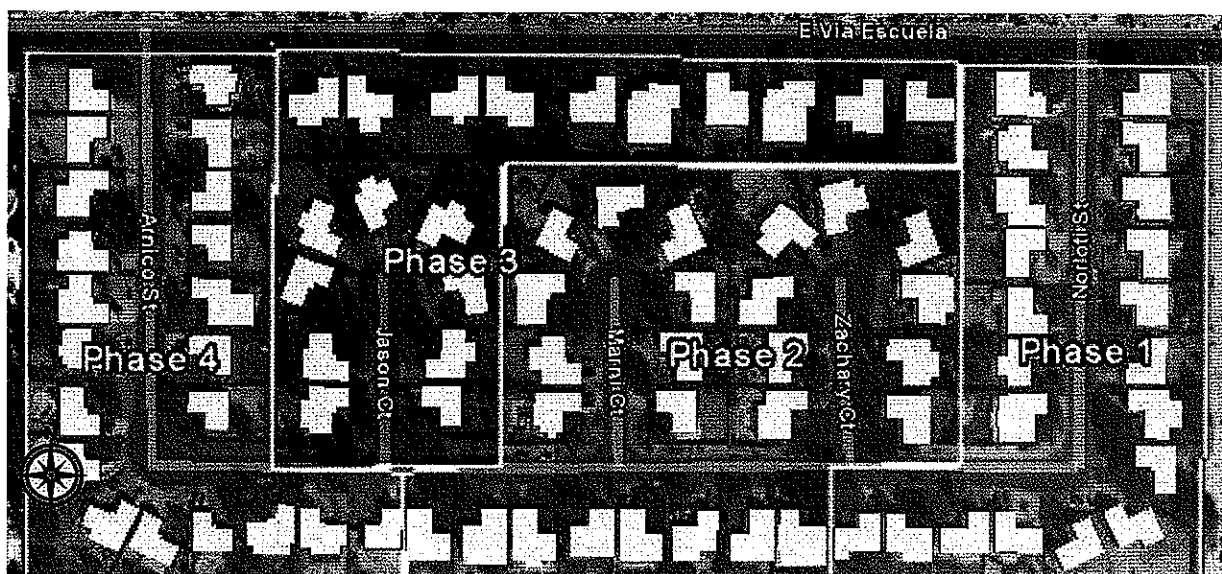


Image 1: Four Project Phases

## B. Scope of Work

### Design Approach

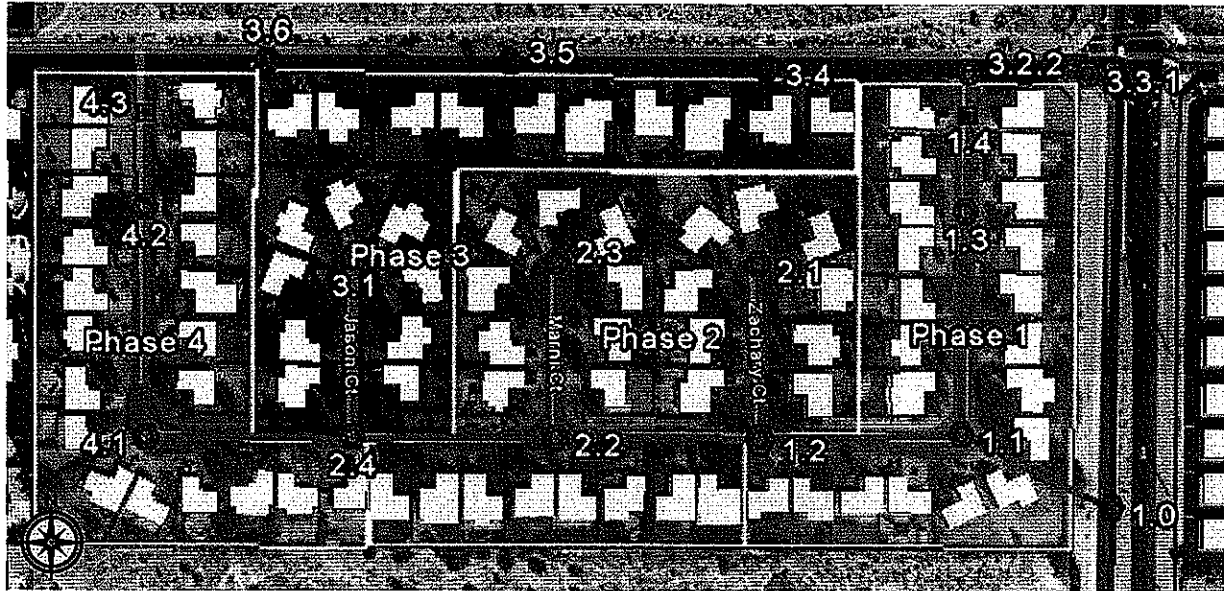


Image 2: Proposed Alignments - Red features are existing or designed by others, green are conceptual alignments.

We have reviewed the phasing outlined in the RFP. We have developed a preliminary alignment for each phase (see Image 2), reviewed drawings, and conducted site investigations. Based on our findings, we have developed an approach to each phase and identified advantages and challenges for each phase. Our overall design approach is to:

- ▶ Serve all homes in four phases. Allow for resident input on locations.
- ▶ Accommodate trenchless in easement.
- ▶ Consider routing Via Escuela flows down Norloti to minimize disruption and cost.

Our approach is designed to minimize disruption and cost.

A key issue is connecting the Via Escuela sewer design to the Gene Autry Trail Sewer. Per Addendum 2 to the RFP, a revision will be required to “transition from the north side of Via Escuela to the south side as originally

planned.” Due to the existing storm drain and water line constraints, our approach includes exploring an alternative that would route Via Escuela flows south along Norloti instead of east to Gene Autry Trail.

To promote informed decision making, we will coordinate early with the City and utilities, clearly outline the challenges and make clear recommendations for addressing them. A key early decision will be how to route the Via Escuela sewer.

Preliminarily, laterals will be located five feet from the downstream property lines. However, we intend to work with the City and residents during design to accommodate locations that may be more favorable for each resident who needs to connect a newly designed building sewer.

### Phase 1 Alignment – Easement and Norloti and Arnico

Phase 1 has the most challenges and opportunities. Improvements will extend approximately 1,010 feet of eight-inch vitrified clay pipe (VCP) sewer main, three new manholes, and one new Type 401 flushing inlet—just short of Via Escuela. Alternatively, the Via Escuela sewer could be routed from 3.2.2 to 1.3 eliminate without the 1.4 cleanout (see Image 3).

Phase 1 construction will connect to the existing 45-foot long, eight-inch diameter VCP stub in Gene Autry Trail which was installed as part of City Project #02-03 in 2006. From the point of connection, the line will run through an easement between lots 28 and 29 to the corner of Norloti and Street and Arnico Street (see Image 4). The sewer improvements will need to extend approximately 440 feet northerly to serve Norloti homes, and 270 feet westerly to serve Arnico homes. Construction will include the installation of 21 sewer laterals to the property lines.

The sewer line will need to share the 10-foot easement with the existing storm channel (see Images 5 and 6). Open cut construction will require that encroachments be removed and roots be cut—both of which would significantly disrupt residents. Due to these considerations, trenchless options are recommended.

Pipe alignment will be six to seven feet below the channel invert. Open cut construction would undermine and require the replacement of the existing masonry wall at the downstream end of the storm drain easement at Gene Autry Trail (see Image 7). Whether open-cut or trenchless construction, the excavation design will need to minimize impact to improvements and traffic on Gene Autry Trail. (see Image 8)

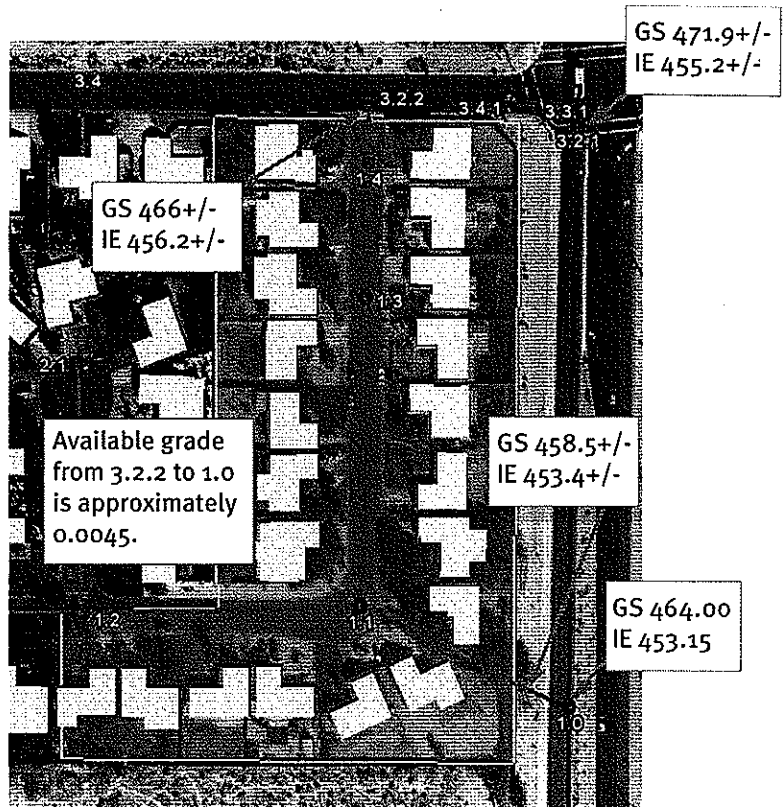


Image 3: Phase 1 alignment includes trenchless construction alternatives and an alignment alternative to accommodate Via Escuela flows.



Image 4: Easement alignment extends nearly 200 feet under an existing storm drain, under a masonry wall, and near to a utility pole.



Image 5: Trees and fences encroach on existing 10-foot storm drain easement that must accommodate new Phase 1 sewer.

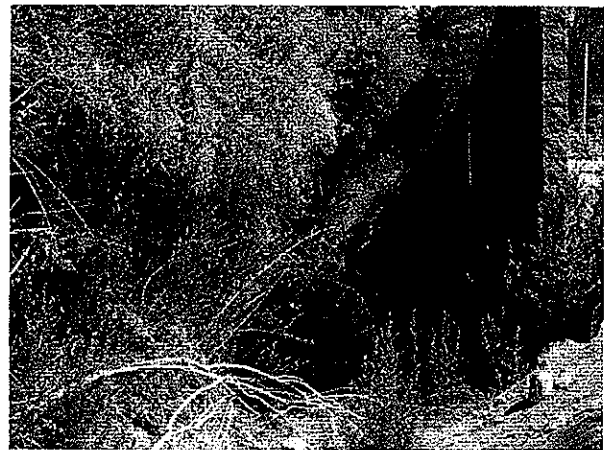


Image 7: Phase 1 sewer will need to cross under existing drainage facilities and retaining / sound wall that crosses alignment.



Image 6: Open cut construction would require extensive demolition and replacements and resident disruption.

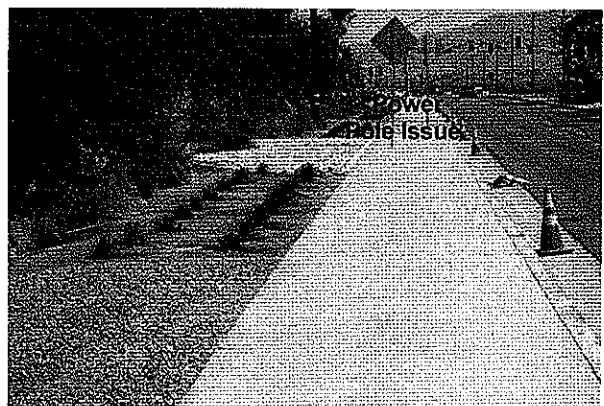


Image 8: Phase 1 construction will connect to stub near existing utility pole. Design will consider ways to reduce impact to new road improvements.

### Phase 1 Approach

Our approach is designed to provide:

- ▶ Trenchless construction options
- ▶ Alignment alternatives for Via Escuela sewer
- ▶ Minimize disruption

We anticipate the lowest cost, least intrusive, and best construction method for the easement sewer construction is trenchless 200 feet to Norloti, using eight-inch ID uncased clay jacking pipe. To promote competitive bidding, our approach will be to allow

either cut and cover or trenchless methods for easement sewer construction. Depending on which alternative is selected for Phase 3, Norloti sewer improvements will either terminate in a City Type 401 flushing inlet at node 1.4, or will extend to meet a manhole at node 3.2.2, as shown on the alternatives exhibit.

The pit location at the location of the Gene Autry Trail stub-out will be designed to minimize impact to the recent sidewalk and landscaping improvements and protect the existing power pole. We will closely coordinate with Southern California Edison and incorporate temporary pole support, standby, and other requirements, as may be required.





**Phase 1 Advantages to Approach**

The advantage of connecting to the existing stub is to avoid deep (over 17 feet) trenching into the recent Gene Autry Trail improvements. The advantages of trenchless construction minimize disruption to residents, expedite construction by avoiding site restoration issues, and very likely will reduce overall costs. By making trenchless construction a bid option, the City can decide which way to go based on price and resident concerns.

The advantage of uncased eight-inch ID clay jacking pipe is reduced earth displacement which thereby reduces the chance of head wandering issues. A cased pipe would be much larger, more expensive, harder to build, and does not present tangible benefits. Clay pipe also meets City pipe material preference standards.

Early coordination and decision making will make the best use of available grade along Norloti. Drawing 5054 sewer is not yet constructed along Via Escuela. If it is decided to route Via Escuela sewer down Norloti, then it may be possible to raise the grade along Via Escuela. This would improve flow characteristics and reduce the chance of dips in the alignment.

**Phase 1 Challenges**

We anticipate a new sewer easement will need to be obtained along the existing 10-foot storm drain easement (see Image 9). Ten feet is very narrow for a combined storm drain and sewer easement. The easement is constrained on either side by private property improvements. The homes have approximately 15 feet of separation at the narrowest point. Widening the easement would be expensive and disruptive and may be impractical.

Open cut construction within the easement would be difficult and expensive. The narrow easement does not allow much room for excavation spoils. The contractor will likely require five to ten feet of temporary easement on one or both sides of the easement, which would have to be restored along with the drainage improvements after construction. Furthermore, open

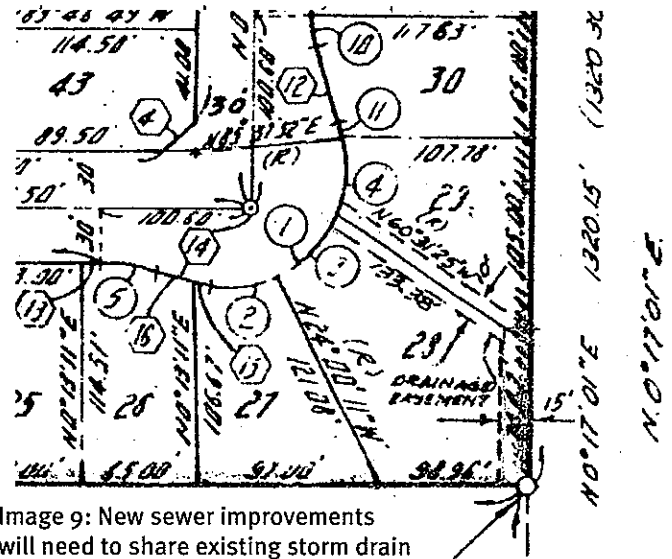


Image 9: New sewer improvements will need to share existing storm drain easement.

cut construction would threaten the health of several large trees, and threaten the masonry wall bordering the storm drain channel.

A jacking pit and a receiving pit are required for trenchless construction. Challenges are presented by the shallow depth under the channel. The head can wander if the depth is less than about six feet, depending on soil conditions. It may be necessary to surcharge the head to keep it from wandering.

If it is decided to route Via Escuela flows down Norloti, the grades will be critical. It may become necessary to raise the grade in the portion of Via Escuela that is not yet built.

**Phase 2 Alignment – Arnico Street, Zachary Court, and Marni Court**

Phase 2 design will connect to the stub-out constructed in the manhole at node 1.2, then extend sewers westerly and northerly to serve the 26 homes in this phase.

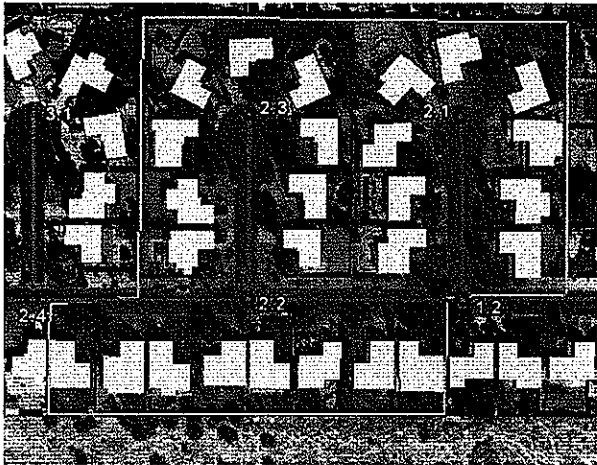


Image 10: Phase 2 sewer alignment will extend from Phase 1 stub out to Jason Court and to end of Marni Court and Zachary Court.

**Phase 2 Approach**

Our approach is designed to provide:

- ▶ Standard design and construction

The alignment will extend approximately 1,020 feet of eight-inch VCP sewer main and four new manholes (see Image 10). The manhole at node 2.4 will be left with a stub-out for Phase 3 construction. The manholes in the cul-de-sac will terminate in manholes.

**Phase 2 Advantages to Approach**

Terminating in manholes will facilitate maintenance. Leaving a stub-out will ease connection of phase 3 improvements.

**Phase 2 Challenges**

As with the other alignments, public outreach will be needed to coordinate new sewer laterals with proposed building sewers.

**Phase 3 Alignment – Jason Court and Via Escuela**

Phase 3 improvements will extend to serve nine homes from Phase 2 to the end of Jason Court. Phase 3 will also coordinate and modify with the design by others to connect 10 homes along Via Escuela to the City sewer system. The Request for Proposals Addendum 2 clarifies that a minor revision to the approved Via Escuela sewer improvement plan (D 5054) is necessary to build the sewer as originally designed. Our understanding of the described improvements is identified as the green lines from manhole 3.2.1 to 3.3.1 to 3.4.1 (see Image 12).

**Phase 3 Approach**

Our approach is designed to provide:

- ▶ Present alignment alternative
- ▶ Work with existing design on Via Escuela
- ▶ Serve Jason Court

The proposed alignment will extend approximately 240 feet of eight-inch VCP sewer main and one new manhole along Jason Court. There are two main alternatives available to connect the Via Escuela sewer to the Palm Springs sewer (see Image 11).



Image 11: Phase 3 offers alignment alternatives. Via Escuela flows can be routed directly to Gene Autry Trail or can be routed via Norloti and the easement to Gene Autry Trail.

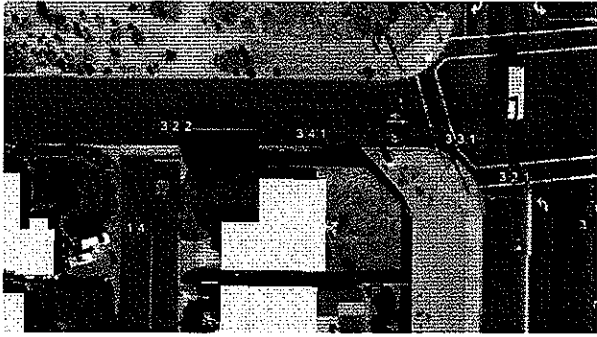


Image 12: Alternative 3.2.1 to 3.4.1 is the connection described in the RFP. Water conflicts and recent road improvements will need consideration.



Image 13: Alternative 3.2.2 to 1.4 would be shorter and reduce conflicts with water, traffic, storm drains, and other utilities.

Our approach will be to recommend considering extending the Phase 1 sewer improvements from manhole 1.3 to the Via Escuela Sewer at manhole 3.2.2 (see Image 13). In our preliminary assessment, we believe the grades work with the existing and approved improvements to serve the community. By coordinating with the developer and City, it may be possible to raise grades on the Via Escuela sewer, which would improve flow characteristics.

Phase 3 Advantages to Approach

Our approach is designed to:

- ▶ Minimize disruption
- ▶ Minimize earthwork
- ▶ Maximize pipe slope.

The main advantage to routing Via Escuela flows along Norloti is in avoidance of the water and storm drain conflicts at Gene Autry Trail. Avoiding these conflicts allows for better conformance with health department separation standards for water and sewer lines, and improves the ability for the City and water utility to maintain lines into the future. The proposed alternative alignment also avoids tearing up the signalized intersection at Gene Autry Trail, where construction is up to 17 feet deep, as opposed to 10 feet down Norloti (see Image 14).

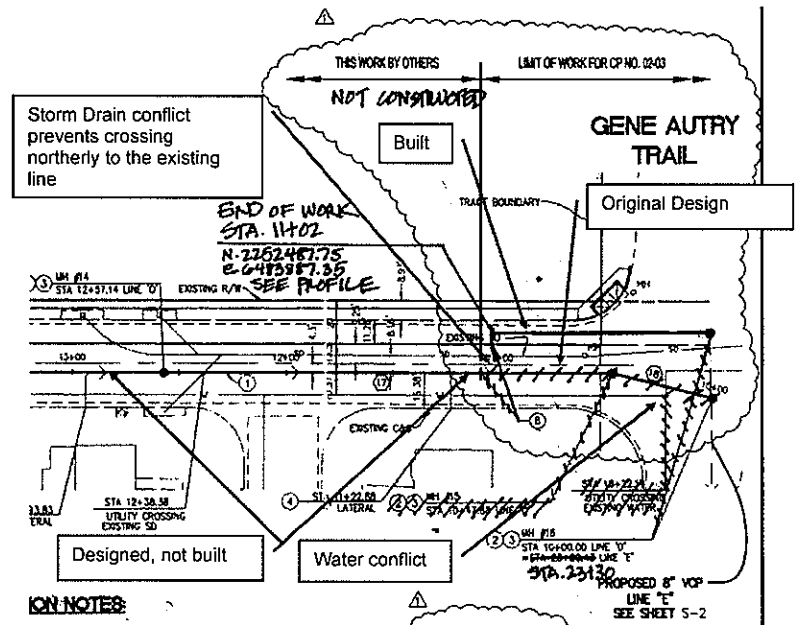


Image 14: City Project 02-03, DWG 5054-1, approved August 6, 2006. Conflict potential for Via Escuela sewer.

### Phase 3 Challenges

Maximizing the available grade of the Norloti sewer is critical for the proposed realignment to be viable. We have preliminarily identified an available slope of 0.0045 along the Norloti alignment. Less slope is available if connecting to 3.2.1. Raising the Via Escuela sewer line could increase the grade, if desired.

If the 3.2.1 connection option is considered, depth, utilities, traffic, and road restoration will be added challenges.

### Phase 4 Alignment – Arnico Street

Phase 4 improvements include extending sewer mains from the sewer stub left in manhole 2.4 westerly and Northerly to serve 21 homes.

### Phase 4 Approach

Our approach is designed to provide:

- ▶ Standard construction
- ▶ Minimize disruption

The proposed alignment will extend approximately 690 feet of eight-inch VCP sewer main, two new manholes, and one new Type 401 flushing inlet (see Image 15).

The approach to Phase 4 construction will be to extend the sewer lines as shown to a point 15-feet past the last property lines, terminating at a City Type 401 flushing inlet at node 4.3.

### Phase 4 Advantages to Approach

The advantage is serving customers efficiently. This will be the last construction, but not the least important to the residents served.

### Phase 4 Challenges

There are no identified unique challenges to the Phase 4 improvements.



Image 15: Phase 4 sewer alignment will extend from a stub-out from manhole 2.4 westerly and northerly along Arnico Street, terminating at a type 401 flushing inlet five feet beyond the most northerly lateral connection.

### Coordination with Property Owners

Our approach will be to provide the City with clear 30 percent and 60 percent designs that can be used for coordination with property owners as they complete plans for abandonment of existing septic systems and extension of building sewers to the right of way.

### Geotechnical Considerations

Based on our experience, the soils anticipated on the site will be fine sand. Groundwater is not anticipated within the limits of construction, and both open trench and trenchless construction techniques should be feasible. A geotechnical report is proposed and the design will be based on site-specific recommendations.

## Management Approach

For all projects, the Harris & Associates (Harris) project management team internally meets face-to-face weekly to review progress, budgets, schedules, critical issues, design issues, schedule support staff, and track follow-up items from the previous week. All project managers share experiences and provide input on critical issues, bringing the experience of the firm to each project, all at no cost to the client. The project manager also serves as project engineer developing project deliverables and providing day to day guidance of design staff. Project design staff members interact freely with each other on similar projects sharing experience and technical resources. As issues arise, they are presented to the City with options, pros and cons, and clear recommendations. Progress status reports are delivered monthly with invoicing.

## Schedule Management

The Harris team has an excellent record of managing multiple, concurrent projects and meeting client schedules and controlling project costs. Our process in managing the efficient completion of two or more concurrent tasks/projects, is as follows:

### Development of a Project Approach Structure (PAS) and Schedule

Delineating the different manageable work tasks; projects' milestones; the associated budgets for accomplishing each work item; and duration and sequence of performing the work for each project is a critical step in establishing a practical and manageable schedule.

### Master Schedule

Compiling the PAS and schedule for each project along with available staffing and resources is a key element to efficiently deliver a project. This step really identifies the number of man-hours identified for each task/project or sub task versus the available staffing and resources for the duration of the project. This also

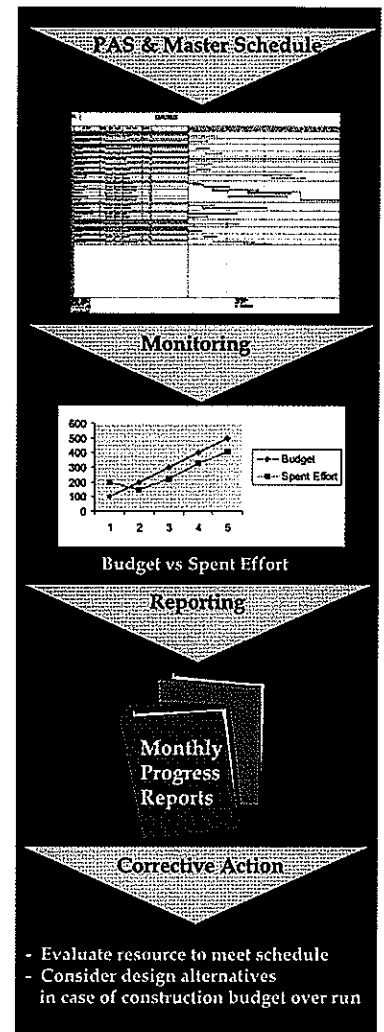
provides a clear picture to evaluate if set goals and schedules for each project are reasonable, and identifies the need to commit additional resources early on in the process.

## Monitoring of Tasks/Project Progress

Maintaining this "Master Schedule" is key in determining if the tasks/project is on schedule and within budget. This process includes identification of actual time and costs accrued on each task/project and accurately reporting the progress of each. This information is updated on bi-weekly basis and is reflected in the overall master schedule.

## Reporting of Variances and Taking Corrective Actions

Along the course of a project, variances from the project schedule are encountered. These variances could be the result of coordination issues with utility agencies, obtaining permits or approvals from regulatory agencies or resolving unforeseen issues during the design process. As this information is maintained and updated in the master schedule, an appropriate corrective plan of action is easily put in place to address these variances, placing the tasks/project back on schedule.



## Design Quality Control Plan (DQCP)

The most important quality control Harris uses is to make sure at project inception that both the City and project team fully understand the scope of services, schedule, budget, and expected work product. The following management control strategies will be used to verify all elements of the design submittals are checked in-house for quality technical accuracy and include coordination of disciplines while maintaining the project on schedule and within budget.

### Regular Team Meeting

Throughout the design process, in-house engineering will be coordinated with the project team. Project memorandums and telephone conversations are written and distributed to all project personnel. Team meetings are held bi-weekly for in-house coordination.

### Peer Review

The Project Manager will perform his technical review to verify the design conforms to the functional needs of the City. Support information documents, in-house drawings used for checking, and all other data will be filed in the design office for future reference and to answer questions addressed by the City or community.

### Sharing of Lessons Learned

We have found each of our projects provide lessons learned, both from elements that went wrong and things that went right. We have developed a mechanism to share such information with our fellow designers so each can benefit from another's experience.

## Scope of Work

The following describes Harris' scope of work.

### Task 1.0 - Project Management

**1.1: Progress Meetings (5).** The project schedule (shown under Section E. Project Schedule) will be updated with input from the City and delivered within two weeks from Notice to Proceed. Preparation of agendas, meeting attendance, and issuance of minutes to the City within five working days before and after, up to five (5) meetings, is included. Unless directed otherwise, we assume the City will review, finalize, and issue agendas and minutes to invitees / attendees.

**1.2: Monthly Progress Reports.** Harris will prepare and deliver monthly progress reports to the Project Manager for his use in keeping City staff up-to-date on project progress as well as review of project issues, invoicing, and schedule. Progress will be reported and measured by indicators that are in line with the scope of work.

**1.3: Utility Coordination.** We will mail initial utility notifications to all utility companies that have facilities within the project limits making them aware of the upcoming construction activities and request copies of their maps, plans, and/or sketches of their existing and/or proposed facilities. In addition to the written utility notifications, we will contact the utility companies by telephone to verify written notifications were received and being acted upon. Copies of progress submittals will be transmitted to all affected utility companies to notify them of the anticipated project construction schedule and request any utility potholing and/or relocations necessary for the construction of the proposed improvements. As with all of our design projects, we will maintain a utility log tracking when and to whom notifications were sent and document the responses received. City staff will be copied on all utility correspondence.

**1.4: QA/QC During Design.** Quality control will be exercised in all aspects of the project. This task includes quality reviews by senior staff members who are not otherwise associated with the project. Internal sign-off

QA/QC team on deliverables is required before final deliverables are issued. A copy of Harris' internal QA/QC comments will be provided to City staff.

We have included Harris' QA/QC Submittal Guidelines (Table 1) on the following page.

## Task 2.0 - Preliminary Investigation

**2.1: Data Gathering and Field Review.** Harris staff will gather available record information from the City pertinent to the design, including project planning reports, as-builts for existing water and sewer mains and sewer and water maps. In addition, Harris staff will conduct field reviews to inventory the existing project site. This includes photos of the project area to document existing conditions. This information will be compiled and provided to the City. Work at this phase does not include potholing.

**2.2: Geotechnical Investigation.** Four (4) test borings are proposed to be drilled to a depth of 20 feet, or five (5) feet below the proposed pipeline invert. Work will include reviewing all available data, obtaining no-fee permits, marking boring locations for Underground Services Alert Markout, traffic control using the Manual for Uniform Traffic Control Devices, and repair with AC cold patch. Soil logs and laboratory test reports will be developed and reported. The results will include moisture content, in-place density, laboratory compaction, direct shear, and sand equivalency. The geotechnical report will evaluate all data developed and formulate recommendations for groundwater mitigation if required, trench stability, excavation characteristics, trench backfill and bedding, and other geotechnical factors. The report will discuss the feasibility of trenchless techniques and provide geotechnical parameters for construction.

**2.3: Survey.** Our survey subconsultant, Dynamic Consulting Engineers, will:

- ▶ Perform research of public records, mission planning, field data collection and the generation of a topographic map for the six (6) interior streets and affected easement areas of the tract. The project length is approximately 3,000 feet.

- ▶ Utilize published City of Palm Springs benchmark values for the survey.
- ▶ Field locate all utilities, driveways, large trees, masonry planters, fences and any other improvements within or immediately adjacent to the tract's public right-of-way that may impact construction of the proposed sewer improvements.
- ▶ Locate, measure and show the depths of all water service improvements within the street right-of-way.
- ▶ Reference street stationing based upon approved street improvement plans.
- ▶ Generate a topographic map of the site at 40-scale with a one-foot contour interval. The topographic map will show existing street right-of-way and record lot configurations per Tract No. 13257.
- ▶ Make additional site visits to record locations and elevations for potholing operations. Six (6) pothole locations are assumed for the purpose of this proposal.

**2.4: Utility Potholing.** Our scope of work includes up to six (6) pothole locations. Our utility potholing subconsultant, Underground Solutions, will:

- ▶ Perform Underground Services Alert markout
- ▶ Arrange of any utility stand-by personnel, as required
- ▶ Obtain and abide by requirements of the "No-Fee" encroachment permit
- ▶ Provide vacuum excavation
- ▶ Document with site photos and measurements
- ▶ Perform vacuum excavation, backfill, compaction, and restoration with "cold-patch" asphalt and marking with a PK nail for survey
- ▶ Prepare a "Subsurface Utility Report"

## Task 3.0 - Preliminary PS&E (30%-60%)

**3.1: 30% Plans and Specifications.** After the survey and based on preliminary data, base drawings will be prepared. Base drawings will include title blocks, notes, layouts, right-of-way, existing utilities, public and private improvements, trees, and other features within the area of work. The recommended horizontal

Table 1 - QA/QC Submittal Guidelines for Palm Springs Tract No. 13257 Sewer Tract Improvements

Item	30% Submittal	60% Submittal	90% Submittal	Final Submittal
<b>Reports and Calculations</b>	<ol style="list-style-type: none"> <li>1. Geotechnical Report</li> <li>2. Basis of Design Memo</li> </ol>	Final versions of previous work plus: <ol style="list-style-type: none"> <li>1. Hydraulic calculations</li> <li>2. Utility Conflict Report / Pothole locations</li> </ol>	Final versions of previous work, if changes were made.	Final versions of previous work, if changes were made.
<b>Plans</b>	<ol style="list-style-type: none"> <li>1. Base map drawings including existing features, topo and utilities</li> <li>2. Schematic alignment(s)</li> <li>3. Typical trench section</li> <li>4. Key proposed and spot elevations in plan view</li> </ol>	Previous work plus: <ol style="list-style-type: none"> <li>1. Title sheet</li> <li>2. Notes</li> <li>3. Details</li> <li>4. Revised alignment as approved by City</li> <li>5. Profile showing street grade and utilities</li> <li>6. Sections</li> <li>7. Pothole locations</li> </ol>	Previous work plus: <ol style="list-style-type: none"> <li>1. Additional details</li> <li>2. Sewer laterals, and water locations</li> <li>3. Pothole information and design revisions if applicable</li> </ol>	
<b>Specifications</b>	Outline	<ol style="list-style-type: none"> <li>1. Draft of all sections including references</li> <li>2. Markup of City front end documents</li> </ol>	Final draft of all sections	Final electronic and hard copy, bound if required.
<b>Cost Opinion</b>	Itemized cost estimate with 25% contingency	Previous work plus: <ol style="list-style-type: none"> <li>1. New bid items identified and included with cost</li> <li>2. Updated Quantities and Unit prices</li> <li>3. Contingency reduced to 20%</li> </ol>	Previous work plus: <ol style="list-style-type: none"> <li>1. New bid items identified and included with cost</li> <li>2. Updated Quantities and Unit prices</li> <li>3. Contingency reduced to 15%</li> </ol>	Previous work plus: <ol style="list-style-type: none"> <li>1. New bid items identified and included with cost</li> <li>2. Updated Quantities and Unit prices</li> <li>3. Reproducible final version</li> </ol>



alignment and existing ground surface along the alignment will be shown. An outline of all sections will be provided in the specifications. Thirty percent (30%) plans will be submitted to the City and affected utilities for review and comment.

**3.2: 30% Cost Opinion.** The 30% cost opinion will be developed based on preliminary quantities and planning level unit costs. A 25% contingency will be added.

**3.3: 60% Plans.** Based on City review comments on the 30% drawings and additional detail, 60% drawings and supporting calculations will be prepared. Complete 60% design submittal will address 30% comments from City and utilities. Plans will include plan and profile, stationing, crossing utilities shown and called-out in profile, details of construction, call-outs, horizontal and vertical controls. Sixty percent plans will be submitted to the City and affected utilities for review and comment.

**3.4: 60% Specifications.** At the 60% design stage, project specifications will be prepared using the City's current bidding documents and provisions. A markup of the City's front end documents will be prepared along with complete technical specifications prepared in Standard Specifications for Public Works Construction (SSPWC or "Greenbook") format.

**3.5: 60% Cost Opinion.** The 30% cost opinion will be revised based on comments and additional design details. The 60% submittal will be based on unit costs from recent bids in the area for similar work and will include additional details developed in the 60% design. A 20% contingency will be used.

#### Task 4.0 - Final PS&E (90%-100%)

Harris will address 60% comments from the City and utilities and submit plans, specifications, and cost estimates.

**4.1: 90% Plans.** Based on additional design detail and City comments, 90% drawings will be prepared. Drawings will include all notes and details necessary for construction. Ninety percent plans will be submitted

to the City and affected utilities for review and comment.

**4.2: 90% Specifications.** The 90% cost opinion will be developed based on comments from the 60% submittal and coordination with vendors and contractors, as may be required for complex items of work.

**4.3: 90% Cost Opinion.** The 60% cost opinion will be revised based on comments and additional design details. The 90% submittal will reflect refinements to quantities and additional details developed in the design. A 15% contingency will be used. The cost opinion will match the bid sheet.

**4.4: Final PS&E plus Mylars.** Project plans, specifications, and a final cost opinion will be prepared based on comments to the 90% submittal. Documents will be suitable for bidding.

#### Assumptions and Limitations

Our scope of work is based on the following assumptions:

- ▶ Costs of permits and agency reviews will be paid directly by the City
- ▶ City will provide private and public CCTV services and reports as may be required
- ▶ The project is exempt from CEQA. No environmental permits required.
- ▶ City will not require consulting assistance if any easements are required, and easement acquisition, if necessary, will not impact the schedule.
- ▶ Area of impact will be less than one acre and not subject to the Statewide General Construction Permit 2009-0009 so that a storm water pollution prevention plan (SWPPP) will not be required.
- ▶ Modifications to approved DWG 5054, Via Escuela sewer, are needed only from intersection with Norloti Street to Gene Autry Trail.
- ▶ Proposal does not include bid or construction phase engineering services.
- ▶ Proposal does not include engineered traffic control plans. Approach is to require contractor submittal.



- ▶ For the purpose of this proposal, it is assumed the City will require three (3) full size and three (3) half size sets of plans at each submittal, with mylars and electronic scans of the final approved set. Specifications and cost estimates will be provided to the City in electronic format with two (2) hard copy sets for review.
- ▶ For the purpose of this proposal, it is assumed the sheet count will be the following:

**Sheet Count**

Cover	1
Plan and Profile (1"=20')	6
Details	2
<b>Total</b>	<b>9</b>

## C. Staff Qualifications

A key component of our success is buoyed by our management philosophy that fosters a diligent commitment to “seamless” collaboration and communication across the entire team. Our management is directly involved with each of our contracts, personnel and clients, and continually focuses on improving our service to deliver the highest level of quality for all of our assignments. Our staff has prepared a significant number of design plans to replace, rehabilitate, and install new wastewater and water facilities. We feel that with careful planning and forethought, we can help prevent issues from negatively affecting a project’s progress. Because when Harris joins your team, we focus on making your concerns, our concerns. Moreover, our professionals have the experience that provides your project the advantage from the get-go. They know the ins and outs of bringing a challenging wastewater pipeline replacement project to successful fruition.

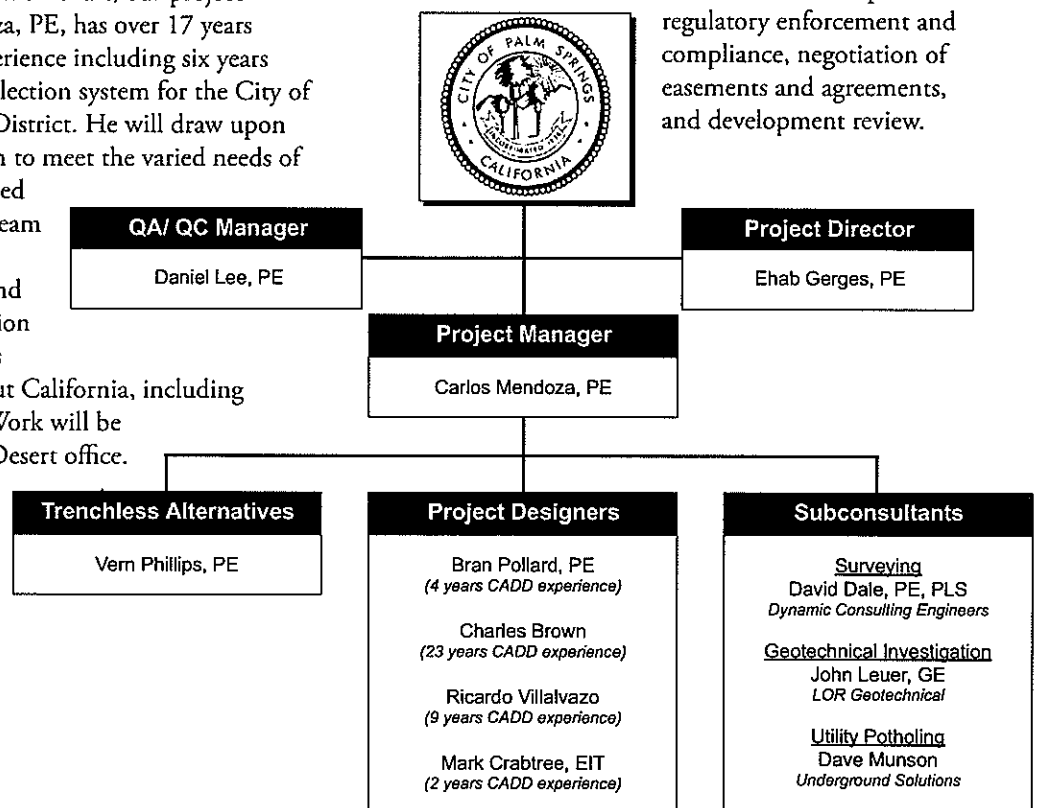
As shown in our organization chart, our project manager, Carlos Mendoza, PE, has over 17 years of water/wastewater experience including six years managing a 320 mile collection system for the City of Vista/Buena Sanitation District. He will draw upon the extensive Harris team to meet the varied needs of the City. We have included resumes for our project team members. All of our key personnel are available and committed for the duration of the project. Harris has offices located throughout California, including Irvine and San Diego. Work will be performed in our Palm Desert office.

### Carlos Mendoza, PE - Project Manager

*Education: MBA; BS, Hydrology, -Civil Engineering  
Registration: Professional Civil Engineer, CA #60470*

Mr. Mendoza has over 17 years of progressively responsible public and private civil engineering experience. His experience includes a seven-year tenure as Senior Engineer for the City of Vista, where he served for six years as Sanitation Engineer managing all aspects of the 320 mile collection system. Mr. Mendoza has stewarded tens of millions of dollars worth of sewer capital improvements from concept to completion and into the maintenance phase. Mr. Mendoza’s consulting experience includes pipeline assessment, replacement, and rehabilitation; inflow and infiltration studies; environmental channel design; sewer master plans; and plan checks. His municipal also experience

includes ordinance updates, regulatory enforcement and compliance, negotiation of easements and agreements, and development review.



**Carlos Mendoza, PE (continued)**

Mr. Mendoza has led public outreach programs, given presentations, and conducted software development and training.

**Selected Project Experience**

*Vallecitos Water District, Linda Vista Sewer Improvements.* As Project Manager, Mr. Mendoza is currently working on the preliminary design of approximately 2,700 feet of sewer realignment and upsizing including three (3) trenchless crossings, one under the Caltrans right-of-way.

*City of San Diego, Design/Build Services for Water Group 790.* As Design Engineer, Mr. Mendoza is currently managing the design of nearly 4.5 miles of water pipeline replacements up to 12-inches in diameter under the design-build project delivery method for the City of San Diego. Water Group 790 is part of a program established by the City of San Diego and the California Department of Public Health mandating the replacement of all cast iron water mains currently in service.

*City of Vista, York Drive Sewer Replacement Project.* As Sanitation Engineer, Mr. Mendoza managed the design, construction, agency permitting, and on-site mitigation for the installation of over 8,000 linear feet of eight to twelve inch gravity sewer mains along with easement widening and easement road improvements for this canyon sewer project and 26 easement acquisitions.

*City of Vista, Vista-Carlsbad Interceptor Improvements.* Mr. Mendoza led technical and administrative negotiations with the City of Carlsbad on the planning, design, and cost sharing for over \$40 million in improvements to the shared line. Improvements included a 36 MGD pump station, force mains, gravity lines, and a trestle bridge crossing of the Agua Hedionda Lagoon.

*City of Vista, Vista-Carlsbad Interceptor Reaches VC1-VC3 Rehabilitation.* Mr. Mendoza managed the design, bidding, permitting, construction, and project agreement negotiations with the City of Carlsbad for rehabilitating over 3,600 lf of 36-inch to 42-

inch diameter pipelines and 36 manholes. He also represented the District in the coastal development permit hearing.

*City of Vista, Spill Response and Emergency Construction.* Mr. Mendoza responded to a force main break by managing emergency response and emergency bypass operations and managing the design and construction of over 900 linear feet of 8-inch force main replacement within one month.

*City of Chula Vista, Salt Creek Interceptor Replacement.* Mr. Mendoza assisted in completing the PS&E for approximately 15-miles of 24-inch to 48-inch sewer pipeline connected to the City of San Diego's (METRO) sewer system. The project included microtunneling under Caltrans ROW, and extensive permitting and agency coordination.

*City of Vista, Buena Outfall Force Main Phase II Project.* As Sanitation Engineer, Mr. Mendoza managed the design and negotiated and managed the reimbursement agreement for the realignment and upsize of over 3,000 linear feet of 24-inch sewer force main within Faraday Road as part of the Carlsbad Oaks North Development.

*City of Vista, Los Angeles Avenue Sewer Replacement and Upsize.* Mr. Mendoza managed the design and construction of a 330 linear foot trenchless sewer realignment and upsize using horizontal directional drilling to facilitate a low-income housing project.

*City of Vista, CIP Program Management.* Mr. Mendoza managed all projects, budgets, and schedules for the City of Vista and Buena Sanitation District CIP program from 2003-2009. He also managed the completion of the 2007 Sewer Master Plan Update, condition assessment program, and coordinated with department heads and upper management in helping to develop a \$40 million five year CIP program underwritten by a sewer service charge increase.

*Veolia Water, City of Arvin, Sewer Capacity Analysis and Master Plan.* As Project Manager, Mr. Mendoza managed the survey, GIS development, and performed the SewerGEMS capacity analysis. He used the analysis as the basis of the City's first sewer master plan. The project is in draft form. Client feedback was the analysis exceeded expectations.

## Ehab Gerges, PE - Project Director

*Education: BS, Civil Engineering*

*Registration: Professional Civil Engineer, CA #59991*

Mr. Gerges has over 20 years of professional experience in public works design. He has managed and designed a wide variety of public works projects including site development, pavement rehabilitation, street widening, storm drain, sewer and water improvements. He has been responsible for the preparation of studies and master plan reports for sewer, water, and drainage infrastructures. Mr. Gerges' experience also encompasses municipal engineering where he served on assignments helping public agencies in the preparation of request for proposals, consultant selection, contract negotiations, NPDES and other permits' processing, infrastructure studies and bidding, inspection, and construction management for several capital improvements projects.

### Selected Project Experience

*City of Cathedral City, Dream Homes Sanitary Sewer/Water Improvements Assessment District.* Mr. Gerges was the Project Manager responsible for the preparation of a sewer study and construction documents. This project included the construction of a sanitary sewer system, approximately 26,280 linear feet of local gravity 8-inch to 12-inch trunk sewer, manholes, related facilities, and laterals connecting individual parcels to the sewer system. The sewer study included review and analysis of the City of Palm Springs Sewer Master Plan. The study determined the sewage flows generated by the assessment district and evaluated the existing capacity of the existing sewer trunk down stream to the treatment plant.

*City of Encinitas, Hwy 101 Sewer Force Main Replacement Phase 3.* As Project Manager, Mr. Gerges was responsible for preparing the PS&E for the replacement of the existing 14-inch DIP sewer main from the Moonlight Pump Station to Highway 101, approximately 2,000 linear feet.

*City of Encinitas, Regal Road Sewer and Storm Drain and Regal View Pump Station.* Mr. Gerges was the Project Manager responsible for preparing the PS&E

documents for sewer and storm drain improvements. The intent of the project was to eliminate the existing Regal View Pump Station.

*City of Coronado, Margarita Avenue Sewer and Roadway Rehabilitation.* Mr. Gerges was the Project Manager responsible for preparing the PS&E of ½ mile of Margarita Avenue. The project replaced 1,200 linear feet of VCP sewer with PVC sewer main. The project was designed with gutter plates and root barriers to slow future root growth.

*City of Coronado, Sewer and Alley Improvements.* Mr. Gerges is the Project Manager. Harris is responsible for preparing the design for water and sewer mains and alley improvements. The sewer and water mains are located in alleys and include numerous challenges consisting of substandard water/sewer separations, utility conflicts, and are in close proximity to existing fencing walls and structures. Our scope of services includes geotechnical investigation, field survey, photographic inventory of existing conditions, traffic control plans, obtaining Caltrans encroachment permit, and preparation of construction documents.

*City of Vista, Citrus Sewer Replacement.* As Project Manager, Mr. Gerges was responsible for the preparation of the PS&E for the replacement of the existing 6-inch main with an 8-inch line that will be constructed within the existing easement. The total length of the sewer main is approximately 440 feet.

*City of Carlsbad, CMP Rehabilitation.* Mr. Gerges was the Project Manager. The City has assembled a Corrugated Metal Pipe (CMP) Replacement Program that identified tens of pipe segments throughout the City that are failing and require imminent replacement/rehabilitation. This is a multi-year implementation program.

*City of Laguna Beach, Los Robles Area Sewer Improvements.* Mr. Gerges was the Project Manager for the construction of 6,200 linear feet of 6- to 8-inch sewer pipe. The project involved replacing the sewer system located in an easement at the back of existing homes.



## Daniel Lee, PE - QA/QC Manager

*Education: BS, Civil Engineering*

*Registration: Professional Civil Engineer, CA #38396*

Mr. Lee has over 28 years of experience in project management and design of civil engineering projects throughout California, Arizona, Nevada and Mexico, including extensive experience in major transportation and water resource public works projects, residential, commercial, resort and industrial land development projects. As a leader and manager of engineering staff, Mr. Lee has been responsible for conceptualizing and preparing feasibility studies for routing alignments, mass grading, and technical studies; verifying efficiency and quality by reviewing reports, drawings, estimates, and specifications.

Mr. Lee's extensive public works experience includes infrastructure design of transportation and water resource projects. Some of Mr. Lee's most notable projects include planning, design, and project management of 22 miles of pavement rehabilitation in the City of Poway; State Route 86 Sewer rehabilitation project for the City of El Centro; numerous street, highway, and utility planning and design projects in the cities of La Quinta, Palm Desert, and Cathedral City; and the design of five miles of sewer trunk main for the MTDB Eastline Trolley.

### Selected Project Experience

*City of Carlsbad, Calaveras Hills Community Water and Sewer Systems.* Mr. Lee was the Project Manager responsible for the preparation of the Sewer Master Plans for a community development project consisting of 600 acres. The project included the design of sewer mains and water main systems.

*Carmel Valley Village Sewer and Water Systems, San Diego.* As Project Manager, Mr. Lee was responsible for the design and construction staking of all sewer and water mains and appurtenances for this 300-acre site.

*High Country West Community Water and Sewer Systems in San Diego.* As Project Manager and Project Engineer, Mr. Lee was responsible for the preparation of the Sewer Master Plan for a 579-unit community

development project, a 160-acre subdivision in Rancho Bernardo. He performed engineering design of all sewer and water mains, stations, force mains, pressure reducing stations and associated appurtenances. Services included mass grading, street design, drainage design, sewer and water systems, cost estimation, construction management, subdivision mapping, community workshops, feasibility studies, agency processing (Caltrans D11), and as-builts.

*Horton Plaza Shopping Center, San Diego, CA.* Mr. Lee was the Project Manager for the preparation of PS&E for the replacement or realignment of sewer, water and drainage systems within Fourth Avenue, First Avenue, "G" Street, and Broadway Place for the Center City Development Corporation.

*City of National City, National City Redevelopment.* Project Manager for the preparation of sewer plans which included design and construction staking of 10 acres of redevelopment projects, drainage master plans, storm drain construction drawings, and estimates and specifications for the 10-acre Redevelopment project for the City of National City.

*Ridgegate in San Diego, CA.* Project Manager for the preparation of the Sewer Master Plan and Water Master Plan in conjunction with La Jolla Community Water and Sewer Systems. This 150-acre community development project included design as well as construction staking of all sewer and water mains and appurtenances.

*San Diego Eastline Trolley Water and Sewer Main Replacement/Realignment, San Diego.* Project Manager for the preparation of plans, specifications and estimates for the replacement and realignment of sewer trunk mains, laterals, water mains and services along five miles of the Eastline Trolley for the Metropolitan Transit Development Board.

*Westwood Valley Community Water and Sewer Systems in San Diego.* Project Manager for the preparation of the Sewer Master Plan and Water Master Plan for this 1,000+ unit community development project. Design and construction staking of all sewer and water mains, sewage lift stations, sewer force mains, water pressure reducing station, sewage detention facilities and associated appurtenances were included.



## Vern Phillips, PE - Trenchless Alternatives

*Education: BS, Civil Engineering*

*Registration: Professional Civil Engineer, CA #33439*

Mr. Phillips has over 30 years of experience in program/construction management and civil design for infrastructure improvements for public agencies. His expertise is in pipelines, wastewater and potable water facilities. His skills include technical oversight and quality control for projects during construction, the preparation of project construction documents, and program management of public works and capital improvement projects. He has developed design and drawing standards for pipelines, structures, and roads.

Mr. Phillips has considerable pipeline experience for potable and reclaimed water force mains, sewer and storm drain facilities, natural gas, saltwater, and dredging pipelines. He is a nationally recognized expert in trenchless technology for pipe construction and experienced in the usage of advanced pipe materials. Mr. Phillips has authored several articles in *Trenchless Technology Magazine*.

### Selected Project Experience

*City of Santa Monica, Projects 7, 7A & 8A, and 10 - Repair of Earthquake Damaged Sewer Mains.* As the Technical Advisor on this \$18.5 million project, Mr. Phillips gave special assistance to the City for trenchless technology applications for pipeline rehabilitation. Projects included directional drilling, pipe bursting, fold-and-form lining, cured-in-place lining, and spiral wound lining techniques as well as conventional open-cut construction for six- to 36-inch sewer mains throughout the City.

*City of Beverly Hills, Districts 9, 10, 12, and 13 Sanitary Sewer Improvements.* Project Manager. Mr. Phillips managed this project involving over 91,000 feet of collection system pipe and manholes which were TV inspected and evaluated. More than 40,000 feet of pipe was identified for rehabilitation by fold-and-form PVC lining in six, eight, and 10-inch diameters for this \$2 million construction project.

*City of Las Vegas, Monte Cristo/Cheyenne Sewer Interceptor.* Technical Advisor. Mr. Phillips was the technical advisor for the micro-tunneling aspect of the project. His team solved a challenging issue involving improperly constructed pipeline grade with an innovative solution — the use of a reconfigured boring head. This solution saved over \$300,000 in construction costs and minimal delay to the project schedule. This \$6.2 million project included the installation of 23,215 LF of 30- to 36-inch sewer line, one mile of which was installed by microtunneling. The project also included installation of three jacked steel casings at three different state highway crossings and 47 manholes ranging in diameter from six to eight feet and in depth from 10 to 44 feet. It also included asphalt concrete pavement removal and replacement as required.

*City of Hayward, Arden/Shasta Trunk Sewer.* Project Manager. Mr. Phillips managed the study and design of 2.5 miles of 39-inch and 27-inch concrete trunk sewers and 29 manholes that have endured 30 years of sulfide corrosion in the City. Study work included coring material samples from the pipe wall, laboratory analysis, and hydraulic modeling of future flows. Research included review of televised pipe inspection and geologic investigations on file with the state and the City. This \$1 million construction project resulted in improvements to the trunk sewers including sliplining, spiral wound pipelining, and robotic manhole epoxy coating.

*City of Piedmont, Sanitary Sewer Rehabilitation Program.* Project Director. Through his management efforts, Mr. Phillips shaved six years off the initial schedule of this project and saved the City \$9 million. To comply with requirements from the State Water Quality Control Board, the City was required to reduce their sanitary sewer overflows and groundwater infiltration. Studies were performed and areas identified for rehabilitation. Pipebursting and fold-and-form lining technology were employed to avoid many of the impacts to traffic and the residents for this \$16 million, multi-year program.



## Bran Pollard, PE - Project Designer

*Education: BS, Civil Engineering*

*Registration: Professional Civil Engineer, CA #76547*

Mr. Pollard has six years of experience in civil engineering, through both in-school coursework as well as internships. He worked for two years with civil/drainage engineers in the storm drain section of a municipal street maintenance department. During that internship, he assisted in drafting traffic signal design, signing and striping plans as well as traffic control plans for various jurisdictions.

### Selected Project Experience

*City of Cathedral City, Dream Homes Sanitary Sewer/Water Improvements Assessment District.* Mr. Pollard assisted with the preparation of a sewer study and construction documents. This project included the construction of a sanitary sewer system, approximately 26,280 linear feet of local gravity 8-inch to 12-inch trunk sewer, manholes, related facilities, and laterals connecting individual parcels to the sewer system. The sewer study included review and analysis of the City of Palm Springs Sewer Master Plan. The study determined the sewage flows generated by the assessment district and evaluated the existing capacity of the existing sewer trunk down stream to the treatment plant.

*City of Indio, Madison Avenue Bridge and Corridor Improvements.* Project Engineer for the proposed project which will construct a new roadway segment and bridge crossing over the All-American Canal and the Coachella Valley Storm Channel (White Water River) to complete the missing link between Miles Avenue and Fred Waring. The project also includes improvements to the four-mile Madison Street Corridor including roadway widening, traffic signal modifications, drainage improvements, and pavement rehabilitation. At the completion and approval of the Alignment Study Report, Harris proceeded with the preparation of construction documents, coordination with CVWD to obtain all necessary encroachment permits, and preparation of environmental documents right of way documents.

## David Dale, PE, PLS - Dynamic Consulting Engineers (Surveying)

*Education: BS, Mechanical Engineering*

*Registrations: Professional Civil Engineer, CA #63588;*

*Professional Land Surveyor, CA #8603;*

Mr. Dale has over nine years of experience in civil engineering design that includes plan checking, design of streets, water distribution systems, sanitary sewer collection systems and water and waste-water treatment systems. Mr. Dale also has extensive experience in construction management of major construction projects including streets, pressure and gravity sewer systems, sewer lift stations and treatment facilities.

*North Shore Infill Project, Rancho Housing Alliance (Non-profit Organization) North Shore, CA.* DCE prepared site plans, cost estimates, grading plans, hydrology study and improvements plans for the 12 unit low income housing development project. DCE coordinated project approval and permitting with Riverside County Planning Department and Transportation Department. Project completed on time and designed within budget.

*Rancho De La Fe Project, Construction Management and Resident Engineering for the Improvements of 125 Single Family Homes Development, Desert Alliance for Community Empowerment (DACE) and Rancho Housing Alliance (Non-profit Organization), Coachella, CA.* Members of our staff worked on the construction management and resident engineering services for the construction of improvements for the 125 low income housing development. Construction management included coordination with contractors, developers, City of Coachella and Utility Companies including IID and Coachella Valley Water District. Construction management included the supervision of construction of the finish pads, soil compaction testing, grading, street paving, curb and gutter, concrete flat work, concrete testing, water, sewer and storm drain systems and dry utilities. Project had delays due to conflicts with the design that were uncovered during construction.





## John Leuer, GE - LOR Geotechnical (Geotechnical Investigation)

*Education: BS, Civil Engineering*

*Registration: Professional Civil Engineering, CA #34996 /  
Professional Geotechnical Engineer, CA #2030*

Mr. Leuer has over 26 years of experience on literally hundreds of geotechnical projects. He has acquired a specialized knowledge of the many geotechnical considerations involved for construction in the Southern California area, and is highly experienced in all aspects of soil and foundation engineering. Mr. Leuer has substantial experience coordinating projects for the public and private sector gaining a reputation for being responsive to the clients' needs while providing strong technical expertise.

*Various Rehabilitation Projects. Lead Engineer.* Mr. Leuer has conducted pavement structural section component analysis on numerous pavement rehabilitation projects within the cities of Moreno Valley, Lake Elsinore, San Jacinto, Apple Valley, Victorville, Garden Grove, and Yorba Linda. The purpose of these evaluations was to determine the existing structural sections and the subgrade soil strength properties within the subject roadway segments. The existing structural section data and subgrade soil strength properties were then used to evaluate the subject segments for new structural segment design and/or asphalt concrete overlay/inlay requirements. The information presented within the report was intended to provide an information database for the development of plans and specifications for rehabilitation of the subject roadway sections.

## Dave Munson - Underground Solutions (Utility Potholing)

*Education: BS degree*

Mr. Munson has over 22 years experience in trenchless technology and infrastructure solutions. He has worked with Underground Solutions/BRH-Garver West for over eight years. Furthermore, he is a member of EGCA, NUCA, and BIA.

## D. Firm Qualifications

Harris & Associates, Inc.  
 (760) 340-6111 Fax (760) 340-6433  
 Contact Person: Carlos Mendoza, PE  
 cmendoza@harris-assoc.com

Harris is a California corporation.

### About Harris

In 1974, Harris began as a wastewater treatment facility design and construction management firm. Since then, pipeline design services has remained a mainstay with Harris. With more than 70 licensed/registered engineers on staff, Harris has completed a multitude of pipeline assignments as a prime consultant in Southern California. Harris is also a leader in replacement and rehabilitation of pipelines using the innovative methods made available via trenchless technology. From pipe bursting and microtunneling, to designing large diameter cured-in-place and fold-and-form linings, we are a leader in the use of design technologies.

Harris takes pride in our success in supporting California public agencies such as the City of Palm Springs with civil engineering services for over 36 years. Our civil engineers specialize in public infrastructure. We are currently ranked 38<sup>th</sup> in *Trenchless Technology* magazine's Top 50 Design Firms. Harris has the experience and knowledge to guide the City of Palm Springs in these cost-effective construction technologies. Our design services include water, sewer, and storm system master planning; water distribution, sanitary sewer, and storm facilities; joint trench design; trenchless technology solutions; streets; traffic signals and lighting; storm water management plans, programs, and practices. Working within the street right-of-way will require experience in most of these areas.

## Principals Authorized to Bind the Firm

The following principals are authorized to bind Harris in a contractual agreement.

- ▶ L. Carl Harris, PE - Chairman
- ▶ Guy A. Erickson, PE - President
- ▶ Neil McCosker, PE - Senior Vice President
- ▶ Vern Phillips, PE - Senior Vice President
- ▶ Ehab Gerges, PE - Vice President / Manager, Engineering Services
- ▶ Byron G. Tobey, Jr., PE, LEED - Vice President / Regional Manager
- ▶ Javier Saunders, PE - Vice President / Regional Manager
- ▶ Brett Barnett, PE, CCM - Vice President
- ▶ Carolyn Colson - Vice President
- ▶ Joan Cox, PE - Vice President
- ▶ Brian A. Danley, PE, LEED - Vice President
- ▶ Isaac Dee, CVS, CCM - Vice President
- ▶ Robert DeLiso, PE - Vice President
- ▶ Robert Earl, PE - Vice President
- ▶ Jules P. Feher - Vice President
- ▶ Robert S. Guletz, PE - Vice President
- ▶ Ed Kozlowski, AIA, LEED - Vice President
- ▶ Dana LeSher, LEED - Vice President
- ▶ Russell A. Moore, PE, LEED - Vice President
- ▶ Mike Motil, PE, LEED - Vice President
- ▶ Steven E. Roberts, PE - Vice President
- ▶ Marian S. Ross - Vice President
- ▶ Marie A. Shockley - Vice President
- ▶ Kim A. Sloat, PE, LEED - Vice President
- ▶ Larry G. Timmer, PE - Vice President



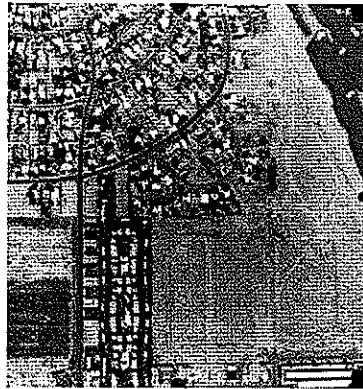
## Relevant Project Experience

Harris understands that successful project delivery means more than being on-time and under-budget. Successful projects have to address the concerns of neighbors and users, be sensitive to the environment, and conform to local political realities. By focusing on our clients' needs as our top priority, we have earned an excellent reputation within the industry. Our team's expertise includes cured-in-place (CIPP) lining, pipe reaming, slip lining, fold-and-form lining, pipe bursting, microtunneling and directional drilling. Highlighted below are projects that represent on-target experience similar to what is required by the City.

### Dream Homes Sanitary Sewer Improvements Assessment District, City of Cathedral City

Client Contact: William Bayne, PE, City Engineer, (760) 770-0360

The project included the construction of a sanitary sewer system, approximately 26,280 linear feet of local gravity 8-inch to 12-inch trunk lines, manholes, related facilities, and laterals connecting individual parcels

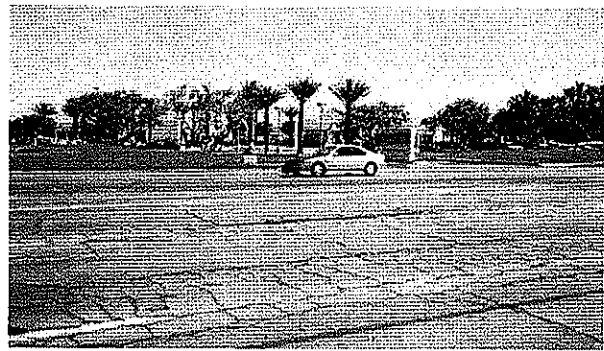


to the sewer system. Approximately 528 parcels within the assessment district boundary have access to the municipal sewage system of the sewer improvements. In addition, the project included the reconstruction of all affected roadways within the assessment district boundary to meet current City standards.

Harris' scope of work included the preparation of a sewer study to determine the sewage flow generated by the assessment district and evaluate the existing capacity of the sewer system down stream from the connection

location. The study included a review of the City of Palm Springs' sewer master plan, analysis of future development upstream of Dream Homes and extensive coordination with the City of Palm Springs, Desert Water Agency for final acceptance of the study. Harris also assisted the City in developing and implementing a public outreach campaign during the design. The total construction cost was approximately \$9 million. The project was completed with less than 1% in change orders.

### Madison Avenue Street Extension, City of Indio



Client Contact: Tom Rafferty, Principal Civil Engineer, (760) 391-4017, ext. 4270

This project was to construct a new roadway segment and bridge crossing over the All-American Canal and the Coachella Valley Storm Channel (White Water River) to complete the missing link between Miles Avenue and Fred Waring. The project also included improvements to the four-mile Madison Street Corridor including roadway widening, traffic signal modifications, drainage improvements, and pavement rehabilitation.

Harris' scope of work included the preparation of an Alignment Study Report for the missing link segment, review of existing traffic models prepared by the City and Coachella Valley Association of Governments (CVAG) for the Madison Street Corridor, coordination with the Coachella Valley Water District (CVWD) for project requirement for City selected alternative and preparation of a report discussing all the pros and cons of each alignment, R/W requirements, and preliminary probable construction cost estimates.



At the completion and approval of the Alignment Study Report, Harris proceeded with the preparation of construction documents, coordination with CVWD to obtain all necessary encroachment permits, and preparation of environmental documents right of way documents. This project was phased in three different phases constructed over 2009 and 2010.

## Sanitary Sewer Assessment and Replacement Program, City of Coronado

Client Contact: Ngyra Stebbins, (619) 522-7300

For the last three years, Harris has been assisting the City of Coronado with evaluating and replacing the City's sewer system as part of the City's Capital Improvement Program Projects. One project that is highlighted is the Margarita Avenue Rehabilitation and Sewer Main Replacement. The sewer and water mains are located in alleys and include numerous challenges consisting of substandard water/sewer separations, utility conflicts, sandy soils, high groundwater, and are in close proximity to existing fencing walls and structures. The assessment of the sewer system includes inspection of CCTV of existing sewer mains, reviewing capacity issues identified in the City's Sewer Master Plan and preparing plans specifications, and cost estimates for projects identified in this assessment process.

## Margarita Avenue Rehabilitation and Sewer Main Replacement, City of Coronado

Client Contact: Ngyra Stebbins, (619) 522-7300

Harris completed the design of .5 mile of Margarita Avenue for the City of Coronado. The street is lined with mature large canary island pine trees which are very popular with the residents, but have caused excessive damage to the street. The project also replaced 1,200 L.F. of old deteriorated and root entrained VCP sewer with PVC sewer main. The project was designed with gutter plates and root barriers to slow future root growth. Root intrusion has contributed to severe sewer main damage and pavement alligator and transverse cracking. Harris consulted with expert arborists and



found a way to save trees by doing work when the trees are dormant and employing a program of selective pruning and root training. Construction documents required the contractor to have an arborist on staff and to cover the exposed roots with wet soil overnight.

Our services included conducting a geotechnical investigation, field survey, field review, arborist review, and community meetings. We also prepared PS&E for the pavement rehabilitation and sewer replacement.

## Citrus Sewer Replacement, City of Vista

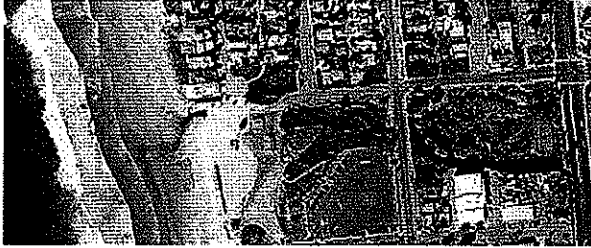
Client Contact: Sudi Shoja, (760) 726-1340, x1324

Harris was responsible for the preparation of design plans, specifications, and estimates for the replacement of the sewer main for the City of Vista. The project involved the replacement of undersized existing 6-inch sewer main with an 8-inch line that was constructed within the existing easement. The main is located in a sewer easement and serves several properties on Connecticut Avenue, Orange Avenue, Massachusetts Avenue, and Citrus Avenue.

The existing main had several collapsed sections as a result of root intrusion. Harris reviewed as-built plans and sewer logs to evaluate the condition of the existing sewer. An additional construction sewer easement was obtained to build a portion of the sewer without disruption to service and maintain existing unpermitted fencing, walls, and structures without damage.



### Hwy 101 Sewer Force Main Replacement Phase 3 (aka: Moonlight Beach Sewer Force Main Replacement), City of Encinitas



Client Contact: Kipp Hefner, Associate Civil Engineer, (760) 633-2775

The project replaced the existing 14-inch ductile iron pressure sewer main from the Moonlight Pump Station to Highway 101, approximately 2,000 linear feet. Harris prepared PS&E documents for the pipeline force main improvements including design, field survey, traffic control, and geotechnical investigation.

The scope of work included review of Surge Analysis Report findings and recommendations for the existing pump station at the down stream side of the proposed force main. Recommendations included in the surge analysis were incorporated in the project design. As the existing alignment is less than 200' from the coastal area, traverses residential neighborhoods and along dense utilities, several project alignments were developed and presented to the City for consideration. The Harris team also conducted utility potholing and coordinated with utility agencies for potential utility conflicts. The proposed alignment also had to maintain the existing force main in service while the proposed force main was under construction. In order to expedite construction and reduce traffic impacts along Coast Highway 101, the team used restrained joints to transfer thrust forces.

### Brookhurst Street & Westminster Avenue Sewer Improvements, City of Garden Grove



Client Contact: Mark Uphus, PE, Senior Civil Engineer - Public Works Dept., (714) 741-5191

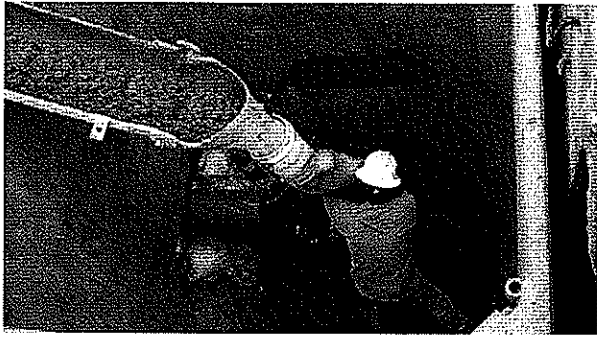
This project included the replacement and upsizing of approximately 7,515 linear feet of 10-inch to 18-inch trunk sewers identified in the Sanitary District's Sewer Master Plan with an approximate construction cost of \$2 million. The project also included preparation of sewer capacity analysis to review the findings and recommendations included in the master plan, design of a triple sewer siphon to avoid existing 13' x 8' RCB, jack and bore of several segments of the project alignment to avoid major crossing utilities and extensive utility coordination. The proposed sewer trunk connected to existing 54-inch Orange County Sanitation trunk sewer and a connection permit with the County's Sanitation District was obtained.

### Group 3 Sanitary Sewer Improvements - Project 2 (Model 7, Phase I & II), City of Anaheim

Client Contact: Khanh Chu, PE, Principal Civil Engineer, (714) 765-5259

Harris obtained CCTV inspection and full topographic survey and prepared PS&E construction documents through considerable refinement of the sewer master plan recommendations to address deficiencies and add needed capacity to the system for both the existing and future build-out condition. Solutions included removal and replacements, parallel sewers and upstream diversions. One major highlight worth noting is Harris' innovative designs for the Phase I sewer improvements on La Palma Avenue resulted in approximately \$1





million savings in construction costs compared with the original master plan recommendation. Specifically, an existing 24" VCP trunk sewer, which needed to be upsized to a 30" VCP, was found to be in good condition in the CCTV video and through the innovative combination of two upstream diversions and the construction of 1,000' of parallel 12" VCP sewer, the necessary capacity was added. This approach avoided removal of as much as 2,800' of 24" VCP, the costly construction of 2,800' of 30" VCP, and the related expensive temporary trunk sewer bypass and traffic control.

### Aptos Transmission Forcemain Relocation Design, Santa Cruz Sanitation District



Client Contact: Rachel Lather, PE, Senior Civil Engineer, (831) 454-2637

Harris' responsibilities on this \$11 million force main replacement project included coordination with the client and outside review agencies; directing in-house staff and design subconsultants; quality control of our construction documents; and preparation of specifications and cost estimates.

This project involved the replacement of a two-mile, 30-inch diameter HDPE forcemain located in a beach, with 3.5 miles of dual 18-inch and 20-inch forcemains, located inland. The route included two bore and jack crossings under railroad tracks and one horizontal directional drill crossing under Aptos Creek.

One project challenge was that a portion of the forcemain alignment needed to cross Aptos Creek. To minimize environmental impacts and reduce costs, trenchless technology in the form of directional drilling was designed for the 18-inch pipeline. Vertical alignment under the creek was critical so that hydro-fracture would not spill drilling fluid onto the beach.

## Subconsultants

### Dynamic Consulting Engineers - Surveying

Dynamic Consulting Engineers, Inc. (DCE) a California Corporation, provides land surveying services. Their services include lot and boundary closure calculations; dedications and easement provisions; legal descriptions and completeness and accuracy of data notation; lot line adjustments; reversion to acreage; parcel maps; final maps including associated easement and/or right-of-way dedications, street vacations, access agreements, and other legal documents for recordation with the client; tentative maps; record of surveys; tract maps; right of way maps; lot mergers; topographic surveys and data collection; construction staking; "as-built" surveys and the subsequent preparation of "as-built" plans to be filed with local agencies; manhole surveys and inspections; and mapping.

DCE uses conventional equipment and GPS to construct topographic maps illustrating the existing characteristics of the site, including topographic contours, natural features, vegetation and trees, buildings, roadways, utilities, and associated elevation and attribute data. These topographic surveys provide the basis for all subsequent project site design and engineering.



## LOR Geotechnical - Geotechnical Investigation

LOR Geotechnical Group, Inc. (LOR), is a professional geotechnical consulting company providing cost-efficient services in the geotechnical, geologic, environmental and construction inspection fields since 1988. LOR has a wide diversity of experience, including planned communities, commercial, industrial projects and residential development, as well as, public infrastructure improvements.

The geotechnical services offered by LOR include:

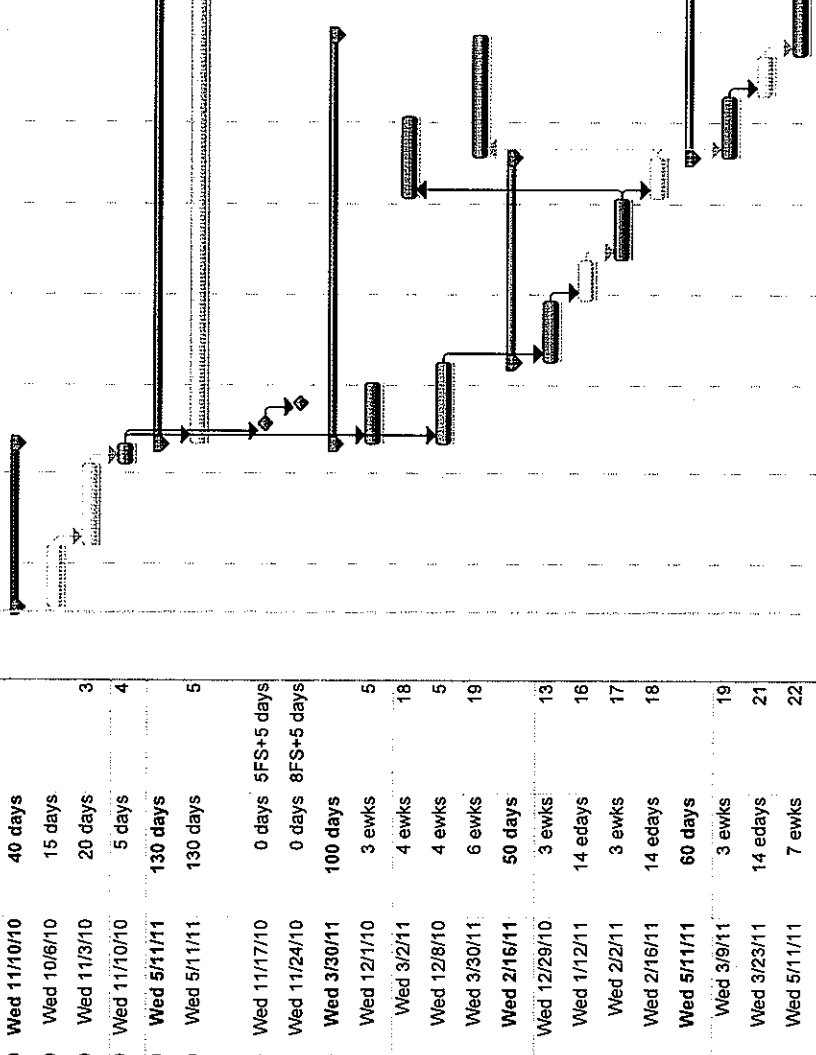
- ▶ Preliminary geotechnical investigations
- ▶ Preliminary soil engineering investigations
- ▶ Geotechnical feasibility studies
- ▶ Geotechnical engineering
- ▶ Foundation investigations
- ▶ Forensic studies
- ▶ Street structural section design
- ▶ Percolation feasibility studies
- ▶ Laboratory testing services

## Underground Solutions - Utility Potholing

Underground Solutions, Inc. was formed out of necessity by experienced utility contracting experts that realized the need for safe, fast and accurate underground utility locating. Since acquiring state of the art "air excavation" potholing equipment, the business has exploded as the need for "due diligence" is realized by local consulting engineering firms, water and sewer districts, municipal customers and utility contractors.

Underground Solutions, Inc. and their team of highly qualified operators and management are committed to a fast, safe and accurate utility locating service capable of non-disruptive "air excavation" potholing service. High velocity air delivers the power to cut precise holes into the earth while not damaging the utility being located. Using a "dry" system, allows for more economical and environmentally friendly excavations.

ID	Task Name	Start	Finish	Duration	Predecessors	2011																			
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May											
1						-4	-2	1	3	5	7	9	11	13	15	17	19	21	23	25	27	29	31	33	35
2	City Actions	Thu 9/16/10	Wed 11/10/10	40 days																					
3	Selection Process	Thu 9/16/10	Wed 10/6/10	15 days																					
4	Award Process	Thu 10/7/10	Wed 11/3/10	20 days	3																				
5	Notice To Proceed	Thu 11/4/10	Wed 11/10/10	5 days	4																				
6	Task 1.0 Project Management	Thu 11/11/10	Wed 5/11/11	130 days																					
7	1.1 - 1.5 Mtgs, Reports, Utility Coordination, QA/QC	Thu 11/11/10	Wed 5/11/11	130 days	5																				
8	Kick off Meeting	Wed 11/17/10	Wed 11/17/10	0 days	5FS+5 days																				
9	Preliminary Utility Notices	Wed 11/24/10	Wed 11/24/10	0 days	8FS+5 days																				
10	Task 2.0 Preliminary Investigation	Wed 11/10/10	Wed 3/30/11	100 days																					
11	2.1 Data Gathering & Field Review	Wed 11/10/10	Wed 12/1/10	3 ewks	5																				
12	2.2 Geotechnical Investigation	Wed 2/2/11	Wed 3/2/11	4 ewks	18																				
13	2.3 Survey	Wed 11/10/10	Wed 12/8/10	4 ewks	5																				
14	2.4 Utility Potholing	Wed 2/16/11	Wed 3/30/11	6 ewks	19																				
15	Task 3.0 Preliminary PS&E (30%-60%)	Wed 12/8/10	Wed 2/16/11	50 days																					
16	3.1,3.2 30% PS&E Submittal	Wed 12/8/10	Wed 12/29/10	3 ewks	13																				
17	District Review (30%)	Wed 12/29/10	Wed 1/12/11	14 edays	16																				
18	3.3,3.4 60% PS&E Submittal	Wed 1/12/11	Wed 2/2/11	3 ewks	17																				
19	District Review (60%)	Wed 2/2/11	Wed 2/16/11	14 edays	18																				
20	Task 4.0 Final PS&E (90%-100%)	Wed 2/16/11	Wed 5/11/11	60 days																					
21	4.1-4.3 90% PS&E Submittal	Wed 2/16/11	Wed 3/9/11	3 ewks	19																				
22	District Review (90%)	Wed 3/9/11	Wed 3/23/11	14 edays	21																				
23	4.4 Final PS&E plus MyJars	Wed 3/23/11	Wed 5/11/11	7 ewks	22																				



**City of Palm Springs**  
**Palm Springs RFP 02-11, Tract 13257 Sewer Improve**  
 Date: Tue 8/14/10

**Task**  
 Progress  External Tasks   
 Milestone  Project Summary   
 Summary  Group By Summary

Rolled Up Task  Rollover Milestone   
 Rollover Progress  Split

Deadline



**Harris & Associates**  
*Shaping the Future. One Project at a Time*  
 43-100 Cook Street, Suite 103, Palm Desert, CA 92260



## Exceptions

Harris appreciates having the opportunity to review the City's Professional Services Agreement and has the following suggested changes to the Agreement.

### 6. Indemnification

#### 1st Paragraph

- ▶ 8<sup>th</sup> line, add "to the extent" before "arise out of, pertain to or related to..."

#### 2nd Paragraph

- ▶ 3<sup>rd</sup> sentence, delete "allegations"

#### 1.1 Scope of Services

- ▶ 6<sup>th</sup> line, change "first class" to "professional"
- ▶ 8<sup>th</sup> line, either delete "highest" or change "high quality among" on the 9<sup>th</sup> line to either "professional quality among" or "usual and customary level of care and skill ordinarily exercised among"



**EXHIBIT "D"**  
**SCHEDULE OF COMPENSATION**

Tasks listed below are identical to tasks identified in Exhibit A of this Agreement. Payments to Contractor shall be made no more frequently than monthly, and shall be based on lump sum costs per task item of work as indicated herein. Lump sum payments shall be made to Contractor based upon completion of tasks, or pro-rata portions thereof noted below, to a maximum of 75% of the lump sum task item fee until completion of such task item as determined by the Contract Officer. Each request for payment shall contain Contractor's statement of the work or tasks completed or portion performed, with supporting documentation. The determination of payment due shall be made based upon the reasonable judgment of the Contract Officer.

	<u>Task Total Lump Sum</u>
<b>Task 1 – Project Management</b>	
Task 1.1, Progress Meetings (2)	\$ 2,100.00
Task 1.2, Utility Coordination	\$ 1,540.00
Task 1.3, QA/QC During Design	\$ 2,825.00
<b>Task 2 – Preliminary Investigation</b>	
Task 2.1, Data Gathering & Field Review	\$ 4,080.00
Task 2.2, Survey	\$ 5,335.00
Task 2.3, Utility Potholing (6)	\$ 7,975.00
<b>Task 3 – Preliminary PS&amp;E (60%)</b>	
Task 3.1, 60% Plans	\$ 19,465.00
Task 3.2, 60% Specifications	\$ 5,895.00
Task 3.3, Cost Opinion	\$ 2,700.00
<b>Task 4 – Final PS&amp;E (90% - 100%)</b>	
Task 4.1, 90% Plans	\$ 3,160.00
Task 4.2, 90% Specifications	\$ 1,195.00
Task 4.3, 90% Cost Opinion	\$ 700.00
Task 4.4, Final PS&E plus Mylars	\$ 1,995.00
<b>Grand Total</b>	<b>\$ 58,965.00</b>

**END OF EXHIBIT "D"**

## EXHIBIT "E" SCHEDULE OF PERFORMANCE

ID	Task Name	Start	Finish	Duration	2011											
					Q3	Q4	Q1	Q2	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1	City Actions	Thu 9/16/10	Mon 11/22/10	48 days	[Gantt bar spanning from Sep to Nov]											
2	Selection Process	Thu 9/16/10	Wed 10/6/10	15 days	[Gantt bar spanning from Sep to Oct]											
3	Award Process	Thu 10/7/10	Wed 11/3/10	20 days	[Gantt bar spanning from Oct to Nov]											
4	Notice To Proceed	Tue 11/16/10	Mon 11/22/10	5 days	[Gantt bar spanning from Nov to Dec]											
5	Task 1.0 Project Management	Tue 11/23/10	Mon 5/23/11	130 days	[Gantt bar spanning from Nov to May]											
6	1.1 - 1.5 Migs (2), Utility Coordination, QA/QC	Tue 11/23/10	Mon 5/23/11	130 days	[Gantt bar spanning from Nov to May]											
7	Task 2.0 Preliminary Investigation	Mon 11/22/10	Thu 2/17/11	63 days	[Gantt bar spanning from Nov to Feb]											
8	2.1 Data Gathering & Field Review	Tue 11/23/10	Thu 2/17/11	63 days	[Gantt bar spanning from Nov to Feb]											
9	Preliminary Utility Notices	Mon 11/29/10	Mon 11/29/10	0 days	[Gantt bar spanning from Nov to Dec]											
10	2.2 Survey	Mon 11/22/10	Mon 12/20/10	4 wks	[Gantt bar spanning from Nov to Dec]											
11	2.3 Utility Potholing	Mon 12/20/10	Mon 1/10/11	3 wks	[Gantt bar spanning from Dec to Jan]											
12	Task 3.0 Preliminary PS&E (30%-50%)	Mon 12/20/10	Mon 2/28/11	50 days	[Gantt bar spanning from Dec to Feb]											
13	3.1, 3.2, 3.3 60% PS&E Submittal	Mon 12/20/10	Mon 2/14/11	8 wks	[Gantt bar spanning from Dec to Feb]											
14	3.1, 3.2, 3.3 60% PS&E Submittal	Mon 12/20/10	Mon 2/14/11	8 wks	[Gantt bar spanning from Dec to Feb]											
15	3.1, 3.2, 3.3 60% PS&E Submittal	Mon 12/20/10	Mon 2/14/11	8 wks	[Gantt bar spanning from Dec to Feb]											
16	3.1, 3.2, 3.3 60% PS&E Submittal	Mon 12/20/10	Mon 2/14/11	8 wks	[Gantt bar spanning from Dec to Feb]											
17	3.1, 3.2, 3.3 60% PS&E Submittal	Mon 12/20/10	Mon 2/14/11	8 wks	[Gantt bar spanning from Dec to Feb]											
18	3.1, 3.2, 3.3 60% PS&E Submittal	Mon 12/20/10	Mon 2/14/11	8 wks	[Gantt bar spanning from Dec to Feb]											
19	3.1, 3.2, 3.3 60% PS&E Submittal	Mon 12/20/10	Mon 2/14/11	8 wks	[Gantt bar spanning from Dec to Feb]											

END OF EXHIBIT "E"

Task  
 Progress  
 Milestone  
 Summary  
 External Tasks  
 Project Summary  
 Group By Summary  
 Deadline



**Harris & Associates.**  
 Showing the Pacific One Project at a glance  
 43-100 Cook Street, Suite 103, Palm Desert, CA 92260