



## City Council Staff Report

Date: December 15, 2010

CONSENT CALENDAR

Subject: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH DMC DESIGN GROUP, INC. FOR THE AGUA CALIENTE CULTURAL MUSEUM ROAD AND DRAINAGE IMPROVEMENTS, FEDERAL PROJECT PLHDL06-5282 (032) & HPLUL-5282 (033), CITY PROJECT 09-04

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

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### SUMMARY

The Public Works and Engineering Department is coordinating the use of two federal grants obtained by the Agua Caliente Cultural Museum for construction of improvements related to the future Tribal cultural museum which will be located at the southeast corner of Tahquitz Canyon Way and Hermosa Drive. The City solicited proposals from consultants for environmental and civil engineering design services for this project. After a competitive consultant selection process, the City selected DMC Design Group, Inc., and negotiated the proposed professional services agreement.

### RECOMMENDATION:

- 1) Approve Agreement No. \_\_\_\_\_ with DMC Design Group, Inc., in the amount of \$109,001.00 for environmental and civil engineering design services related to the Agua Caliente Cultural Museum Road and Drainage Improvements, Federal Project PLHDL06-5282 (032) & HPLUL-5282 (033), City Project 09-04; and
- 2) Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

On February 9, 2009, Michael Hammond, Executive Director of the Agua Caliente Cultural Museum ("ACCM"), submitted a letter to the City Manager requesting that the City help facilitate the ACCM's obligation and use of two federal grants related to the Agua Caliente Band of Cahuilla Indians future cultural museum. The ACCM was successful in lobbying Congress for two separate federal grants that total approximately \$1 Million to be used for design related work, including planning and engineering of roadway and interpretive signage, road and signage improvements, drainage, vehicular

parking areas, and appurtenant structures and facilities. The Tribe's cultural museum will be located at the southeast corner of Tahquitz Canyon Way and Hermosa Drive.

Federal grants are distributed to each state via the state's Department of Transportation; in California the funds are distributed to Caltrans. Each recipient of a federal grant must have an agreement with Caltrans related to the use of federal funds. Typical recipients of federal grants are local governments, cities, counties, and metropolitan planning organizations (i.e. RCTC, CVAG, etc.). In attempting to obtain the federal funds allocated to the ACCM, the ACCM was prevented from directly seeking those funds as the ACCM is not a typical agency with which Caltrans directly interacts. Caltrans directed the ACCM to seek the assistance of a public agency that has experience coordinating the use of federal funds, to obligate the federal funds on its behalf.

Therefore, pursuant to the ACCM's request, on April 15, 2009, the City Council approved a Memorandum of Understanding (MOU) between the City and the ACCM related to the City's assistance and administration of the ACCM's federal funds on its behalf. Subsequently, the Public Works and Engineering Department coordinated with Caltrans and successfully obligated the federal funds for the two federal earmarks awarded to the ACCM.

In consultation with the ACCM on the most efficient use of the federal funds to benefit the future museum site, its Board of Directors authorized the use of the federal funds for the following scope of work:

- Hermosa Drive Street Improvements (east half, Tahquitz Canyon Way to Arenas Road; full width, Arenas Road to Baristo Road)
- Palm Springs Storm Drain Line 9 Improvements (Baristo Channel to Arenas Road)
- On-Site Parking Lot and Drainage Improvements and extension of on-site storm drainage improvements for use by the future museum

This project requires the services of a professional firm to perform the required environmental analysis and prepare the environmental documents, and to prepare the plans and specifications for construction of the improvements. Staff prepared a Request for Proposals (RFP) to solicit environmental and civil engineering design services for this project. On September 9, 2010, the RFP was published and made available to firms through the City's Division of Procurement and Contracting, and by the October 21, 2010, deadline, proposals from the following 6 firms were received:

David Evans and Associates, Inc.; Ontario, CA  
DMC Design Group, Inc.; Corona, CA  
PacRim Engineering; Anaheim, CA  
RBF Consulting; Palm Desert, CA  
Secutrac Engineering; Temecula, CA  
TKE Engineering, Inc.; Riverside, CA

Following review of the proposals by a Selection Committee, a clear consensus of DMC Design Group, Inc., as the top ranked firm was made. The Selection Committee, in accordance with federal rules regarding the consultant selection process, determined that final interviews were not necessary based on its clear determination of a top ranked firm. The selection was based on DMC Design Group's thorough understanding of the project area, federal processes related to environmental clearances, and their recent experience coordinating federally funded projects through Caltrans District 8.

### **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. However, in accordance with the exceptions in the Code, as the City is a sub-recipient of federal-aid funds for this project from the Federal Highway Administration ("FHWA") via Caltrans, local preferences are generally not allowed in the awarding of this contract. Therefore, the provisions of the City's Local Business Preference Program were not included in the RFP.<sup>1</sup>

However, nondiscrimination provisions apply to all programs and activities of federal-aid recipients, sub-recipients, and contractors, regardless of tier (49 CFR 21). Pursuant to Caltrans regulations, Disadvantaged Business Enterprise (DBE) requirements must be satisfied with this project. A DBE goal of 1.25% was established for this contract, and the selected consultant has included work with 1 DBE firm, representing 4.1% of the contract amount.

### **FISCAL IMPACT:**

The City has successfully obligated the ACCM's two federal grants for use on this project on their behalf. The cost of this contract will be split equally between the two federal grants, with one grant reimbursing 100% of eligible costs and the second grant reimbursing 80% of eligible costs. The required 20% local match of the second grant will be paid from local drainage funds given the scope of work includes design and construction of Storm Drain Line 9 from the City's Master Drainage Plan.

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<sup>1</sup> The primary basis behind the prohibition of local hiring preferences is that they are inconsistent with the principles of free and open competition, which is required in the federal-aid program pursuant to federal law found at 23 USC 112, "Letting of Contracts". Also, 23 CFR 635.117 (b) states: *No procedures or requirement shall be imposed by any State which will operate to discriminate against the employment of labor from any other State, possession or territory of the United States, in the construction of a Federal-aid project.* This provision is generally applied to any City contracts funded in part by federal-aid funds the City receives as a sub-recipient from FHWA via Caltrans.

Funding for this contract will be budgeted as follows:

\$10,900.10 from account 135-4371-50287

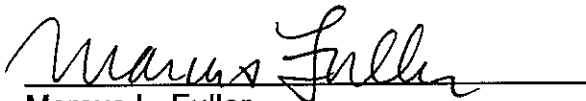
\$43,600.40 from account 261-4491-50287

\$54,500.50 from account 261-4491-50290

SUBMITTED:

Prepared by:

Recommended by:

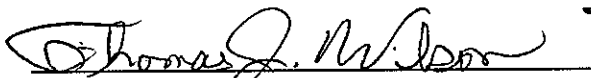


Marcus L. Fuller  
Assistant Director of Public Works

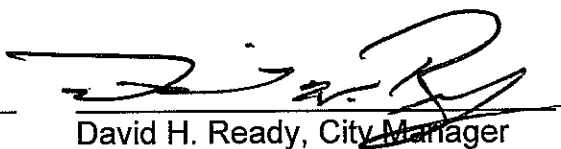


David J. Barakian  
Director of Public Works/City Engineer

Approved by:



Thomas J. Wilson, Asst. City Manager



David H. Ready, City Manager

ATTACHMENTS:

1. Agreement

**CITY OF PALM SPRINGS  
PROFESSIONAL SERVICES AGREEMENT  
AGUA CALIENTE CULTURAL MUSEUM ROAD AND DRAINAGE IMPROVEMENTS  
CITY PROJECT NO. 09-04  
FEDERAL AID PROJECT NO. PLHDL06-5282 (032) & HPLUL-5282 (033)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into, and effective on \_\_\_\_\_, 20\_\_, between the CITY OF PALM SPRINGS, a California charter city and municipal corporation, ("City") and DMC Design Group, Inc., a California corporation, ("Consultant"). City and Consultant are individually referred to as "Party" and are collectively referred to as the "Parties."

**RECITALS**

A. City has determined that there is a need for environmental, civil engineering design, and construction administration services for the Agua Caliente Cultural Museum Road and Drainage Improvements, City Project No. 09-04, Federal Aid Project No. PLHDL06-5282(032) and HPLUL-5282(033), (hereinafter the "Project").

B. Consultant has submitted to City a proposal to provide environmental, civil engineering design, and construction administration services to City for the Project under 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 in this Agreement.

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

In consideration of these promises and mutual obligations, covenants, and conditions, the Parties agree as follows:

**AGREEMENT**

**1. SERVICES OF CONSULTANT**

**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" (the "Services" or "Work") , which is attached and incorporated by reference. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and professional services and that Consultant is experienced in performing the Work and Services contemplated 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 in this Agreement. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized as high 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 and the supplemental "Special Requirements" identified on Exhibit "B"; (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"), (collectively referred to as the "Contract Documents"). The City's Request for Proposals and the Consultant's Proposal, which are both attached as Exhibits "C" and "D," respectively, are 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 "C"); (3<sup>rd</sup>) the terms of this Agreement and the supplemental "Special Requirements" identified on Exhibit "B"; and, (4<sup>th</sup>) the provisions of the Consultant's Proposal (Exhibit "D").

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

**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. Consultant shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City to the fullest extent permitted by law.

**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. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services, 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 to prevent losses or damages. Consultant 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.** Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. 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 any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement. Any adjustments must also be approved in writing by 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 or reasonably contemplated within the Scope of Services.

**1.9 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of the main body of this Agreement, the provisions in Exhibit "B" shall govern.

## **2. COMPENSATION**

**2.1 Maximum Contract Amount.** For the Services rendered under this Agreement, Consultant shall be compensated by City in accordance with the Schedule of Compensation, which is attached as Exhibit "E" and incorporated in this Agreement by reference. Compensation shall not exceed the maximum contract amount of **One Hundred Nine Thousand One Dollar, (\$109,001)** ("Maximum Contract Amount"), except as may be provided under Section 1.8. 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 under 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 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, 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 in this Agreement. If the City's maximum payment obligation is reached before the Consultant's Services under this Agreement are completed, Consultant shall complete the Work and City shall not be liable for payment beyond the Maximum Contract Amount.

**2.2 Method of Payment.** Unless another method of payment is specified in the Schedule of Compensation (Exhibit "E"), in any month in which Consultant wishes to receive payment, Consultant shall submit to the City an invoice for services rendered prior to the date of the invoice. The invoice shall be in a form approved by the City's Finance Director and must be submitted no later than the tenth (10) working day of such month. 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 as soon 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 City, Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents, work product, or work, when required by the enactment or revision of any subsequent law; 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 by the 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 attached Schedule of Performance (Exhibit "F"), which is attached and incorporated by reference.

**3.2 Schedule of Performance.** Consultant shall commence the Services under 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. 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 under 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) if Consultant, within ten (10) days of the commencement of such delay, notifies the Contract Officer in writing of the causes of the delay. Unforeseeable causes include, but are 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. 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 under this section.

**3.4 Term.** Unless earlier terminated under 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. However, the term shall not exceed three (3) years from the commencement date, except as otherwise provided in the Schedule of Performance described in Section 3.2 above. Any extension must be through mutual written agreement of the Parties.

**3.5 Termination Prior to Expiration of Term.** 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. Where termination is due to the fault of Consultant and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. 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 stated otherwise in the notice or by written authorization of the Contract Officer. After such notice, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement under this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. Consultant may terminate this Agreement, 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.

## **4. COORDINATION OF WORK**

**4.1 Representative of Consultant.** The following principal of Consultant is designated as being the principal and representative of Consultant authorized to act in its behalf and make all decisions with respect to the Services to be performed under this

Agreement: **David M. Cospers, PE, Project Manager.** 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 the City Manager or his/her designee ("Contract Officer"). Consultant shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the services. Consultant shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified, any approval of City shall mean the approval of the Contract Officer.

**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 full or partial performance of this Agreement, nor any monies due, 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 in this Agreement 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 in this Agreement 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 under this Agreement without the express written consent of City.

**4.4 Independent Contractor.** The legal relationship between the Parties is that of an independent contractor, and nothing shall be deemed to make Consultant a City employee.

A. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act or represent themselves 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 have any authority to bind City in any manner. This includes the power to incur any debt, obligation, or liability against City.

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. If for any reason any court or governmental agency determines that the City has financial obligations, other than under Section 2 and Subsection 1.8 in this Agreement, 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, the insurance described below. The insurance shall be for the duration of this Agreement and includes any extensions, unless otherwise specified in this Agreement. The insurance shall be procured in a form and content satisfactory to City. The insurance shall apply against claims which may arise from the Consultant's performance of Work under this Agreement, including Consultant's 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 in this Agreement. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided under this Agreement shall be on an occurrence basis. The minimum amount of insurance required 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 under (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 under 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 or his/her designee 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 or his/her designee 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 under this Agreement:

- 5.3.1 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the 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 No required insurance coverages may include any limiting endorsement which substantially impairs the coverages set forth in this Agreement (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 in this Agreement.

- 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 in this or any other regard.
- 5.3.8 Consultant shall provide proof that policies of insurance required in this Agreement 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, or 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 impair 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 in this Agreement 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**

**6.1 Indemnification and Reimbursement.** To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Consultant's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Consultant, its officers, employees, representatives, and agents, that arise out of or relate to Consultant's performance under this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability under this Agreement. Consultant's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified 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.

**6.2 Design Professional Services Indemnification and Reimbursement.** If the Agreement is determined to be a "design professional services agreement" and Consultant is a "design professional" under California Civil Code Section 2782.8, then:

A. 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 elected officials, officers, 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 and its elected officials, officers, employees, agents and volunteers.

B. The Consultant shall require all non-design-professional sub-contractors, used or sub-contracted by Consultant to perform the Services or Work required under this Agreement,



to execute an Indemnification Agreement adopting the indemnity provisions in sub-section 6.1 in favor of the Indemnified Parties. In addition, Consultant shall require all non-design-professional sub-contractors, used or sub-contracted by Consultant to perform the Services or Work required under this Agreement, to obtain insurance that is consistent with the Insurance provisions as set forth in this Agreement, as well as any other insurance that may be required by Contract Officer.

## **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, or as the Contract Officer shall require. Consultant acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed under this Agreement. For this reason, Consultant agrees that Consultant shall promptly notify the Contract Officer the estimated increased or decreased cost if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the contemplated Work or Services. If Consultant is providing design services, Consultant shall promptly notify the Contract Officer the estimated increased or decreased cost for the project being designed if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the design services.

**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. 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. 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 resulting damages. Consultant may retain copies of such documents for their own use. Consultant shall have an unrestricted right to use the concepts embodied in this Agreement. Consultant shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them. In the event Consultant fails to secure such assignment, Consultant shall indemnify City for all resulting damages.

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

A. 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 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 shall limit City's right to terminate this Agreement without cause under Section 3.5.

B. 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 8.3A, take over the work and prosecute the same to completion by contract or otherwise. 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). The 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 in this Agreement.

**8.4 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.

**8.5 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.

**8.6 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, remedy or 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.

**8.7 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. These include but are 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 direct or indirect financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects their 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 Consultant 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.** 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:

A. 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 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 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. Consultant shall not be obligated to indemnify City under any settlement that is made without Consultant's consent, which shall not be unreasonably withheld. 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 Notice.** Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person shall be in writing. All notices 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. All notices 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, and 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: DMC Design Group, Inc.  
Attention: David M. Cospers, PE  
140 North Maple Street, Suite 104  
Corona, CA 92880  
Telephone: (951) 549-8100 ext 706  
Facsimile: (951) 549-8102

**10.3 Integrated 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 in this Agreement.

**10.4 Amendment.** No amendments or other modifications of this Agreement shall be binding unless through written agreement by all Parties.

**10.5 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. 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.

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

**10.7 Third Party Beneficiary.** Except as may be expressly provided for in this Agreement, 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 in this Agreement.

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

**10.9. 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 Parties have executed this Agreement as of the dates stated below.

**"CITY"**  
**City of Palm Springs**

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

By: \_\_\_\_\_  
David H. Ready  
City Manager

**APPROVED AS TO FORM:**

**ATTEST**

By: \_\_\_\_\_  
Douglas C. Holland,  
City Attorney

By: \_\_\_\_\_  
James Thompson,  
City Clerk

**APPROVED BY CITY COUNCIL:**

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

**CONSULTANT**

Name: DMC Design Group, Inc.

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: 140 North Maple Street, Suite 104  
Corona, CA 92880

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: \_\_\_\_\_

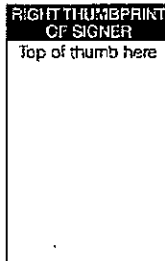
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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: \_\_\_\_\_



## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

**General Scope:** Evaluate the construction of certain street and storm drainage improvements in Hermosa Drive, and certain improvements at the southeast corner of Tahquitz Canyon Way and Hermosa Drive, pursuant to CEQA and NEPA, and obtain CEQA/NEPA approvals. Prepare plans, specifications and estimate (PS&E) for construction of certain street and storm drainage improvements in Hermosa Drive, and certain improvements at the southeast corner of Tahquitz Canyon Way and Hermosa Drive. Provide turn-key construction inspection and administration of the project (optional, to be added as an additional scope of work at the discretion of the City).

#### **Work Plan**

The project will be completed in the following four (4) phases:

- Phase 1 – Environmental Approval and Project Development
- Phase 2 – Engineering Design (Plans, Specifications and Estimates)
- Phase 3 – Right-of-Way Services
- Phase 4 – Construction Administration (Optional – to be added at the discretion of the City)

#### ***Phase 1 – Environmental Approval and Project Development***

**Task 1.1 Project Research** – Consultant shall research all available City, utility company and other agency and developer records, as necessary, to secure all relevant information required to identify, locate and accurately lay out all improvements, utilities and easements, centerlines, right-of-way limits and private property lines.

**Task 1.2 Initial Site Visit** – Existing conditions and supporting improvements, such as pavement surface areas, curb, gutter, sidewalks and driveways, access ramps, fences, structures and existing landscaping/irrigation system improvements will be inventoried within the project limits. Pictures/videos will be taken of the entire project area to confirm existing conditions.

**Task 1.3 Project Scope of Work Compliance** – Consultant shall meet with the appropriate Agua Caliente Cultural Museum, City of Palm Springs and Caltrans Local Programs officials to define and achieve approval of the programming requirements for the federal-aid funds obligated to this project and to coordinate programming changes to ensure the final agreed scope of work for the project is eligible under associated federal guidelines.

**Task 1.4 Topographic Survey** – Consultant shall coordinate with the City to obtain known survey data for this site. Consultant shall complete an accurate topographic survey of the project site, including the horizontal and vertical control of all existing culture, overhead and underground utilities, curb, gutters, ramps, medians and driveways. Consultant shall establish one (1) temporary bench mark for use during construction.

## EXHIBIT "A" SCOPE OF SERVICES

**Task 1.5 Base Map Development** – Utilizing research documents and field survey data, Consultant shall develop a project area base map of the intersection at a scale of 1" = 20' (max.), accurately showing the vertical and horizontal locations (where possible) of all existing right-of-way lines, property lines, site culture, utilities and other potential obstruction of the project site.

**Task 1.6 Initial Utility Coordination** – Consultant shall identify and officially notify all affected utility companies providing services within the limits of the project intersections and request copies of utility maps, plans, and records of existing facilities. Field reviews will be conducted to locate and verify all surface evidence of existing sub-surface and overhead installations within the limits of this project. All utility information obtained from its research effort and field reviews will be plotted on the Base Map. Consultant shall initiate the development of a Utility Log of all future correspondence with the affected utilities.

**Task 1.7 Environmental Clearance Support Services** – Consultant shall complete the following environmental clearance activities necessary to obtain a Negative or Mitigated Negative Declaration environmental clearance for the project through Caltrans Local Assistance:

**Project Initiation** – Prepare a detailed project description, including identification of the project footprint and timing of construction, and an Area of Potential Effects (APE) Map for potential environmental impacts that will accompany the PES. Consultant shall coordinate with Caltrans as necessary the review and approval of the APE Map.

**Preliminary Environmental Study** – Coordinate, attend and facilitate a field review meeting with Caltrans and conduct preliminary research to complete a Preliminary Environmental Studies (PES) Form consistent with the Caltrans' Local Assistance Procedures Manual. Consultant shall coordinate with Caltrans as necessary the review and approval of the PES Form.

**Technical Studies** – Prepare the following technical reports:

- **Air Quality Report** – The federal Clean Air Act (CAA) establishes federal air quality standards, known as national ambient air quality standards (NAAQS), and specifies future dates for achieving compliance. The CAA mandates that the state submit and implement a State Implementation Plan (SIP) for areas not meeting these standards (nonattainment areas). The primary air quality issue surrounding the proposed road and drainage improvement activities from the Baristo Channel to Arenas Road would be the consistency of these improvements with both the 2007 Air Quality Management Plan (for ozone attainment) and Coachella Valley PM<sub>10</sub> State Implementation Plan. For example, 40 CFR Part 51 and Part 93 (Final Rule effective November 24, 1993) requires that federally supported activities must conform to the SIP, whose purpose is that of attaining and maintaining the NAAQS. Due to the nature of the proposed project, it is not anticipated that the limited road and drainage improvement activities would result in inconsistencies with

## EXHIBIT "A" SCOPE OF SERVICES

the SIP. In order to demonstrate conformity, the report will show that the project will not result in any new violations of the NAAQS, will not impede or delay attainment of ozone and particulate matter standards, for which the Palm Springs region is designated nonattainment, and will not increase the severity or frequency of existing NAAQS violations in the area. The evaluation to determine this includes an analysis of consistency with the 2007 Air Quality Management Plan and Coachella Valley PM<sub>10</sub> State Implementation Plan population and employment growth projections, avoidance and minimization measures to address project impacts, and incorporation of 2007 Air Quality Management Plan and Coachella Valley PM<sub>10</sub> State Implementation Plan land use planning strategies. The project will require interagency consultation with Coachella Valley Association of Governments for PM<sub>10</sub>

*(Deliverables: Air Quality Conformity Memorandum).*

- Cultural Resource Analysis – It is anticipated that the project would require a preparation of an HPSR/ASR under the provisions of Section 106 of the National Historic Preservation Act, including the following activities:
  - Contact Caltrans/Agua Caliente offices to discuss any concerns and to review any records or documents that they may have regarding cultural resources within or near the APE; communications would be maintained throughout the term of the study;
  - Conduct an archaeological/historical records search at the Eastern Information Center, located on the campus of the University of California, Riverside and request a records search from the Agua Caliente Register;
  - Conduct general historical background research using archival materials and early maps to ascertain the history of land use and development trends within and near the APE;
  - Request a sacred lands record search from the Native American Heritage Commission and contact local Native American representatives regarding Native American resources in and around the project area, including follow-up phone calls, as required by Caltrans and the Section 106 process;
  - Complete a geomorphologic literature and map search to determine the prehistoric/historic landscapes and possible human use of those landscapes and thus assess the potential for buried cultural deposits to be present within the Area of Potential Effects (APE) as required by the Section 106 process;
  - Conduct site-specific historical studies, including archival and ethnographic research, interviews, and consultations with local historical societies and people with knowledge of local history and the history of the APE, to determine past land uses; to learn about former owners and to explore historical associations; and to assess the likelihood and integrity of any possible subsurface deposits;

## EXHIBIT "A" SCOPE OF SERVICES

- Conduct an intensive-level field survey of the APE following standard professional archaeological procedures, which would include, among other standard procedures, transects spaced 15 m or less apart, detailed note taking, and overview photographs;
- Prepare a draft Historic Properties Survey Report, with the associated Archaeological Survey Report, to document the findings of the procedures outlined above, identify known and potential historic properties within or adjacent to the APE, evaluate their integrity and historical significance under criteria for the National Register of Historic Places (to the extent possible), and recommend subsequent courses of actions regarding such resources, if necessary;
- Respond to comments, incorporate feasible changes, and produce the required final reports.
- Prepare the necessary APE map and for use in the ASR.

*(Deliverables: One (1) electronic copy and (1) hard copy of the APE Map, Historical Properties Survey Report, and Archaeological Survey Report).*

- Biological Resources Analysis – It is anticipated that a Natural Environmental Study (NES) will be the appropriate document to prepare for Caltrans District 8. In preparing the NES, the following activities are anticipated:
  - Preliminary office investigations will include various biological database searches, including a search of the California Natural Diversity Database (CNDDDB), the California Native Plant Society's Electronic Inventory, and the California Wildlife Habitat Relationships database;
  - A formal list of special-status species with potential to occur in the area will be requested from the U.S. Fish and Wildlife Service (USFWS) to develop a comprehensive list of special-status species to be evaluated in the NES-MI;
  - Biologists will consult with regulatory agencies and recognized experts with the California Department of Fish and Game (CDFG) and the USFWS, as appropriate, during preparation of the NES;
  - Biologists will identify the location, composition and extent of sensitive plant communities (such as wetland vegetation), the areas that may support noxious weeds, and the significant wildlife habitats shown within the Area of Potential Effects (APE). This subtask includes one comprehensive site assessment to sufficiently characterize the special-status plant and animal species that have the potential to occur within the APE, to map all vegetation communities present, and to assess these vegetation communities, and the habitats contained therein, for the potential to support special-status plant and animal species. During the site assessment, Consultant shall identify all potential jurisdictional waters of the U.S. that could be impacted by the proposed projects and determine whether a Wetland Delineation Report is warranted. Consultant shall also identify migratory bird nesting habitat, including ground-nesting birds within the APE;

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**SCOPE OF SERVICES**

- The habitat assessment described above will determine if protocol-level surveys are warranted;
- If necessary, appropriate reduction measures for inclusion in the NES will be prepared. These strategies may include recommended best management practices (BMPs), construction timing, or limiting ground disturbance in specific areas;
- The results of the research and field surveys in the NES, according to Caltrans guidelines. Locations of significant biological resources, including observations of special-status species and critical habitat will be identified on an appropriate base map will summarized into a final NES report. The effects of the proposed project on biological resources will be determined, with mitigation options, if necessary, briefly described under this task

*(Deliverables: NES Report).*

- Preliminary Hazardous Materials Analysis – A preliminary hazardous materials investigations for the project site will be performed, including the following activities:
  - A review of the existing environmental documents provided;
  - A review of publicly available and practically reviewable standard local, state or tribal and federal environmental record sources;
  - A review of publicly available and practically reviewable standard historical sources, including aerial photographs and topographic maps;
  - A reconnaissance of the study area and observation of adjoining properties;
  - Interviews with persons knowledgeable about land uses within the proposed alignment;
  - Preparation of a report summarizing findings, opinions and conclusions

*(Deliverables: Preliminary Hazardous Materials Report).*

- Draft/Final Initial Study Assessment (ISA) – It is anticipated that upon completion of these activities, a Caltrans Initial Site Assessment (ISA) checklist will be completed, summarizing potential environmental concerns within the project study area. Consultant shall review the Draft ISA report and submit it to Caltrans for review. The Draft ISA will be revised as necessary based upon Caltrans' comments to produce a Final ISA.

*(Deliverables: Review of the Draft and Final Phase I Initial Site Assessment).*

## EXHIBIT "A" SCOPE OF SERVICES

**Administrative Draft IS/MND** – Upon completion of the technical analysis, Consultant shall prepare an Administrative Draft Initial Study/Mitigated Negative Declaration (Admin Draft IS/MND) in conformance with CEQA Guidelines. The Admin Draft IS/MND will contain all required components of an IS/MND and will address on-site and off-site impacts of the project, although the technical analysis will be focused as described above. The Admin Draft IS/MND will be delivered to the City for review and comment prior to public release of the Draft IS/MND. The major sections and areas of concern to be addressed are outlined below.

- **Introduction** – This brief introductory section will discuss the legal authority for preparing the IS/MND under CEQA and the City's environmental review requirements. This section will also include a brief overview of the project history and local context, and will describe the public participation process and scoping process as appropriate.
- **Project Description** – The project description will describe all aspects of project design, construction and operation as required by CEQA. The project description will include text, graphics, and tables, as appropriate. The Consultant shall also write the purpose and need for the proposed project.
- **Initial Study Checklist** – This is the main chapter of the IS/MND, and will include separate sections for each environmental resource topic area, which incorporates information from the technical studies. This chapter will be formatted so that the impact statements and corresponding mitigation measures will stand out from the text for clarity and easy reference. Consultant shall write all of the required sections of the IS/MND identified in the Initial Study Checklist. Findings will be made as to the level of significance of each impact after mitigation. The topic areas examined in the Initial Study Checklist include:
  - *Aesthetics*
  - *Biological Resources*
  - *Hazards & Hazardous Materials*
  - *Mineral Resources*
  - *Public Services*
  - *Utilities and Service Systems*
  - *Agricultural Resources*
  - *Cultural Resources*
  - *Hydrology and Water Quality*
  - *Noise*
  - *Recreation*
  - *Mandatory Findings of Significance*
  - *Air Quality*
  - *Geology and Soils*
  - *Land Use/Planning*
  - *Population and Housing*
  - *Transportation and Traffic*

**Deliverables:** One (1) hard copy and one (1) electronic copy of Administrative Draft IS/MND for review by the City; three (3) hard copies for review by Caltrans.

**Draft IS/MND** – After the Admin Draft IS/MND is reviewed by the City, Consultant shall prepare the Draft MND for the 30-day public review period. Consultant shall coordinate with City staff to ensure that the sections are formatted for ease of use. Consultant shall circulate the Draft IS/MND and post the Notice of Intent and the Notice of Completion.

## EXHIBIT "A" SCOPE OF SERVICES

### *Deliverables:*

- *NOI: One (1) hard copy of the Notice of Intent posted with the Riverside County Clerk-Recorder. One (1) electronic copy of the NOI with receipt stamp from the Riverside County Clerk-Recorder will be provided to the City for their records.*
- *NOC: One (1) hard copy of the Notice of Completion posted with the State Clearinghouse. One (1) electronic copy of the NOC with receipt stamp from the State Clearinghouse will be provided to the City for their records.*
- *Draft IS/MND: Twenty (20) electronic copies on compact disc (CD) and 20 hard copies of the Draft IS/MND (five [5] electronic copies and five [5] hard copies for the City of Palm Springs, and 15 electronic and 15 hard copies for the State Clearinghouse).*

**Final IS/MND** – At the conclusion of the 30-day public review period, Consultant shall review the comment letters received on the Draft IS/MND and coordinate with City staff to discuss the responses. Assuming a maximum of 10 comment letters from individuals and agencies, Consultant shall then prepare draft responses to comments. Additionally, Consultant shall prepare a Mitigation Monitoring and Reporting Program to be included in the Final IS/MND. Upon completion, an electronic copy of the Administrative Final IS/MND, including the MMRP, will be submitted to the City for review. Based on the comments received from staff, final revisions to the document will be made and Consultant shall produce the Final IS/MND. After the adoption of the IS/MND, Consultant shall file the Notice of Determination (NOD) with the State Clearinghouse and the Riverside County Clerk-Recorder. The filing fee for the County Recorder to file the NOD for the IS/MND shall be paid by the Consultant.

*Deliverables: Fifteen (15) hard copies and one (1) electronic copy of the Final IS/MND for the City of Palm Springs, one [1] hard copy of the NOD for the State Clearinghouse, and one hard copy of the NOD for the Riverside County Clerk-Recorder).*

**Categorical Exclusion** – Upon completion of the technical analysis and approval by Caltrans, if the determination that the project would have no significant impacts on the environment is supported, Consultant shall coordinate with Caltrans for the completion and signature of a Categorical Exclusion form, which will serve as the NEPA documentation for the project.

*(Deliverables: One (1) PDF copy of the signed Categorical Exclusion form to Public Works)*

### **Phase 2 – Engineering Design (Plans, Specifications and Estimates)**

**Task 2.1 Utility Coordination** – Consultant shall continue to coordinate with the affected utilities companies by completing the following activities:

- Maintain the Utility Log of all correspondence with utilities;
- Identify potential conflicts;
- As potential conflicts are identified throughout the design phase, coordinate with the affected utility agencies until the conflict is resolved;

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- Provide notification letters with copies of the plans will be sent, via return certified receipt, to the affected utility agencies at the 80% complete, 100% complete and final stages.

**Task 2.2 Utility Potholing** – Once specific conflicts have been identified, Consultant shall prepare a Utility Pothole plan that locates where utility potholes are to be completed. The Utility Pothole plan will be reviewed with the City for approval prior to starting any utility potholing activities. Once an approved Utility Pothole plan has been completed, Consultant shall coordinate with Saf-r-Dig to complete the utility potholes identified on the Utility Pothole plan. Consultant shall follow-up the utility pothole activities with a survey of the utility potholes to vertically and horizontally locate each of the potholed utility. This information will be shown on the final plans and will be used to design the final storm drain alignment. Affected utilities will be provided the final Utility Pothole plans for use in relocating their affected utility. This scope of work includes ten (10) utility potholes. Additional potholes will be completed for an additional fee of \$750 per pothole, at the option of the City pursuant to an amendment to this agreement.

**Task 2.3 Geotechnical Investigation** – Consultant shall coordinate with Diaz Yourman and Associates (DYA) to complete up to six (6) borings approximately six (6) feet deep along the proposed alignment of Storm Drain Line 9. The material taken from the borings will be lab evaluated to determine the Sand Equivalence of the material. This information will be submitted to Riverside County Flood Control & Water Conservation District (RCFC) for review and approval as possible backfill material for Storm Drain Line 9 improvements.

**Task 2.4 Water Surface Profile Gradient (WSPG) Study** – Utilizing Civil Design software, Consultant shall develop a WSPG model of the storm drain system to confirm that the hydraulic grade lines does not fall above the existing roadway surface and catch basin inlet elevations. This information will be prepared in final report format and submitted for review to the City and RCFC with the PS&E documents. The WSPG will be adjusted, as necessary, to match the storm drain system vertical and horizontal alignments until the alignment is approved by RCFC.

**Task 2.5 Plans, Specifications and Estimates (PS&E's)** – Consultant shall prepare clear, concise and accurate PS&E's of the proposed roadway and storm drain improvements. In general, the PS&E's will conform to the City of Palm Spring's standards and practices.

**Task 2.5.1 Plans** – Consultant shall design and prepare construction plans that will be required for the proposed roadway, storm drain improvement, and on-site Agua Caliente Cultural Museum parking lot and drainage improvements. Consultant shall prepare the following plan sheets:



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<u>Description</u>	<u>No. of Sheets</u>
▪ Title Sheet	1
▪ General Note Sheet	1
▪ Detail Sheets	2
▪ Roadway Improvement Plan and Profile Sheets	2
▪ Storm Drain Plan and Profile Sheets	4
▪ On-Site Parking Lot/Drainage Plan	1
▪ Striping and Signing Plan Sheet	1
<b>Total Sheets</b>	<b>12</b>

Plans will be submitted to the City and affected utilities for review at the 80% complete, 100% complete stage and final screen check stage. Consultant shall submit four (4) sets of blueprints with each submittal, along with the previous red-lined check prints. Comments received from the City will be incorporated into the plans. Final plans will be submitted to the City on Mylar, wet stamped by the Project Engineer.

Task 2.5.2 Technical Specifications – Consultant shall prepare the following documents for this project:

- Detailed Project Description
- Bid Schedule
- Bid Item Descriptions
- Payment Methods
- Special Provisions
- Technical Specifications

The documents will be prepared in Microsoft Word in Green Book format and submitted to the City for review at the 80% complete, 100% complete stage and final screen check stage.

2.5.3 Estimates – Consultant shall prepare a comprehensive list of bid items, their quantities and unit costs, and the probable cost of construction that will be submitted to the City for review. The final construction cost estimate shall be based upon and in agreement with the final estimated quantities shown on the bid sheet. The estimates will be prepared in Excel format and submitted to the City for review at the 100% complete stage and final screen check stage.

**Task 2.6 Additional Site Visit (2)** – Consultant shall complete the following site visits during this phase of this project:

## EXHIBIT "A" SCOPE OF SERVICES

- *First Site Visit* – The first site visit will be conducted prior to the submittal of the 80% complete PS&E's to the City. The purpose of the site visit is to check field conditions with information shown on the plans.
- *Second Site Visit* – The second site visit will be complete prior to submittal of the 100% complete PS&E's. The purpose of the second site visit is to conduct a constructability review and to confirm that all issues have been addressed in the plans.

**Task 2.7 Local Assistance Support Services** – Consultant shall provide the necessary support services to the City required to receive an Authorization to Proceed (E-76) prior to advertisement, including, but not limited to, the following activities:

- Conduct Field Review (if necessary), prepare Field Review Form and submit to State;
- Prepare PS&E Certification Checklist/Form;
- Prepare and submit to State for approval Right-of-Way/Utility Clearance Certifications;
- Prepare and submit to State Local Agency Construction Administration Certification (must receive an Authorization to Proceed (E-76) form from the State prior to project advertisement.).

Upon award of contract, Consultant shall prepare a Detailed Estimated, Finance Letter (on City Letter Head), Award Checklist and Report of DBE Awards for submittal to the City and State.

**Task 2.8 RCFC Coordination** – Consultant shall coordinate, as necessary, with Riverside County Flood Control District and Water Conservation District, to obtain the approval of the design and construction documents for the proposed Storm Drain Line 9 improvements, including preparation of plans to be submitted to the RCFC for review and approval on RCFC title block. Separate mylar of the proposed Storm Drain Line 9 improvements will be submitted to the RCFC for signature upon approval of the plans by RCFC and the City of Palm Springs.

**Task 2.9 Bid Support** – Consultant shall assist the City during the bidding process by addressing questions regarding the plans and specifications with written responses (when required), the preparation and issuance of Project addendums, attendance at the pre-bid meeting to address questions by bidders, and attendance at the City Council meeting to award the contract to address questions by Council Members.

**Task 2.10 Construction Support** – Consultant shall assist the City during construction phase by providing the following services:

- Consultant shall assist the City during the construction phase by addressing questions regarding the plans and specifications through written responses to RFI's and responding to Contractor's request for clarifications.
- Consultant shall prepare record drawings for the City and RCFC for Storm Drain Line 9 improvements based on redlines provided by the Contractor.

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

***Phase 3 – Right-of-Way Services***

**Task 3.1 Acquisition Document** – Consultant shall prepare a complete set of acquisition documents (legal description/ plat map) for proposed right of way acquisition/temporary construction easement.

**Task 3.2 Right-of-Way Coordination** – Consultant shall coordinate with Caltrans, the BIA and the Tribe on all right-of-way issues pertaining to this project, including the acquisition of necessary right-of-way required to complete the project.

***Phase 4 – Construction Administration (Optional)*** – This task may be added at the discretion of the City, pursuant to an amendment to this Agreement.

**END OF EXHIBIT "A"**

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**

Add the following to Section 2.0, Compensation:

Section 2.5, Cost Principles. The Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., are the governing factors regarding allowable elements of cost. The administrative requirements set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, is hereby included by reference. The provisions of this section shall apply to all subcontracts in excess of \$25,000.

Add the following to Section 2.0, Compensation:

Section 2.6, General Compliance with Laws and Wage Rates. Consultant warrants that its cost proposal, approved by City and identified on the Schedule of Compensation as set forth in Exhibit "E", complies with all federal, state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

Add the following to Section 4.0, Coordination of Work:

Section 4.5, Subcontracts. Any subcontracts or contractual arrangements ("subcontracts") between the Consultants and other parties ("subcontractors") entered into in the performance of this Agreement to which the City is not named shall include all applicable provisions of this Agreement and the Consultant shall require that its subcontractors thereby comply with all such applicable provisions.

Section 7.5, Audit and Inspection of Records, the following sentence shall be added at the end of the paragraph:

Consultant's records shall be available for inspection by City, the state of California Department of Transportation, and the Federal Highway Administration, or their duly authorized representatives. This section shall also apply to all subcontracts in excess of \$25,000.

Add the following to Section 10.0, Miscellaneous Provisions:

Section 10.9, Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or at its discretion; to deduct from

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the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Add the following to Section 10.0, Miscellaneous Provisions:

Section 10.10, Patent Rights. This agreement includes herein by reference applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions.

Add the following to Section 10.0, Miscellaneous Provisions:

Section 10.11, Endorsement. The responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

Add the Following to Section 10.0, Miscellaneous Provisions:

Section 10.12, Disadvantaged Business Enterprise (DBE) Requirements.

The City has established an Underutilized DBE goal for this Agreement of **1.25%**.

**1. TERMS AS USED IN THIS DOCUMENT**

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Underutilized Disadvantaged Business Enterprise" or "UDBE." DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.
- The term "Department" means the "California Department of Transportation" or "Caltrans"

**2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the

## **EXHIBIT "B"**

### **SPECIAL REQUIREMENTS**

subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

#### **3. SUBMISSION OF UDBE AND DBE INFORMATION**

A "Local Agency Proposer UDBE Commitment (Consultant Contract)" (Exhibit 10-O1) form is included with required contract forms in Exhibit "G". The Consultant warrants that it has either met the UDBE goal, or has demonstrated good faith efforts to meet the goal established for the contract. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported. Consultant shall submit a completed Exhibit 10-O1 form to City prior to commencing work.

A "Local Agency Proposer DBE Information (Consultant Contract)" (Exhibit 10-O2) form is included with required contract forms in Exhibit "G". The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka).

#### **4. DBE PARTICIPATION GENERAL INFORMATION**

It is the Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE firm not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The firm is a UDBE and will meet the goal by performing work with its own forces.
  - 2. The firm will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
  - 3. The firm, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the

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capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The firm shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A firm acting as the prime consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

**5. RESOURCES**

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Firms may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
  - Click on the link in the left menu titled Disadvantaged Business Enterprise
  - Click on Search for a DBE Firm link
  - Click on Access to the DBE Query Form located on the first line in the center of the page
  - Searches can be performed by one or more criteria
  - Follow instructions on the screen
- C. How to Obtain a List of Certified DBEs without Internet Access
- D. DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>

**6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:**

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or

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equipment required under the Agreement and of the general character described by the specifications.

- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

**7. STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION**

**1. Subcontractors**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the City and any subcontractors, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Consultant.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Consultant shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.
- D. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

**2. Disadvantaged Business Enterprise (DBE) Participation**

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Firms who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has an underutilized DBE (UDBE) goal, the Consultant must meet the UDBE goal by committing UDBE participation or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another UDBE subconsultant, if the goal is not otherwise met. A UDBE



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is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

**3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers**

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

**4. Prompt Payment of Funds Withheld to Subcontractors**

- A. No retainage will be held by the City from progress payments due the prime Consultant. Any retainage held by the prime Consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the City's prior written approval. Any violation of this provision shall subject

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**

the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

**5. DBE Records**

- A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.
- C. Prior to the fifteenth of each month, the Consultant shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Consultant shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.

**6. DBE Certification and Decertification Status**

If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**

shall notify the Consultant in writing with the date of certification. Any changes should be reported to the City's Contract Manager within 30 days

Materials or supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**END OF EXHIBIT "B"**

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

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

**CITY OF PALM SPRINGS, CA  
NOTICE INVITING PROPOSALS FOR RFP #05-11  
AGUA CALIENTE CULTURAL MUSEUM ROAD AND DRAINAGE IMPROVEMENTS  
CITY PROJECT NO. 09-04  
FEDERAL AID PROJECT NO. PLHDL06-5282 (032) & HPLUL-5282 (033)**

**NOTICE IS HEREBY GIVEN** that the City of Palm Springs is soliciting proposals from qualified firms to provide required professional services (including environmental services) to prepare plans, specifications and estimates ("PS&E"), and turn-key construction inspection and administration services for implementing the Project. The Project generally consists of the construction of certain street and storm drainage improvements in Hermosa Drive.

City Project 09-04 is made possible by Public Lands Highways Discretionary ("PLHD") Program and SAFETEA-LU DEMO funding being coordinated through the California Department of Transportation, Federal Project No. PLHDL06-5282 (032) & HPLUL-5282 (033).

**PROJECT LOCATION:** Hermosa Drive, from Tahquitz Canyon Way to Baristo Channel.

**SCOPE OF SERVICES:** The scope of work will consist of the preparation of Environmental Documents and Technical Studies and all other related documents and/or reports to comply with applicable local, state and federal regulations, policies, procedures, manuals and standards necessary to obtain CEQA/NEPA environmental approvals; preparation of Plans, Specifications and Estimates (PS&E) for the Project; and turn-key construction inspection and administration. The Project will be divided into the following three phases:

Phase One: Environmental Approval & Project Development  
Phase Two: Engineering Design (Plans, Specifications and Estimates [PS&E])  
Phase Three: Construction Administration

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:** As this project is funded in part by the U.S. Department of Transportation (DOT), the selected firm's final contract is subject to applicable provisions of the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan as it relates to local agencies. The DBE Program Plan is based on U.S. Department of Transportation (DOT), 49 CFR, Part 26 requirements.

It is the policy of the City of Palm Springs to ensure that DBE's, as defined in 49 CFR, Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

**OBTAINING RFP DOCUMENTS AND ADDENDA:** The RFP document may be downloaded via the internet at [www.palmspringsca.gov](http://www.palmspringsca.gov) (go to Departments, Procurement, Open Bids & Proposals), or by calling the Office of Procurement and Contracting at (760) 322-8373. Upon downloading the RFP via the internet, contact Cheryl Martin, Procurement Specialist I, via email at [Cheryl.Martin@palmspringsca.gov](mailto:Cheryl.Martin@palmspringsca.gov) to register as a firm interested in this project. Failure to register may result in not receiving addenda to the RFP.

**EVALUATION OF PROPOSALS AND AWARD OF CONTRACT:** This solicitation has been developed in the Request for Proposals (RFP) format. Accordingly, firms should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. PRICE IS NOT EVALUATED AS PART OF THE EVALUATION CRITERIA. The City reserves the right to negotiate the terms and conditions of any resulting contract. Final contract award, if any, will be made by the Palm Springs City Council. The selected firm will be required to comply with all insurance and license requirements of the City.

**DEADLINE:** All proposals must be received in the Procurement and Contracting Office, 3200 E. Tahquitz Canyon Way, Palm Springs, CA, 92262 by **3:00 P.M., LOCAL TIME, THURSDAY, OCTOBER 21, 2010**. The receiving time in the Procurement Office will be the governing time for acceptability of Proposals. Telegraphic and telephonic Proposals will not be accepted. Reference the RFP document for additional dates and deadlines. Late proposals will not be accepted and shall be returned unopened.

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Marcus L. Fuller, P.E., P.L.S.  
Assistant Director of Public Works/  
Assistant City Engineer

September 9, 2010



**CITY OF PALM SPRINGS, CA  
REQUEST FOR PROPOSALS (RFP) #05-11  
AGUA CALIENTE CULTURAL MUSEUM ROAD AND DRAINAGE IMPROVEMENTS  
CITY PROJECT NO. 09-04  
FEDERAL AID PROJECT NO. PLHDL06-5282 (032) & HPLUL-5282 (033)**

Requests for Proposals (RFP #05-11), for professional services related to the Agua Caliente Cultural Museum Road and Drainage Improvements (City Project #09-04) 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, OCTOBER 21, 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 environmental and civil engineering design services related to the Agua Caliente Cultural Museum Road and Drainage Improvements (City Project #09-04), Federal Aid Project No. PLHDL06-5282 (032) & HPLUL-5282 (033) (hereinafter the "Project"). The selected firm will be expected to provide required professional services (including environmental services) to prepare plans, specifications and estimates ("PS&E"), and turn-key construction inspection and administration services for implementing the Project.

The Project is made possible by funding through two federal earmark grants awarded specifically to the Agua Caliente Cultural Museum ("ACCM"), a 501(c)(3) not-for-profit organization interpreting the history and culture of the Agua Caliente Band of Cahuilla Indians and other Cahuilla peoples. The ACCM was successful in obtaining Congressional approval of a Public Lands Highways Discretionary ("PLHD") Program earmark to develop and enhance public access to the new Agua Caliente Cultural Museum to be constructed at the southeast corner of Tahquitz Canyon Way and Hermosa Drive (2006 PLHD Earmark #3677, HR 3058, Public Law 109-115). The ACCM was also successful in obtaining Congressional approval of a High Priority Project earmark to develop road and signage improvements to the new Agua Caliente Cultural Museum from the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU"), (2009 SAFETEA-LU HPPP# 3792 (DEMO ID 716), Public Law 109-59).

The ACCM requested the City to act on its behalf to receive the federal aid funds awarded to it by Congress for its use. Pursuant to a Memorandum of Understanding between the ACCM and City, the City will receive the federal aid funds and coordinate the project. All federal aid funds programmed on local agency projects are coordinated through the California Department of Transportation ("Caltrans"), and the selected firm will be expected to provide all necessary coordination with Caltrans required to successfully implement the Project through all phases of work.

The selected firm will be required to demonstrate adequate experience coordinating federally funded projects through Caltrans – District 8 (San Bernardino/Riverside counties), including the time and personnel commitments required to pursue federal environmental approvals with Caltrans District 8 staff. Staff from the selected firm assigned to work on this Project must have relevant experience with Caltrans District 8, including knowledge of and experience with the Caltrans Local Assistance Procedures Manual and other related guidelines.

**SCHEDULE:**

Notice requesting Proposals posted and issued ..... September 9, 2010  
Deadline for receipt of Questions..... Monday, October 11, 2010, 3:00 P.M.  
**Deadline for receipt of Proposals..... Thursday, October 21, 2010, 3:00 P.M.**  
Short List / Interviews/Technical & Cost Proposals ..... to be determined  
Contract awarded by City Council..... to be determined

**2. BACKGROUND:** The Agua Caliente Cultural Museum ("ACCM") has received two federal earmarks related to a new cultural museum to be constructed at the southeast corner of Tahquitz Canyon Way and Hermosa Drive. The ACCM, a 501(c)(3) not-for-profit organization, is unable to directly receive federal aid funds awarded to it by Congress. Federal aid funds distributed to agencies within California are disbursed first to the state's Department of Transportation ("Caltrans"), and subsequently received by the sub-recipient for use as specifically intended. Typically, the sub-recipient is a state or local agency, however, in this case the ACCM is the sub-recipient and is prevented from receiving the federal aid funds directly from Caltrans. Pursuant to a Memorandum of Understanding ("MOU"), the ACCM and City have agreed to allow the City to act on its behalf as the sub-recipient of its federal aid funds, and to coordinate the federal aid project to benefit the new cultural museum.

One federal earmark (2006 PLHD Earmark #3677, HR 3058, Public Law 109-115), was originally proposed for "Planning and Engineering of roadway, interpretive signage, drainage, vehicular parking areas, and appurtenant structures and facilities." As indicated in the FY 2005 PLHD Program project application submitted by the ACCM, the Project Purpose and Benefits are: "This project will develop and enhance public access to the new Agua Caliente Cultural Museum (ACCM). A native cultures museum focused on interpreting the history and culture of the Agua Caliente Band of Cahuilla Indians and other Cahuilla and Native peoples, the ACCM will be a place of both local and national significance; a place to teach new generations of the rich cultural history of the region. This project will enhance leased Indian land to create a world-class museum, providing economic development and community enhancement for the City of Palm Springs and the surrounding Southern California area. With these funds we will be able to create road improvements, parking and access necessary for the public to enjoy this facility and its programs." The ACCM originally requested \$750,000 in PLHD funds, and was ultimately awarded \$630,791 on July 12, 2006. The City successfully obligated these funds on September 30, 2009.



A second earmark (2009 SAFETEA-LU HPPP# 3792 (DEMO ID 716), Public Law 109-59), was originally proposed for "Road and Signage Improvements, southeast corner of Tahquitz Canyon Way and Hermosa Drive, Agua Caliente Museum, Palm Springs." Congress awarded approximately \$450,000 in DEMO funds to the ACCM. The City successfully obligated these funds on June 15, 2010.

The ACCM has received City approval of its new cultural museum to be constructed at the southeast corner of Tahquitz Canyon Way and Hermosa Drive, however, construction of the new museum has been postponed by the ACCM until full funding for the museum is established. However, non-use of the two federal earmarks would cause the funds to lapse, making them unavailable for the ACCM's use to benefit the future museum. Therefore, in coordination with the ACCM, the City is moving forward to make use of these federal aid funds to benefit the future museum. By formal action by the ACCM Board of Directors, the ACCM has approved the use of these funds for the design and construction of an off-site storm drain system (defined as Palm Springs Line 9 of the Master Plan of Drainage for the Palm Springs Area) extending in Hermosa Drive from the Baristo Channel to Arenas Road, including off-site street improvements in Hermosa Drive, all as necessary to provide flood control protection and a drainage outlet for, and public access to the new museum.

Therefore, in collaboration with the ACCM Board of Directors, the final agreed scope of work for this project is identified as:

- Hermosa Drive Street Improvements (east half, Tahquitz Canyon Way to Arenas Road; full width, Arenas Road to Baristo Road)
- Palm Springs Storm Drain Line 9 Improvements (650± feet of 48" RCP [Q10=85 cfs] – Baristo Channel to Baristo Road; 650± feet of 30" RCP [Q10=45 cfs] – Baristo Road to Arenas Road)
- On-Site Parking Lot and Drainage Improvements (construction of parking lot area [exact scope to be determined during PA&ED Phase], and extension of on-site storm drainage improvements for use by the future museum)

Palm Springs Storm Drain Line 9 is part of the City's Master Plan of Drainage, administered by the Riverside County Flood Control & Water Conservation District ("RCFC"). Plans for Line 9 will require review and approval by RCFC. The portion of the Master Plan of Drainage showing Line 9 is shown on Figure 1.

**Special Note:** The final agreed scope of work as outlined above may not be consistent with the way the two federal earmarks have been programmed and obligated by Caltrans. The selected consultant will be required to provide all assistance and coordination necessary with Caltrans to ensure the federal funds are appropriately reprogrammed consistent with federal regulations in order to use the funds in the best way possible for future use by the museum. The selected consultant will be required to ensure that the ACCM Board's approval of the use of these funds for design and construction of an off-site storm drain system, including street improvements for Hermosa Drive, and related on-site parking lot improvements for the future museum, are coordinated with Caltrans District 8 staff, and programmed appropriately with Caltrans and the Riverside County Transportation Commission in the Federal Transportation Improvement Program. **There have been certain restrictions on the use of both federal earmarks as currently obligated by Caltrans, and the City will require the selected consultant to verify programming requirements for the federal-aid funds, and to coordinate programming changes to ensure the final agreed scope of work for the project is eligible under associated federal guidelines.**

As a federally funded project, the Project requires environmental clearance pursuant to both the California Environmental Quality Act ("CEQA") and the National Environmental Policy Act ("NEPA"). The City is the Lead Agency with regard to CEQA, and the Federal Highway Administration ("FHWA") has delegated its authority for NEPA to Caltrans. The selected firm will be required to provide professional services necessary to obtain CEQA and NEPA approvals. Given the scope of the Project, it is anticipated that the Project will require a Categorical Exclusion ("CE") in accordance with CEQA regulations; and CE in accordance with NEPA regulations. The selected consultant will be required to adequately document findings to support a CEQA CE pursuant to state law, and to support a NEPA CE as required by Caltrans pursuant to federal law.

The ACCM previously developed preliminary plans for an on-site and off-site storm drain system to benefit the new museum, which will be made available to the selected consultant for its use in developing the project. Although preliminary plans were previously developed by the ACCM's own consultant, the City's selected consultant will be required to develop its own preliminary plans and to obtain environmental approvals prior to completing final design of this project.

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

The scope of work will consist of the preparation of Environmental Documents and Technical Studies and all other related documents and/or reports to comply with applicable local, state and federal regulations, policies, procedures, manuals and standards necessary to obtain CEQA/NEPA environmental approvals; preparation of Plans, Specifications and Estimates (PS&E) for the Project; and turn-key construction inspection and administration. The Project will be divided into the following three phases:

- Phase One: Environmental Approval & Project Development (EA&PD)
- Phase Two: Engineering Design (Plans, Specifications and Estimates [PS&E])
- Phase Three: Construction Administration

Please refer to **Attachment 1** for a General Scope of Work for each phase of the Project.

Phase Three services (construction administration) may or may not be included in the final consultant contract recommended for approval by the City Council.

**Note: The City's budget for the EA&PD and PS&E phases of this project is \$100,000.**

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

#### **Disadvantaged Business Enterprise (DBE) Requirements:**

As this project is funded in part by federal funds, the selected firm's final contract is subject to applicable provisions of the Caltrans Disadvantaged Business Enterprise (DBE) Program Plan as it relates to local agencies. The DBE Program Plan is prepared in accordance with U.S. Department of Transportation (DOT), 49 CFR, Part 26 regulations.

Firms replying to this RFP shall review the Notice to Proposers – Disadvantaged Business Enterprise Information (Exhibit 10-1), included as **Attachment 2** to this RFP. Additionally, firms should review the Caltrans Local Assistance Procedures Manual ("LAPM"), Chapter 10 "Consultant Selection", to be aware of the Caltrans regulations and requirements if being selected for the Project. The City will be utilizing the "One Step RFP" process as identified in

the Chapter 10 of the LAPM, which is available on the Caltrans website at: [http://www.dot.ca.gov/hq/LocalPrograms/lam/prog\\_p/p10consult.pdf](http://www.dot.ca.gov/hq/LocalPrograms/lam/prog_p/p10consult.pdf).

It is the policy of the City of Palm Springs to ensure that DBE's, as defined in 49 CFR, Part 26, have an equal opportunity to receive and participate in federal-aid contracts. It is also the City's policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- To create a level playing field on which DBE's can compete fairly for DOT-assisted contracts.
- To ensure that the City's annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.
- To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBE's.
- To help remove barriers to the participation of DBE's in DOT-assisted contracts.
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

DBE's and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). Firms submitting a proposal in reply to this RFP should 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 should take all necessary and reasonable steps for this assurance. Firms shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of its subcontracts.

Firms are encouraged to use services offered by financial institutions owned and controlled by DBE's.

The City of Palm Springs has established an Annual Anticipated DBE Participation Level (AADPL), which is the level of participation that the City would expect DBEs to achieve in the absence of discrimination and the effects of past discrimination on federal-aid contracts awarded by the City in a given Federal Fiscal Year (FFY).

The City of Palm Springs operates under a state-wide DBE Program administered by Caltrans. Effective February 27, 2009, Caltrans implemented the race-conscious component of its DBE program. Federal-aid contracts will contain varying percentages of Underutilized Disadvantaged Business Enterprises (UDBE) participation goals that selected firms will be required to meet or, alternatively, perform a good-faith effort to meet as a condition of award of a contract. Under the race-neutral component of the program, Caltrans will continue to encourage the use of DBEs. Only UDBEs will count toward the contract participation goal.

For Fiscal Year 2009/2010, the City's total DBE participation level is **2.63%**. The race neutral portion is **1.38%** and the race conscious portion (UDBE) is **1.25%**. Therefore, if portions of the work required by the Project are not assigned by sub-contract to DBE or UDBE firms equal to or exceeding the participation levels, the selected firm will be required to demonstrate that appropriate good faith efforts were made.

A "Local Agency Proposer UDBE Commitment (Consultant Contracts)" Exhibit 10-O1 form and a "Local Agency Proposer DBE Information (Consultant Contracts)" Exhibit 10-O2 form will be

included in the Agreement documents to be executed by the successful firm. A copy of these forms is included as part of the City's standard Professional Services Agreement (see Attachment 5). The purpose of these forms is to collect data required under 49 CFR, Part 26. Even if no DBE participation will be reported, the successful firm must execute and return the forms.

Firms replying to this RFP are advised to read more about the Caltrans race-conscious DBE Program by visiting the Caltrans DBE website at: [www.dot.ca.gov/hq/LocalPrograms/DBE\\_CRLC.html](http://www.dot.ca.gov/hq/LocalPrograms/DBE_CRLC.html).

**General Requirements:**

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.

**Important Note:** Firms replying to this RFP must be knowledgeable of the processes and procedures to obtain CEQA/NEPA environmental approvals through Caltrans District 8. In submitting a Proposal, firms must recognize that project delays are expected to occur, and the selected firm will be expected to remain committed to the successful completion of the Project, despite potential delays related to obtaining NEPA environmental approval of the Project through Caltrans District 8.

**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 federally funded projects, related requirements, and processing projects through Caltrans District 8.

**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 federally funded projects, related requirements, and processing projects through Caltrans District 8.

**Note:** This evaluation criteria requires that the proposal identify specific experience with federally funded projects coordinated through Caltrans District 8. Relevant experience must be demonstrated.

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

Past experience with projects related to the outlined Scope of Work; experience with federally funded projects, related requirements, and processing projects through Caltrans District 8.

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

Thoroughness and reasonableness of the project schedule with emphasis on processing requirements through Caltrans District 8; 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 #05-11, REQUESTS FOR PROPOSALS FOR AGUA CALIENTE CULTURAL MUSEUM ROAD AND DRAINAGE 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.

A.3 Discuss processing federally funded projects coordinated by Caltrans District 8 and generally convey an understanding of why Caltrans District 8 is involved and the partnering role the City and Caltrans have with 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 federally funded projects coordinated by Caltrans District 8. Detailed project information, including dates project started and completed, federal aid project number, local agency contact information, Caltrans Local Assistance staff 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, specifically identifying experience with federally funded projects coordinated by Caltrans District 8 for other public agencies.

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 Caltrans District 8. The schedule should include all phases of the project, including construction administration. 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, OCTOBER 21, 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

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, Monday, October 11, 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 3). Please note that Exhibits A, C, D E, and F are intentionally not complete in the attached document; (Exhibit B is completed and includes all appropriate federal regulations to be included in the Agreement). 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.

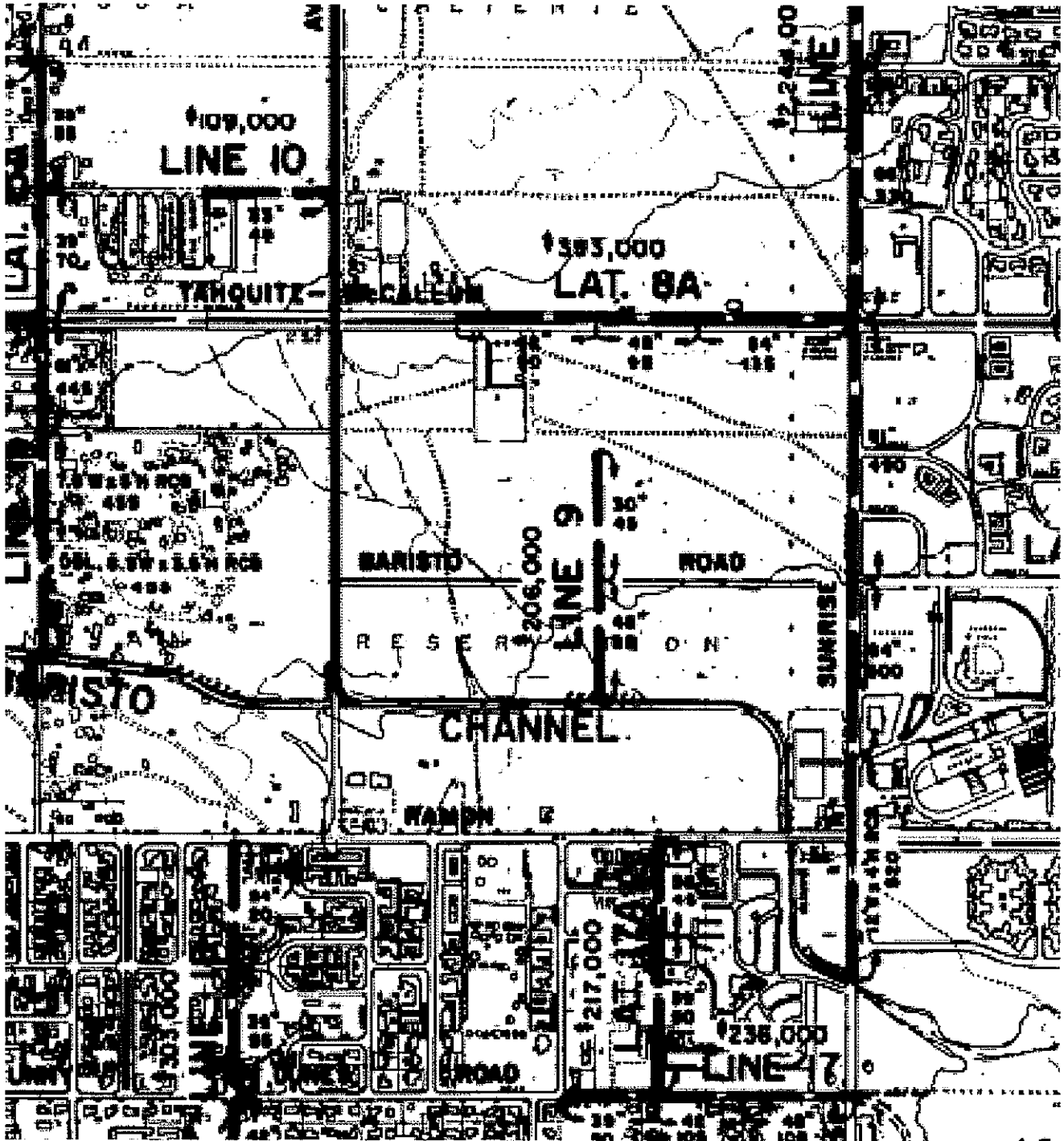
**BUSINESS LICENSE:** The selected firm will be required to be licensed in accordance with the City of Palm Springs Business License Ordinance, Municipal Code Chapter 3.40 through 3.96, entitled "Business Tax".

**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.

Figure 1  
 Palm Springs Storm Drain Line 9  
 Hermosa Drive, Arenas Road to Baristo Channel



RFP #05-11  
 Figure 1

**EXHIBIT "D"**  
**CONSULTANT'S PROPOSAL**

**CONSULTANT'S PROPOSAL FOLLOWS THIS PAGE**



## CITY OF PALM SPRINGS

*PROPOSAL:*

*RFP NO. #05-11 FOR  
AGUA CALIENTE CULTURAL MUSEUM ROAD AND DRAINAGE IMPROVEMENTS  
CITY PROJECT NO. 09-04  
FEDERAL AID PROJECT NO. PLHDL06-5282 (032) & HPLUL-5282 (033)*

*October 21, 2010*

"A total engineered solution"

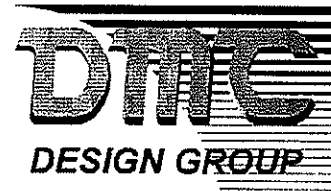
140 N. Maple Street, Suite 104  
Corona, CA 92880

Phone 951-549-8100  
Fax 951-549-8102

Web Site [www.dmcg.com](http://www.dmcg.com)



DMC Design Group, Inc.  
Maple Centre  
140 N. Maple St., Suite 104  
Corona, CA 92880



(951) 549-8100 Fax (951) 549-8102

October 21, 2010

City of Palm Springs  
Division of Procurement and Contracting  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA 92262

**RE Proposal – RFP #05-11 Agua Caliente Cultural Museum Road and Drainage Improvements, City Project No. 09-04, Federal Aid Project No. PLHDL06-5281 (032) & HPLUL-5282 (033)**

ATTN: Craig Gladders, C.P.M., Procurement & Contracting Manager

Dear Mr. Gladders:

DMC Design Group, Inc. has assembled a highly skilled and experienced team of professional engineers, managers, designers, technicians and coordinators capable of providing cost-effective professional engineering and "as-needed" support services required to design and prepare construction documents (plans, specifications and estimates) and construction management services for proposed roadway, storm drain and parking lot improvements to Hermosa Drive (Tahquitz Canyon Way to the Baristo Channel) in the City of Palm Springs.

In the execution of our assignments, DMC embraces the following principals of value engineering:

- *Assign a Project Manager and technical support staff that possess superior qualifications directly relevant to the project;*
- *Maintain continuity of our Project Team throughout the life of a project;*
- *Develop strict project specific quality control measures and enforce those measures throughout the life of the project;*
- *Communicate effectively at all levels within our organization, with the City's Project Team and with outside reviewing/permitting agencies;*
- *Coordinate design disciplines, calculations and analysis;*
- *Conduct thorough site investigations to verify all field conditions;*
- *Implement a management approach that ensures the project is completed on schedule and within budget.*

By embracing these principals to projects over the last ten (10) years, DMC has completed designs and prepared PS&E's for over \$100,000,000 in public improvements for agencies in southern California with less than 1% in contract change order costs.

**David M. Cospers, P.E.** will be assigned the Project Manager and Construction Manager responsibilities for this project. He is currently the Principal Engineer for DMC, with *over twenty-seven (27) years of experience* in designing and preparing PS&E's for municipal improvement projects for cities, counties, and special districts throughout southern California. Mr. Cospers has an extensive background as the Project Manager responsible for the design, preparation of construction documents and construction management of roadway, storm drain and parking lot improvements for numerous public agencies, including the cities of Palm Springs, La Quinta, Moreno Valley, Norco, Lake Forest, Chino Hills, Colton, Brawley, Barstow and Calimesa, and the counties of

Riverside, Los Angeles and Orange, with an impressive record of successfully identifying and attaining all project objectives quickly and effectively. Mr. Cospers was the Project Manager for the following roadway/storm drain improvement projects:

- Mesquite Avenue Roadway/Line 21 and 22 Storm Drain Improvements (Palm Springs, CA);
- Los Serranos Infrastructure Improvements (Chino Hills, CA);
- Hamner Avenue Roadway/Line 9-E Storm Drain Improvements (Norco, CA);
- Lake Forest Drive Drainage Improvements (Lake Forest, CA);
- Heacock Street Improvements (Moreno Valley, CA);
- Calimesa Boulevard Corridor Improvements (Calimesa, CA);
- Vista Chino Road/Sunrise Avenue Intersection Improvements (Palm Springs, CA);
- Alessandro Boulevard Street Improvements (Moreno Valley, CA).

Other key members of our Project Team proposed for this project include:

*DMC Design Group, Inc. (Roadway/Storm Drain/Parking Lot Design/PS&E Documents/CM)*

- Joshua D. Cospers, P.E., P.L.S.—Project Engineer (12 years)
- Reza Zolghadr, P.E.—Caltrans Liaison Officer (25 years)
- Frank A. Artiga, P.E., P.L.S.—Survey Manager (15 years)

*PMC World (Environmental Clearance)*

- Danielle Griffith—Environmental Team Leader (10 years)

*Diaz Younman and Associates (DBE Certified Firm – Storm Drain Geotechnical Support)*

- Sonadevan Niranjana, G.E., P.E.—Geotechnical Manager (9 years)

*MA-CM (CM/Inspection Support Services)*

- Rick Aspril—Senior Public Works Inspector

Mr. Cospers will be DMC's contact person for the remainder of the consultant selection process and will be responsible for signing all contract documents between the City and DMC. Mr. Cospers is located at the following address:

DMC Design Group, Inc.  
140 North Maple Street, Suite 104  
Corona, CA 92880

He can be contacted at 951-549-8100 Ext. 706.

We look forward to working with the City of Palm Springs on the design, preparation of PS&E's and construction management of proposed roadway, storm drain and parking lot improvements to the Hermosa Drive (Tahquitz Canyon Way to Baristo Channel) in the City of Palm Springs. Should you have any questions or concerns regarding DMC's qualifications, do not hesitate to contact us.

Sincerely,  
**DMC Design Group, Inc.**

David M. Cospers, P.E.  
Principal Engineer

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City of Palm Springs

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RFP #05-11

*Agua Caliente Cultural Museum Road/Drainage Improvements*  
City Project No. 09-04

Federal Aid Project No. PLHDL06-5282 & HPLUL-5282 (033)

October 21, 2010



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**INTRODUCTION**

Our Project Team has thoroughly reviewed the City of Palm Spring's Request for Proposals #05-11 – Agua Caliente Cultural Museum Road and Drainage Improvements City Project No. 09-04, Federal Aid Project No. PLHDL06-5282 (032) & HPLUL-5283 (033) for professional services required to obtain environmental clearance, design and prepare construction documents (PS&E's), and provide turn-key construction inspection and administrative services for the construction of street and drainage improvements to Hermosa Drive in the City of Palm Springs. DMC Design Group, Inc. (DMC) also thoroughly reviewed Addendum No. 1, issued October 5, 2010, and Addendum No. 2, dated October 11, 2010, and incorporated their requirements and clarifications into this proposal. Members of our Project Team conducted numerous site visits between September 15, 2010 and October 20, 2010. DMC met with the counter staff of Riverside County Flood Control and Water Conservation District to review existing record plans and available hydraulic data of the Baristo Channel. Finally, specific questions regarding the proposed project requirements were directed to Mr. Craig Gladders, C.P.M., Procurement & Contracting Manager for the City of Palm Springs Division of Procurement and Contracting. It is our understanding the City intends to construct the following improvements:

- Roadway Improvements
  - Widen the easterly side of Hermosa Drive from Tahquitz Canyon Way south to Arenas Road (approximately 650 feet);
  - Extend Hermosa Drive from Arenas Road south to Baristo Road (approximately 690 feet).
- Storm Drain Improvements
  - Palm Springs Storm Drain Line from Baristo Road to existing drainage improvements at Baristo Channel (approximately 1,310 feet).
- Site Improvements
  - On-site parking lot for the Agua Caliente Cultural Museum (ACCM), located at the southeasterly quadrant of Tahquitz Canyon Way and Hermosa Drive (exact scope of the parking lot will be determined during the Project Approval and Environmental Document (PA&ED) phase;
  - Extension of on-site storm drainage improvements for use by the ACCM.

**BACKGROUND**

Recently, the ACCM received \$1,080,791 in funding for the ACCM from the following two (2) federal sources:

- **\$630,791 - 2006 Public Lands Highway Discretionary (PLHD) (Earmark # 3677 HR 3058, Public Law 109-115).**
- **\$450,000 - 2009 Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) (HPPP# 3792 – DEMO ID 716, Public Law 109-59)**

The ACCM has been approved by the City of Palm Springs for construction; however, the ACCM has delayed construction of the ACCM until all funding for the ACCM has been acquired. To avoid losing the earmarks outlined above, the City of Palm Springs, in coordination with the ACCM, is moving forward with the design and construction of necessary roadway and drainage improvements to Hermosa Drive, as previously outlined.

The final agreed scope of work, as outlined above, may not be consistent with the way the two (2) federal earmarks have programmed and obligated by Caltrans. It will be necessary to appropriately reprogram these earmarks through Caltrans District 8 and Riverside County Transportation Commission in the Federal Transportation Program, consistent with federal regulations, specifically for the design and construction of off-site storm drain improvements and associated street improvements to Hermosa Drive and related on-site parking and drainage improvements for the future museum.





**CITY OBJECTIVES**

It is understood the City of Palm Springs is seeking a full-service consulting firm capable of completing the following Scope of Services for this project:

- Environmental Documents and Technical Studies – Environmental clearance pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) necessary to achieve a Categorical Exclusion (CE) in accordance with CEQA/NEPA.
- Design/Preparation of Construction Documents – Design/preparation of accurate and cost-effective project plans, specifications and estimates of proposed roadway, storm drain and parking lot improvements consistent with the requirements and standards of the City of Palm Springs, RCFC and the Federal Highway Administration.
- Construction Administration – Turn-key construction management, inspection and testing services required to construct the proposed roadway, storm drain and parking lot improvements in compliance with the approved PS&E's and within the approved timeline/budget for this project.
- Caltrans District 8 Coordination – Coordinate through Caltrans District 8 project documents and procedures required to obtain Environmental Clearance for this project, approval of construction documents and achieve authorization to receive bids for the project to award a contract. It is further understood that the City will require the consultant to verify programming requirements for the federal-aid funds and to coordinate programming changes to ensure the final agreed scope of work for the project and is eligible under the associated guidelines.
- Riverside County Flood Control District Coordination – Palm Springs Storm Drain Line 9 is part of the City's Master Plan of Drainage, administered by the Riverside County Flood Control District and Water Conservation District. Therefore, it is understood the design and construction documents prepared for the Palm Springs Storm Drain Line 9 improvements will need to be submitted to the RCFC for review and approval.

**TECHNICAL ISSUES**

To demonstrate our thorough understanding of the City's requirements for this project and our abilities to complete this project on time, within budget, and to the standards anticipated by the City, DMC and its Project Team have identified a number of technical issues associated with the proposed project that will require special attention by the Project Team during the design phase of this project. The Project Team, with its expert skills, experience and knowledge, will develop viable and cost-effective design solutions for each of these issues.

**Proposed Improvements**

Based upon our field evaluation of the project site and a thorough review of the Request for Proposals, the following improvements to Hermosa Drive and intersecting streets will be required to meet the full objectives of the ACCM and the City of Palm Springs:

Roadway Improvements

*General Roadway Improvements:*

1. Widen the easterly side of Hermosa Drive from Tahquitz Canyon Way south to Arenas Road (approximately 650 feet);
2. Extend Hermosa Drive from Arenas Road south to Baristo Road (approximately 690 feet).



*Additional Recommended Roadway Improvements:*

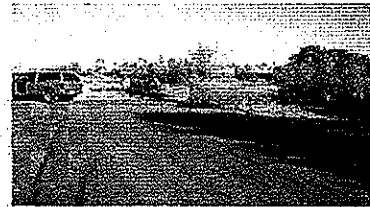
**A. Baristo Road Intersection**

- Remove existing PCC cross gutter on the easterly leg of Baristo Road and Hermosa Drive and install catch basins to the proposed Storm Drain Line 9;
- Remove and replace existing curb ramps on the southeasterly and southwesterly corners of the intersection and replace with ADA-compliant curb ramps;
- Install roadway widening improvements to the northerly side of the westerly leg of Baristo Road, including ADA-compliant curb ramps on the northeasterly and northwesterly corners of the intersection.



**B. Arenas Road Intersection**

- Remove existing PCC cross gutter on the westerly leg of Arenas Road and Hermosa Drive and install catch basins to the proposed Storm Drain Line 9;
- Remove and replace existing curb ramp and spandrel on the northwesterly corner of the intersection;
- Install ADA-compliant curb ramps at the northeasterly, southeasterly and southwesterly corners of the intersection;
- Install the easterly intersection leg of Arenas Road to the BC/EC's of the curb ramps (if Arenas Road is to be extended to the east from Hermosa Street).



**C. Tahquitz Canyon Way Intersection**

- Remove and replace existing PCC cross gutter and spandrels on the southerly leg of the intersection;
- Remove existing handicap access ramps at the southeasterly and southwesterly corners of the intersection and replace with ADA-compliant curb ramps.

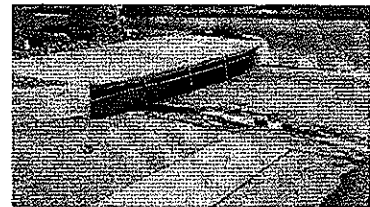


*General Storm Drain Improvements:-*

- A. Install approximately 1,310 feet of RCP storm drain improvements, ranging in size from 48-inch diameter to 30-inch diameter, from Arenas Road south to the Baristo Channel.

*Additional Recommended Storm Drain Improvements:*

- A. Install new catch basins and laterals at the intersection of Arenas Road and Hermosa Drive;
- B. Install new catch basins and laterals at the intersection of Baristo Road and Hermosa Drive;
- C. Install additional in-line catch basins on both sides of Hermosa Drive between Baristo Road and Tiffany Circle;
- D. Remove existing large catch basins on both sides of Hermosa Drive at Tiffany Circle and replace with smaller catch basins, and install new driveway improvements to both sides of Hermosa Drive at Tiffany Circle.



Site Improvements*General Site Improvements*

1. The on-site parking lot for the ACCM, located at the southeasterly quadrant of Tahquitz Canyon Way and Hermosa Drive (exact scope of the parking lot will be determined during the Project Approval and Environmental Document (PA&ED) phase;
2. Extension of on-site storm drainage improvements for use by the ACCM.

*The recommendations outlined above are very preliminary and subject to design and funding limitations. However, it appears that if these improvements are installed, the flow of traffic along Hermosa Drive and its intersecting streets would be greatly enhanced.*

**Vertical Grade**

The vertical grade difference between the AC surface of the intersection of Hermosa Drive/Baristo Road and the ground immediately adjacent to the northerly side of Baristo Road is approximately four (4) feet. The vertical profile of Hermosa Drive between Arenas Road and Baristo Road will require a four (4) foot drop in elevation to match the existing grades of the AC surface at the intersection of Hermosa Drive and Baristo Road. DMC will gather sufficient topographic surveys along this portion of Hermosa Drive to allow the evaluation of several vertical alignment alternatives and to identify potential impacts each alignments may have, such as:

- The location of the cut grades in relation to the chain link fencing approximately twelve (12) feet high along the easterly side of Hermosa Drive;
- The proper location of vertical curves to provide safe travel along Hermosa Drive and the elimination of a "roller coaster" ride on this segment of Hermosa Drive;
- The elimination/reduction of excess cuts or fills, reducing project costs.

DMC effectively used this approach to design the most appropriate vertical alignment for the Heacock Street Improvement Project for the City Moreno Valley and the Hamner Avenue Improvement Project for the City of Norco.

**Vertical/Horizontal Alignment of Storm Drain Line 9**

The vertical and horizontal alignment of Storm Drain Line 9 should be established very early in the storm drain design effort to ensure RCFC's minimum design standards are maintained, including a minimum drain slope of 0.003. Based upon our recent project experience involving RCFC storm drain facilities, this is best achieved by completing the following tasks:

- An initial design coordination meeting with RCFC staff to confirm design requirements, review process and to establish a "go-to person" at RCFC;
- Acquisition of all record information on existing storm drain facilities from RCFC and the City of Palm Springs, specifically the invert elevation of the existing storm drain system at the proposed tie-in point at Tiffany Circle and Hermosa Drive;
- Acquisition and plotting of all accurate utility information of utilities that will be affected by the improvements, including water (Desert Water Agency), sewer (City of Palm Springs) and other dry utilities within the project segment of Storm Drain Line 9. This will require identification of affected utilities and a thorough coordination effort with these utilities to identify, accurately map potential conflicts and notify the affected utilities of potential conflicts. This effort may require a utility pothole effort to confirm actual utility locations at potential conflicts. Once all conflicts have been confirmed, coordinate relocation efforts until all conflicts have been resolved;



- Utilizing design flow rates proposed for Storm Drain 9, develop an accurate Water Surface Profile Gradient (WSPG) model of the storm drain systems that meets RCFC requirements. The model will be used to locate appropriate storm drain transitions and catch basin locations, while maintaining the storm drains hydraulic gradient at acceptable levels to meet minimum RCFC design standards. This information will be submitted to RCFC with plans to support the proposed vertical and horizontal alignment of Storm Drain 9;
- Continuous coordination meetings with RCFC throughout the design and plan preparation stages.

DMC effectively used this approach to design the vertical and horizontal alignment and obtain RCFC approval for the following RCFC facilities

- Storm Drain Line 21 in Palm Springs;
- Storm Drain Line 22 in Palm Springs;
- Line E-3 Extension in Norco.

This approach was effectively used to complete the design and obtain approval from the City of Chino Hills for the Los Serranos Neighborhood Infrastructure Improvement Project for approximately 10,000 linear feet of storm drain improvements.

#### **Caltrans Local Assistance Procedures**

It is understood that certain restrictions are on the use of both federal earmarks for this project, as currently obligated by Caltrans. The City will require the selected consultant to verify programming requirements for the federal-aid funds and to coordinate programming changes to ensure the final agreed scope of work for the project is eligible under associated federal guidelines. To ensure that this effort is completed very early in the EA&PD phase of this project, DMC intends to utilize the experience and skills of Mr. Reza Zolghadr as its Caltrans Liaison Officer to complete this task. Mr. Zolghadr is a licensed Civil Engineer in the State of California and has a Bachelor of Science Degree from Nevada State University, Reno. Since retiring from the City of Corona Public Work Department as a Senior Engineer responsible for most of the City transportation related capital improvement projects, Mr. Zolghadr has been the responsible Project Manager for numerous transportation improvement projects involving federal funding including interchanges, bridges, street widening and rehabilitation, traffic signals, utility relocation, storm drains and water/sewer main improvements.

In addition to confirming the final project scope for this project, Mr. Zolghadr will directly oversee and coordinate DMC's efforts to obtain project environmental clearance, design/construction document approval and obtain any the necessary authorizations from the State, including the following activities:

- Conduct a preliminary investigation and complete the Preliminary Environmental Studies Form (PES);
- Conduct necessary required technical studies and prepare technical reports/NEPA Documents and submit to State for approval;
- Conduct a Field Review (if necessary), prepare Field Review Form and submit to State;
- Prepare PS&E Certification Checklist/Form;
- Prepare and submit to State for approval Right-of-Way/Utility Clearance Certifications;
- Prepare and submit to State Local Agency Construction Administration Certification (must receive an Authorization to Proceed (E-76) form from the State prior to project advertisement.);
- After award of the project, prepare and submit to State for approval a Detailed Estimate, Finance Letter, Award Checklist and Report on DBE Awards. (This is critical as it could slow down reimbursement to the City for construction costs incurred if it is not filled out correctly.)



**WORKPLAN**

Based upon our current understanding of the project, *DMC* anticipates the project will be completed in the following four (4) phases:

- Phase 1 – Environmental Approval and Project Development
- Phase 2 – Engineering Design (Plans, Specifications and Estimates)
- Phase 3 – Right-of-Way Services
- Phase 4 – Construction Administration (Optional)

**Phase 1 – Environmental Approval and Project Development**

**Task 1.01 Project Research** – *DMC* will research all available City, utility company and other agency and developer records, as necessary, to secure all relevant information required to identify, locate and accurately lay out all improvements, utilities and easements, centerlines, right-of-way limits and private property lines.

**Task 1.02 Initial Site Visit** – Existing conditions and supporting improvements, such as pavement surface areas, curb, gutter, sidewalks and driveways, access ramps, fences, structures and existing landscaping/irrigation system improvements will be inventoried within the project limits. Pictures/videos will be taken of the entire project area to confirm existing conditions.

**Task 1.03 Project Scope of Work Compliance** – *DMC* will meet with the appropriate ACCM, City of Palm Springs and Caltrans Local Programs officials to define and achieve approval of the programming requirements for the federal-aid funds obligated to this project and to coordinate programming changes to ensure the final agreed scope of work for the project is eligible under associated federal guidelines.

**Task 1.04 Topographic Survey** – *DMC* will coordinate with the City to obtain known survey data for this site. *DMC* will complete an accurate topographic survey of the project site, including the horizontal and vertical control of all existing culture, overhead and underground utilities, curb, gutters, ramps, medians and driveways. *DMC* will establish one (1) temporary bench mark at or near the intersection of Vista Chino Road and Farrell Drive for use during construction.

**Task 1.05 Base Map Development** – Utilizing research documents and field survey data, *DMC* will develop a project area base map of the intersection at a scale of 1" = 20' (max.), accurately showing the vertical and horizontal locations (where possible) of all existing right-of-way lines, property lines, site culture, utilities and other potential obstruction of the project site.

**Task 1.06 Initial Utility Coordination** – *DMC* will identify and officially notify all affected utility companies providing services within the limits of the project intersections and request copies of utility maps, plans, and records of existing facilities. Field reviews will be conducted to locate and verify all surface evidence of existing sub-surface and overhead installations within the limits of this project. All utility information obtained from its research effort and field reviews will be plotted on the Base Map. *DMC* will initiate the development of a Utility Log of all future correspondence with the affected utilities.

**Task 1.07 Environmental Clearance Support Services** – *DMC*, through PMC World (*PMC*), will complete the following environmental clearance activities necessary to obtain a finding of Categorical Exemption and CEQA/NEPA environmental clearance for the project through Caltrans Local Assistance:

**Task 1.07.01 Project Initiation** – Prepare a detailed project description, including identification of the project footprint and timing of construction, and an Area of Potential Effects (APE) Map for potential environmental impacts that will accompany the PES. Mr. Zolghadr will coordinate with Caltrans as necessary the review and approval of the APE Map.

**Task 1.07.02 Preliminary Environmental Study** – Coordinate, attend and facilitate a field review meeting with Caltrans and conduct preliminary research to complete a Preliminary Environmental Studies (PES) Form consistent with the Caltrans' Local Assistance Procedures Manual. Mr. Zolghadr will coordinate with Caltrans as necessary the review and approval of the PES Form.



Task 1.07.03 Technical Studies – Prepare the following technical reports:

- Air Quality Report – The federal Clean Air Act (CAA) establishes federal air quality standards, known as national ambient air quality standards (NAAQS), and specifies future dates for achieving compliance. The CAA mandates that the state submit and implement a State Implementation Plan (SIP) for areas not meeting these standards (nonattainment areas). The primary air quality issue surrounding the proposed road and drainage improvement activities from the Baristo Channel to Arenas Road would be the consistency of these improvements with both the 2007 Air Quality Management Plan (for ozone attainment) and Coachella Valley PM<sub>10</sub> State Implementation Plan. For example, 40 CFR Part 51 and Part 93 (Final Rule effective November 24, 1993) requires that federally supported activities must conform to the SIP, whose purpose is that of attaining and maintaining the NAAQS. Due to the nature of the proposed project, it is not anticipated that the limited road and drainage improvement activities would result in inconsistencies with the SIP. In order to demonstrate conformity, the report will show that the project will not result in any new violations of the NAAQS, will not impede or delay attainment of ozone and particulate matter standards, for which the Palm Springs region is designated nonattainment, and will not increase the severity or frequency of existing NAAQS violations in the area. The evaluation to determine this includes an analysis of consistency with the 2007 Air Quality Management Plan and Coachella Valley PM<sub>10</sub> State Implementation Plan population and employment growth projections, avoidance and minimization measures to address project impacts, and incorporation of 2007 Air Quality Management Plan and Coachella Valley PM<sub>10</sub> State Implementation Plan land use planning strategies. The project will require interagency consultation with Coachella Valley Association of Governments for PM<sub>10</sub> (*Deliverables: Air Quality Conformity Memorandum*).
- Cultural Resource Analysis – It is anticipated that this project will qualify as a screened undertaking under the provisions of Section 106 of the National Historic Preservation Act; therefore, it is not anticipated that preparation of any documentation to support Caltrans' issuance of a screened undertaking determination is required (*Deliverables: None anticipated*).
- Biological Resources Analysis – It is anticipated that a Natural Environmental Study (NES) will be the appropriate document to prepare for Caltrans District 8. In preparing the NES, the following activities are anticipated:
  - Preliminary office investigations will include various biological database searches, including a search of the California Natural Diversity Database (CNDDB), the California Native Plant Society's Electronic Inventory, and the California Wildlife Habitat Relationships database;
  - A formal list of special-status species with potential to occur in the area will be requested from the U.S. Fish and Wildlife Service (USFWS) to develop a comprehensive list of special-status species to be evaluated in the NES-MI;
  - Biologists will consult with regulatory agencies and recognized experts with the California Department of Fish and Game (CDFG) and the USFWS, as appropriate, during preparation of the NES;
  - Biologists will identify the location, composition and extent of sensitive plant communities (such as wetland vegetation), the areas that may support noxious weeds, and the significant wildlife habitats shown within the Area of Potential Effects (APE). This subtask includes one comprehensive site assessment to sufficiently characterize the special-status plant and animal species that have the potential to occur within the APE, to map all vegetation communities present, and to assess these vegetation communities, and the habitats contained therein, for the potential to support special-status plant and animal species. During the site assessment, PMC will identify all potential jurisdictional waters of the U.S. that could be impacted by the proposed projects and determine whether a Wetland Delineation Report is warranted. PMC will also identify migratory bird nesting habitat, including ground-nesting birds within the APE;
  - The habitat assessment described above will determine if protocol-level surveys are warranted;
  - If necessary, appropriate reduction measures for inclusion in the NES will be prepared. These strategies may include recommended best management practices (BMPs), construction timing, or limiting ground disturbance in specific areas;
  - The results of the research and field surveys in the NES, according to Caltrans guidelines. Locations of significant biological resources, including observations of special-status species and critical habitat will be identified on an appropriate base map will summarized into a final NES report. The effects of the proposed project on biological resources will be determined, with mitigation options, if necessary, briefly described under this task (*Deliverables: NES Report*).



- **Phase 1 Preliminary Hazardous Materials Analysis** – A preliminary hazardous materials investigations for the project site will be performed, including the following activities
  - A review of the existing environmental documents provided;
  - A review of publicly available and practically reviewable standard local, state or tribal and federal environmental record sources;
  - A review of publicly available and practically reviewable standard historical sources, including aerial photographs and topographic maps;
  - A reconnaissance of the study area and observation of adjoining properties;
  - Interviews with persons knowledgeable about land uses within the proposed alignment;
  - Preparation of a report summarizing findings, opinions and conclusions (*Deliverables: Phase 1 Hazardous Materials Report*).
- **Draft/Final Initial Study Assessment (ISA)** – It is anticipated that upon completion of these activities, a Caltrans Initial Site Assessment (ISA) checklist will be completed, summarizing potential environmental concerns within the project study area. Mr. Zolghadr will review the Draft ISA report and submit it to Caltrans for review. The Draft ISA will be revised as necessary based upon Caltrans' comments to produce a Final ISA. (*Deliverables: Review of the Draft and Final Phase 1 Initial Site Assessment*).

**Task 1.07.04 Notice of Exemption** – Upon completion of the technical analysis, if it is determined that the project would have no significant impact on the environment, *PMC* will prepare a Notice of Exemption and file the notice with the State Clearinghouse. This notice will serve as the CEQA documentation for the project (*Deliverables: One (1) PDF copy of the signed and stamped Notice of Exemption*).

**Task 1.07.05 Categorical Exclusion** – Upon completion of the technical analysis and approval by Caltrans, if the determination that the project has no significant impact on the environment is supported, *PMC* will coordinate with Caltrans for the completion and signature of a Categorical Exclusion form, which will serve as the NEPA documentation for the project (*Deliverables: One (1) PDF copy of the signed Categorical Exclusion form*).

#### **Phase 2 – Engineering Design (Plans, Specifications and Estimates)**

**Task 2.01 Utility Coordination** – *DMC* will continue to coordinate with the affected utilities companies by completing the following activities:

- Maintain the Utility Log of all correspondence with utilities;
- Identify potential conflicts;
- As potential conflicts are identified throughout the design phase, coordinate with the affected utility agencies until the conflict is resolved;
- Provide notification letters with copies of the plans will be sent, via return certified receipt, to the affected utility agencies at the 80% complete, 100% complete and final stages.

**Task 2.02 Utility Potholing** – Once specific conflicts have been identified, *DMC* will prepare a Utility Pothole plan that locates where utility potholes are to be completed. The Utility Pothole plan will be reviewed with the City for approval prior to starting any utility potholing activities. Once an approved Utility Pothole plan has been completed, *DMC* will coordinate with Saf-r-Dig to complete the utility potholes identified on the Utility Pothole plan. *DMC* will follow-up the utility pothole activities with a survey of the utility potholes to vertically and horizontally locate each of the potholed utility. This information will be shown on the final plans and will be used to design the final storm drain alignment. Affected utilities will be provided the final Utility Pothole plans for use in relocating their affected utility. For the purpose of developing a cost for this task, *DMC* estimated ten (10) utility potholes are required for this project. Additional potholes will be completed for the unit cost identified in the Cost Proposal for this project.

**Task 2.03 Geotechnical Investigation** – *DMC* will coordinate with Diaz Yourman and Associates (*DYA*) to complete up to six (6) borings approximately six (6) feet deep along the proposed alignment of Storm Drain Line 9. The material taken from the borings will be lab evaluated to determine the Sand Equivalence of the material. This information will be submitted to RCFC for review and approval as possible backfill material for Storm Drain Line 9 improvements.



SECTION B: SCOPE OF WORK

**Task 2.04 Water Surface Profile Gradient (WSPG) Study** – Utilizing Civil Design software, DMC will develop a WSPG model of the storm drain system to confirm that the hydraulic grade lines does not fall above the existing roadway surface and catch basin inlet elevations. This information will be prepared in final report format and submitted for review to the City of Palm Springs and RCFC with the PS&E documents. The WSPG will be adjusted, as necessary, to match the storm drain system vertical and horizontal alignments until the alignment is approved by RCFC.

**Task 2.05 Plans, Specifications and Estimates (PS&E's)** – DMC will prepare clear, concise and accurate PS&E's of the proposed roadway and traffic signal modification improvements. In general, the PS&E's will conform to the City of Palm Spring's standards and practices.

**Task 2.05.01 Plans** – DMC will design and prepare construction plans that will be required for the proposed roadway and traffic signal modification improvements. Based upon our current understanding of the project, DMC will prepare the following plan sheets:

<u>Description</u>	<u>No. of Sheets</u>
▪ Title Sheet	1
▪ General Note Sheet	1
▪ Detail Sheets	2
▪ Roadway Improvement Plan and Profile Sheets	2
▪ Storm Drain Plan and Profile Sheets	4
▪ On-Site Parking Lot/Drainage Plan	1
▪ Striping and Signing Plan Sheet	1
<b>Total Sheets</b>	<b>12</b>

Plans will be submitted to the City and affected utilities for review at the 80% complete, 100% complete stage and final screen check stage. DMC will submit four (4) sets of blueprints with each submittal, along with the previous red-lined check prints. Comments received from the City will be incorporated into the plans. Final plans will be submitted to the City on Mylar, wet stamped by the Project Engineer.

**Task 2.05.02 Technical Specifications** – DMC will prepare the following documents for this project:

- Detailed Project Description
- Bid Schedule
- Bid Item Descriptions
- Payment Methods
- Special Provisions
- Technical Specifications

The documents will be prepared in Microsoft Word in Green Book format and submitted to the City for review at the 80% complete, 100% complete stage and final screen check stage.

**2.03.05 Estimates** – DMC will prepare a comprehensive list of bid items, their quantities and unit costs, and the probable cost of construction that will be submitted to the City for review. The final construction cost estimate shall be based upon and in agreement with the final estimated quantities shown on the bid sheet. The estimates will be prepared in Excel format and submitted to the City for review at the 100% complete stage and final screen check stage.

**Task 2.06 Additional Site Visit (2)** – DMC will complete the following site visits during this phase of this project:

- **First Site Visit** – The first site visit will be conducted prior to the submittal of the 80% complete PS&E's to the City. The purpose of the site visit is to check field conditions with information shown on the plans.
- **Second Site Visit** – The second site visit will be complete prior to submittal of the 100% complete PS&E's. The purpose of the second site visit is to conduct a constructability review and to confirm that all issues have been addressed in the plans.

**Task 2.07 Local Assistance Support Services** – DMC will provide the necessary support services to the City required to receive an Authorization to Proceed (E-76) prior to advertisement, including, but not limited to, the following activities:





- Conduct Field Review (if necessary), prepare Field Review Form and submit to State;
- Prepare PS&E Certification Checklist/Form;
- Prepare and submit to State for approval Right-of-Way/Utility Clearance Certifications;
- Prepare and submit to State Local Agency Construction Administration Certification (must receive an Authorization to Proceed (E-76) form from the State prior to project advertisement.).

Upon award of contract, *DMC* will prepare a Detailed Estimated, Finance Letter (on City Letter Head), Award Checklist and Report of DBE Awards for submittal to the City and State.

**Task 2.08 RCFC Coordination** – *DMC* will coordinate, as necessary, with Riverside County Flood Control District and Water Conservation District, to obtain the approval of the design and construction documents for the proposed Storm Drain Line 9 improvements, including preparation of plans to be submitted to the RCFC for review and approval on RCFC title block. Separate mylar of the proposed Storm Drain Line 9 improvements will be submitted to the RCFC for signature upon approval of the plans by RCFC and the City of Palm Springs.

**Task 2.09 Bid Support** – *DMC* will assist the City during the bidding process by addressing questions regarding the plans and specifications with written responses (when required), the preparation and issuance of Project addendums, attendance at the pre-bid meeting to address questions by bidders, and attendance at the City Council meeting to award the contract to address questions by Council Members.

**Task 2.10 Construction Support** – *DMC* will assist the City during construction phase by providing the following services:

- *DMC* will assist the City during the construction phase by addressing questions regarding the plans and specifications through written responses to RFI's and responding to Contractor's request for clarifications.
- *DMC* will prepare record drawings for the City and RCFC for Storm Drain Line 9 improvements based on redlines provided by the Contractor.

**Phase 3 – Right-of-Way Services**

**Task 3.01 Acquisition Documents (3)** – *DMC* will prepare up to three (3) complete sets of acquisition documents (legal description/ plat map) for all properties affected by the proposed project improvements necessary to acquire right-of-way.

**Task 3.02 Right-of-Way Coordination** – *DMC* will coordinate with Caltrans, the BIA and the Tribe on all right-of-way issues pertaining to this project, including the acquisition of necessary right-of-way required to complete the project.

**Task 3.03 Caltrans Right-of-Way Certification** – *DMC* will prepare a right-of-way certification form with appropriate attachment and coordinate approval Caltrans approval of the project right-of-way certification.

**Phase 4 – Construction Administration (Optional - Based Upon forty-five (45) Working Days)**

**Task 4.01 Construction Management** – *DMC* will be responsible for overseeing all aspects of the construction phase of this project, including the following tasks:

**Task 4.01.01 Contract Administration** – Provide contract administration in accordance with Caltrans District 8 policies for this project, including, but not limited to;

- Coordination with Caltrans Local Assistance for on-going construction activities and project closeout requirements;
- Establishing/maintaining project controls and provide administrative, management and related services necessary to coordinate the work of the Contractor and all sub-contractors in order to facilitate a timely completion of this project in accordance with the contract documents and City objectives;
- Providing, managing, coordinating and ensuring timely completion/approvals in response to all RFI's, shop drawings, product data samples. Change Notices, Intent to File Change Notices and Construction Change Orders



(CCO's), as well as review, negotiate and issue CCO's to the contractor and incorporate approved CCO's as they occur, review, comment and recommend processing of invoices for progress and final payments;

- Ensuring adequate inspection coverage for this project, coordinate and oversee the Project Inspectors, schedule agency inspections, coordinate and schedule electrical, telephone and water services to the site, and assist the contractor in obtaining all building permits and special permits for the improvements;
- Maintaining continuous 24-hour telephone accessibility during construction activities for emergency use;
- Ensuring the Contractor's work is consistent with the contract documents and guard the City against defects and deficiencies in such work and regularly monitor actual costs/quantities with estimated costs and quantities;
- Ensuring that safety programs are developed by the Contractor and coordinate the safety programs for this project;
- Consulting with the Design Consultant Team and the City regarding interpretation of plans and specifications;
- Addressing business owners and property owners concerns and inquiries;
- Observing the Contractor's check-out of utilities, operational systems and equipment readiness, and assist in their initial start-up and testing.

*Task 4.01.02 Reporting/Record Keeping* – DMC will document the Contractor's progress and compliance with approved PS&E's, including, but not limited to, the following activities:

- Maintaining project records;
- Documenting the contractor's daily work effort;
- Conducting interviews with prevailing wage compliance interviews;
- Comparing Certified Payrolls with inspection records, employee interview forms and the Prevailing Wage Rate tables in order to verify proper payment;
- Maintaining cost accounting records;
- Providing documentation to the Contractor, City, etc. regarding all important issues, decisions and discussions within three (3) working days;
- On a weekly basis, documenting/providing to the Design Engineer and the Contractor project progress reports with a weekly statement of working days and sent to Contractor;
- Evaluating progress of the Contractor and make recommendations to the City regarding final inspections and assist the City in conducting final inspections, including the securing of guarantees, affidavits, releases and waivers.

*Task 4.01.03 Meetings* – Conduct meetings to communicate the direction of this project and identify/resolve issues as they are identified, including, but not limited to, the following activities:

- Coordinating/participating/facilitating in pre-construction contract award activities, including conducting a pre-construction meeting and issuance of a Notice to Proceed in accordance with the City's procedures;
- Preparing agenda, conducting weekly on-site construction progress meetings and distribute the minutes of meetings within three (3) working days. The purpose of these meetings will be to discuss procedures, progress, problems, scheduling and coordination and other related projects.

*Task 4.01.04 Project Close Out* – DMC will properly close out the project and provide the City with record project information, which includes, but not limited to, the following activities:

- Delivering a final completed project to the City in compliance with the PS&E's;
- Coordinating the projects close-out, including obtaining necessary operation manuals, warranties, guarantees, releases and warranty bonds from the Contractor and sub-contractor;
- Preparing a final status report for the project close-out, prepare a Staff Report for project acceptance and assist with filing of Notice of Completion;
- Presenting City with a complete project close-out file;
- Performing warranty walk within one (1) year of the Notice of Completion.



*SECTION B: SCOPE OF WORK*

**Task 4.02 Inspection Services (Budget)** – MA-CM Inc. (MA-CM), through DMC, will provide the necessary on-site project inspection services for this project by its experienced inspectors. Many of its inspectors are retired Caltrans/Public Works inspectors. MA-CM will assign the most qualified and experienced inspectors from its list that have the demonstrated know-how of construction equipment, materials, methods, testing and workmanship for this project. MA-CM's inspectors understand and interpret correctly the PS&E's and are familiar with the Greenbook (Standard Specifications for Public Works Construction), Caltrans Standard Specifications, Riverside County Flood Control design/construction standards, Riverside County Transportation design/construction standards and OSHA Construction Safety Orders. While assigned to this project, MA-CM's inspectors will:

- Interact professionally with the Contractors, sub-contractors, engineers, property owners, business owners, City representatives and the public at large;
- Coordinate with other City personnel;
- Promote quality customer service;
- Respond promptly and courteously to requests.

Working under the direct supervision of the Construction Manager, tasks to be completed by the assigned inspector's typically include, but will not be limited, to the following activities:

- Review the PS&E's thoroughly prior to the pre-construction meeting;
- Establish effective communication with the Contractor, affected utilities and other agencies, and business/property owners;
- Ensure compliance with the PS&E's and other requirements, such as the Contract, Traffic Control, Cal OSHA Standards, CCO's, Permits, Standard Plans, checking line, grade, size, elevation, location of improvements, etc.;
- Monitor extra work;
- Perform project oversight for the monitoring of traffic control, damage to infrastructure and replacement of infrastructure to City Standards;
- Attend the weekly construction meetings;
- Keep daily diaries (log), prepare Incident (accident) Reports and take pictures of this project. A daily Inspection Report identifying work done by the Contractor shall be submitted to the Construction Manager on the next business day for review and filing;
- Document all Contractor delays, reasons for delay, length of time for delay and phases of work;
- Monitor and provide supporting documentation on the personnel and equipment that is involved with any extra work performed by the Contractor;
- During the course of inspection and monitoring of the work, if the Project Inspector observes an unsafe situation, he shall notify the Contractor of the violation and provide written notification of such infraction to the Contractor. If the Contractor refuses to comply, the Project Inspector shall notify the City, Construction Manager and Cal OSHA;
- Measure and tabulate contact quantities;
- Review the Contractor's invoices, verify completeness of work and approve quantities;
- Prepare a list items for correction (punch list) and prepare redlined as-builts plans.

MA-CM's inspectors will have access to a digital camera, vehicle and cellular phone for immediate contact by the City, proof of a valid California driver's license and proper vehicle insurance.

**Task 4.03 Compaction and Materials Testing (Budget)** – DYA, through DMC, will provide as-needed compaction and materials testing for this project. DYA is appropriately licensed and registered in the State of California to perform these services.



**INTRODUCTION**

Incorporated since 1999, DMC has developed a reputation for preparing quality design work on time and within budget for a wide variety of municipal improvement projects involving roadway/intersection widening, storm drains, raised landscape medians and traffic signal installation/modification improvements for public agencies throughout southern California, including the cities of Palm Springs, Moreno Valley, Norco, Temecula, Calimesa and Palm Desert, and the County of Riverside. Many of these successful projects were completed under challenging and adverse conditions, requiring a complete understanding of the local agency's design standards, criteria, and approval processes. Our expert knowledge of these policies and guidelines has proven invaluable in producing project requirements on time and within budget. Headquartered in Corona, California, DMC is conveniently located within sixty (60) minutes of Palm Springs, California. From our office location, DMC can effectively provide our design services to the City of Palm Springs, as we have for many other public agencies and special districts throughout southern California.

**KEY DMC PERSONNEL**

DMC has assembled a core team of individuals with specialized skills and experience necessary to address the design needs for the proposed roadway and storm drain improvements proposed for the Agua Caliente Cultural Museum Road in the City of Palm Springs. Brief biological resumes follow for the senior staff members to be assigned to this project. Complete resumes for these individuals are found in the Appendix of this proposal.

**David M. Cosper, P.E.—Project/Construction Manager**

Mr. David M. Cosper has over twenty-seven (27) years of civil engineering experience, thirteen (13) years as a Public Works Director and City Engineer for a number of cities throughout California. He has been the responsible Project Manager for an extensive number of projects involving roadway/intersection widening and storm drain improvements for the cities of Palm Springs, Moreno Valley, Palm Desert, Norco and Calimesa, and the County of Riverside, including the following projects:

- Mesquite Avenue Improvements
- Los Serranos Infrastructure Improvements
- Hamner Avenue Improvements
- Lake Forest Drive Drainage Improvements
- Heacock Street Improvements
- Alessandro Boulevard/I-215 Intersection
- Calimesa Boulevard Corridor Improvements
- Vista Chino Road/Sunrise Avenue Intersection Improvements

**Joshua D. Cosper, P.E., P.L.S.—Project Engineer**

Mr. Cosper has over twelve (12) years of progressively responsible experience as a Project Engineer, Design Manager, Land Surveyor, CADD Manager, Project Lead Designer, CADD operator, field technician, and construction inspector for a variety of public works improvement projects involving roadway/intersection improvements with traffic signal

**Professional Background of David M. Cosper:****EDUCATION:**

M.P.A., 1992, Public Administration  
California State University, Hayward

B.S., 1981, Civil Engineering  
University of California, Davis

**AFFILIATIONS:**

American Public Works Association  
American Society of Civil Engineers  
American Public Works Association Delegate

**REGISTRATION:**

California Registered Civil Engineer since 1984  
Oregon Registered Civil Engineer since 2010

**EXPERIENCE:**

More than twenty-seven (27) years of professional civil engineering experience in California, thirteen (13) as a Director of Public Works and City Engineer for three (3) cities located throughout California (Sesquialce, Amador City, and La Grana).

**Professional Background of Joshua D. Cosper:****EDUCATION:**

B.S., 2006 – Civil Engineering  
University of California, Irvine

**REGISTRATION:**

California Registered Civil Engineer since 2007  
Arizona Registered Civil Engineer since 2010  
California Registered Land Surveyor since 2010

**EXPERIENCE:**

Mr. Cosper is a member of the Board of Directors and is the Vice President in charge of Design/CADD production for DMC Design Group. Mr. Cosper has over twelve (12) years of progressively responsible design experience for a variety of civil engineering projects. He has become a specialist in the development of accurate CADD drawings for public improvement projects and is responsible for mentoring our team of CADD specialists in the use of AutoCAD and MicroStation.



installation/modifications. Many of these projects included the preparation of special studies, development and evaluation of alternative concepts, right-of-way mapping/documentation, preparation of project specific SWPPP/WQMP documents and the development of complete and accurate PS&E's for these projects for cities, counties, school districts and special districts throughout southern California, including the cities of Palm Springs, La Quinta, Moreno Valley, Norco, Lake Forest, Calimesa, El Centro, Brawley and Barstow, Los Angeles County, the Los Angeles Unified School District, the Niguel Shores Community Association and the FAMD No. 1 of Indian Wells. Mr. Cosper and his team of CADD designers and draftsmen will be responsible for developing accurate right-of-way documents, base sheets and construction plans for this project, including the coordination of record/field survey data and preparation of special studies and the designs for this project.

**Frank A. Artiga, P.E., P.L.S.—Survey Manager**

Mr. Artiga will be assigned the Survey Manager responsibilities and will be responsible for providing all topographic and boundary survey needs for this project. Mr. Artiga has over fifteen (15) years of experience in all facets of topographic and boundary surveying, base mapping and land development design, including rough/precise grading, street improvements, water/sewer/storm drain improvements and earthwork calculations for public works projects and private developers. He has been responsible for comprehensive topographic/boundary surveys for most of these projects.

**Reza Zolghadr—Caltrans District 8 Liaison Officer**

Mr. Zolghadr is a licensed Civil Engineer in the State of California and has a Bachelor of Science Degree from Nevada State University, Reno. Since retiring from the City of Corona Public Work Department as a Senior Engineer responsible for most of the City transportation related capital improvement projects, Mr. Zolghadr has been the responsible Project Manager for numerous transportation improvement projects involving federal funding involving interchanges, bridges, street widening and rehabilitation, traffic signals, utility relocation, storm drains and water/sewer main improvements. Recent federal funded projects involving District 8 Local Assistance include:

- *I-215/Cactus Ave. Interchange Improvements (PSR)*  
City of Moreno Valley, CA
- *SR 91/Main St. Interchange Improvements*  
City of Corona, CA
- *I-15/El Cerrito Rd. Interchange Improvements*  
City of Corona, CA
- *Heacock St. Bridge Replacement*  
City of Moreno Valley, CA
- *I-15/Magnolia Ave. Interchange Improvements*  
City of Corona, CA

Working with the environmental consultant and the Project Manager, Mr. Zolghadr's will utilize his expert knowledge of the review/approval process for federally funded projects gained through recently completed projects to expedite the environmental and design approvals for this project.

**SUBCONSULTANTS**

DMC utilizes a team of experienced and highly skilled subconsultants to support its design effort in very specialized areas that require specific expertise and knowledge. DMC's management approach and quality requirements apply equally to its subconsultants. This approach strengthens the bond between our firm and its subconsultants, and creates a seamless approach to providing a diverse and well-prepared Project Team for this project.

**PMC World (PMC) – Environmental Clearance**

PMC was established in 1995 with a mission to provide planning, environmental and municipal services to public agencies, special districts and public-oriented organizations. Since 1995, it has provided service to more than two hundred and fifty (250) cities, counties and special districts throughout California. Headquartered in San Diego, CA, PMC has grown steadily to a firm consisting of over one hundred and eighty (180) employees working out of



nine (9) offices in California and the Pacific-Northwest. Environmental planning, project management and lead agency compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) are some of the primary municipal services provided by *PMC*. *PMC* is recognized as an innovative and responsible third party in the management of multi-jurisdictional programs and the preparation and processing of environmental assessments (EA's), negative declarations (ND's), mitigated negative declarations (MND's), initial studies (IS's), environmental impact reports (EIR's) and other technical studies.

*Danielle Griffith* will be the Team Manager responsible for providing necessary environmental clearance and planning services required for this project. Ms. Griffith has over ten (10) years of progressively responsible experience in land planning, environmental planning and analysis. She has experience in developing long and short term plans for land use, growth and revitalization of urban, suburban and rural communities, and has written and reviewed a variety of environmental planning documents, including numerous technical reports for public improvement projects throughout much of southern California, such as the counties of Riverside, Imperial, Sonoma and San Diego, the cities of Hemet, Moreno Valley, Laguna Beach, Wildomar, Menifee, Placentia, and the Port of San Diego. Ms. Griffith has worked for both public agencies and private companies.

***Diaz Yourman Associates (DYA) – Geotechnical and Materials Testing***

Founded in 1992 is a privately held Geotechnical Consulting Service Corporation, founded in December 1992. Gerald M. Diaz, P.E., G.E. and Allen M. Yourman, Jr., P.E., G.E., are the founding principals of the firm and together have more than sixty (60) years of geotechnical experience. *DYA* is certified as a **Disadvantaged Business Enterprise (DBE)**. *DYA* has recently teamed with *DMC* on a number of roadway improvement projects, including:

- Bristol Street Slope Stabilization Project
- El Dorado Colonia Street Improvements
- Pepper Street Reconstruction Project
- Perris Boulevard Widening Project
- Alessandro Blvd. Street Improvements
- Graham Street Improvements
- Elsworth Street/Sherman Avenue
- Iris Avenue Improvements

*Sonadevan Niranjan, P.E., G.E.*, is a registered civil engineer with has over nine (9) years of experience in the field of geotechnical engineering. He has coordinated and performed field investigations for numerous projects, many of which have been for cities in Orange, Los Angeles, Riverside and San Bernardino Counties, involving projects with bridge and culvert crossings, roadway widening and extension and pavement evaluations. Mr. Niranjan's experience includes site selection, field investigations, engineering analysis, construction observation and testing, and preparation of geotechnical summary reports and recommendations.

***MA-CM, Inc. (MA-CM) – Construction Support Services***

Incorporated in 2005, *MACM* project team has thirty-five (35) years of total construction support experience for infrastructure improvements involving local road/intersection improvements, interstate reconstruction and highway structures. *MA-CM's* licensed professionals who are committed to its clients' interests and dedicated to public safety. As a full service organization, *MA-CM* offers expertise and a proven team developed from local resources of more than twenty (20) professional staff that can meet peak staffing demands

*Rick Aspril, Senior Inspector* is a construction inspector with over thirty-five (35) years of extensive experience in the construction of heavy civil engineering projects. He has served as resident engineer and project inspector on a variety of public works and state highway projects involving pavement rehabilitation improvements. He is very familiar with Caltrans standards, procedures and documentation requirements, and has performed construction management inspection on projects with Caltrans involvement and oversight. Mr. Aspril will be responsible for coordinating and performing as needed inspection services for this project.

***PROJECT TEAM RESUMES***

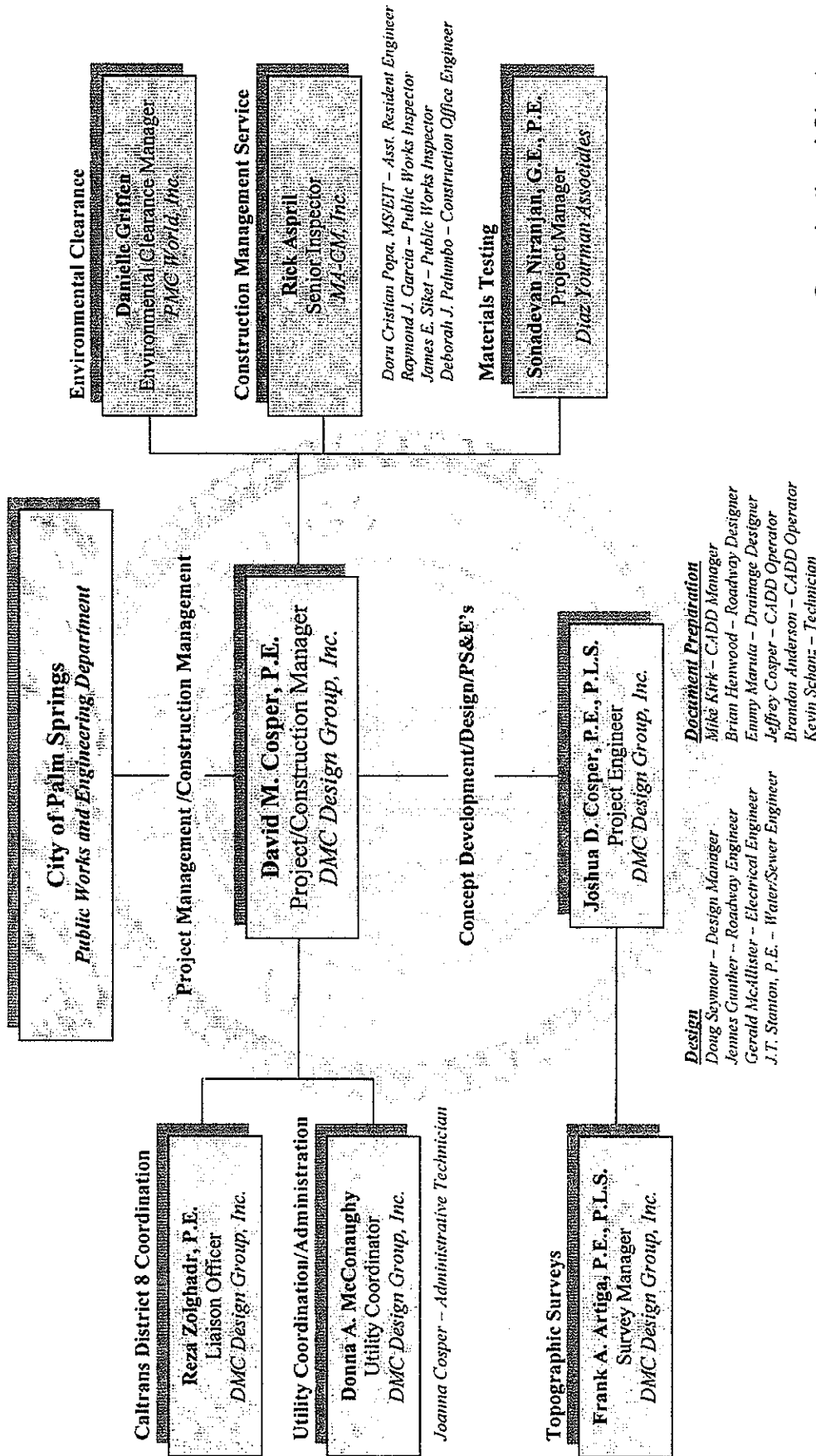
Complete resumes for our Senior Project Team members available upon request.



# Agua Caliente Cultural Museum Road and Drainage Improvements

City Project No. #05-11

Federal Aid Project No. PLHDL06-5282 (032) & HPLUL-5282 (033)



Organizational Chart  
**DMC Design Group, Inc.**



**RELEVANT PROJECT EXPERIENCE****District 8 Federal Aid Funded Project Experience**

Reza Zolghadr, P.E. will act as DMC's Liaison Officer in coordinating projects through Caltrans District 8 Local Assistance and will be responsible for processing and obtaining approvals for project environmental and designs for this project through this office. Mr. Zolghadr was responsible for processing environmental documentation and obtaining approvals for the design of the following Federal Aid projects through District 8 Local Programs offices in San Bernardino, CA.

- *I-215/Cactus Avenue Interchange Improvements PSR*  
City of Moreno Valley, CA  
District 8 Office of Local Assistance  
Nader Naquib
- *Heacock Street Bridge Replacement*  
City of Moreno Valley, CA  
District 8 Office of Local Assistance  
Osabuogbe Chris Igbinedion
- *SR 91/Main Street Interchange Improvements*  
City of Corona, CA  
District 8 Office of Local Assistance
- *I-15/Magnolia Avenue Interchange Improvements*  
City of Corona, CA  
District 8 Office of Local Assistance
- *I-15/El Cerrito Road Interchange Improvements*  
City of Corona, CA  
District 8 Office of Local Assistance

**General Federal Aid Funded Project Experience**

DMC was directly responsible for coordinating, processing and obtaining approvals for project environmental clearance and designs for Federal Aid funded project through Caltrans Local Programs throughout southern California for the following projects:

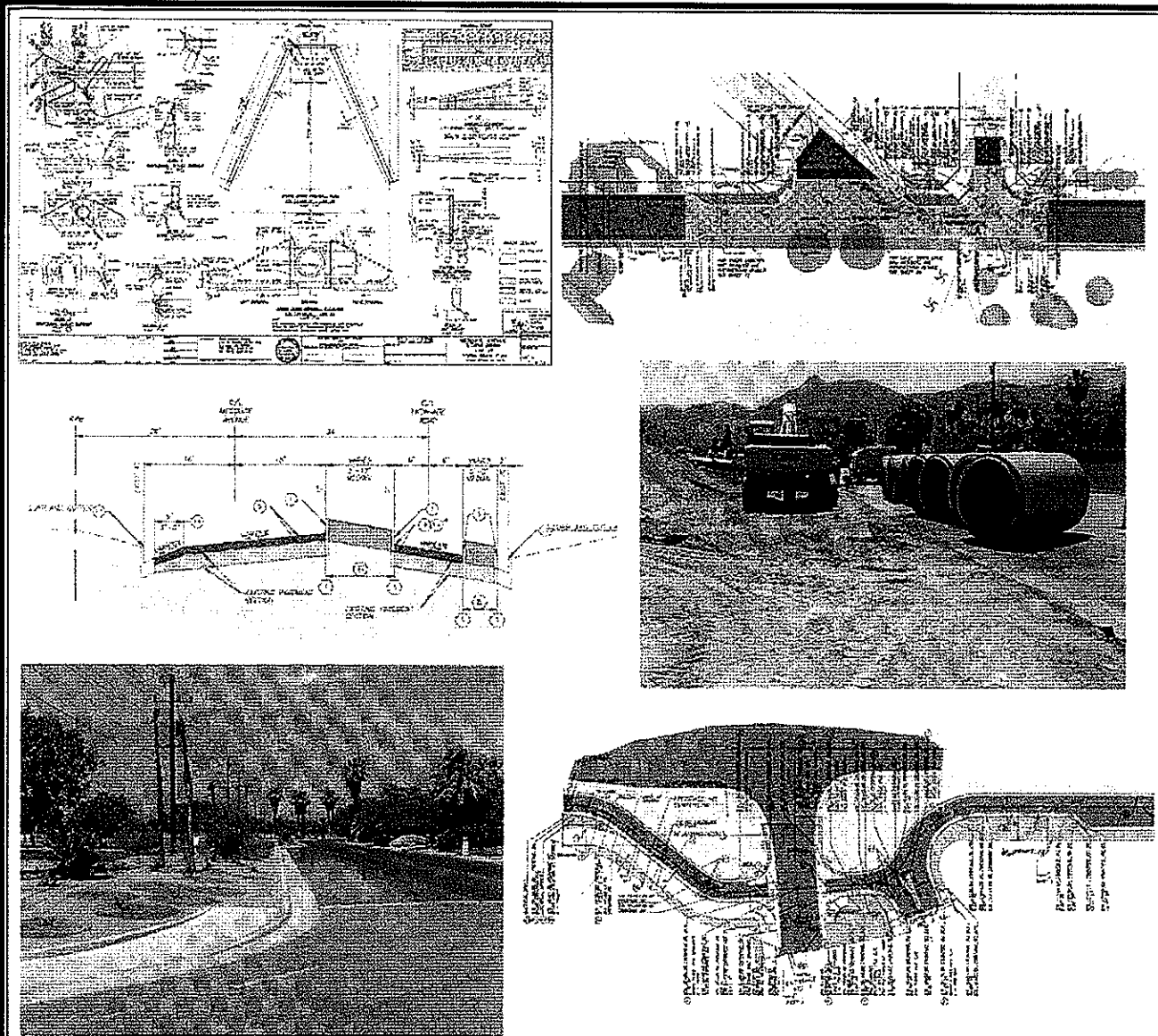
- *Calimesa Boulevard Median Improvement Project (Sandalwood Street to Avenue L), Calimesa, CA – Federal Aid Project (ISTEA) (In Progress) – District 8;*
- *Katella Avenue Improvement Project (City Limits to Struck Avenue); Orange, CA – Federal Aid Project (ISTEA) – AHRP (2007) – District 12;*
- *Taft Avenue Improvement Project (City Limits to Batavia Street), Orange, CA – Federal Aid Project (ISTEA) – AHRP (2007) – District 12;*
- *Batavia Street Improvement Project (Taft Avenue to 2,700 feet N/O Taft Avenue), Orange, CA – Federal Aid Project (ISTEA) – AHRP (2007) – District 12;*
- *Hewes Street Improvement Project (Chapman Avenue to Marmon Street), Orange, CA – Federal Aid Project (ISTEA) – AHRP (2003) – District 12;*
- *Eckoff Street Improvement Project (Collins Avenue to 370 feet E/O Collins Avenue), Orange, CA – Federal Aid Project (ISTEA) – AHRP (2003) – District 12;*
- *Prospect Avenue Improvement Project (Chapman Avenue to La Veta Avenue), Orange, CA – Federal Aid Project (ISTEA) – AHRP (2003) – District 12;*
- *Yorba Street Improvement Project (Chapman Avenue to Palmyra Avenue), Orange, CA – Federal Aid Project (ISTEA) – AHRP (2003) – District 12;*
- *Bake Parkway Improvement Project (North Pointe Drive to 1,000 feet E/O Dimension Drive), Lake Forest, CA – Federal Aid Project (ISTEA) – AHRP (2002) – District 12.*

**Roadway/Storm Drain Improvement Experience**

The following Project Experience Summary Sheets are examples roadway/storm drain improvement projects recently completed by DMC that demonstrate DMC's wide range of design and PS&E preparation skills for these types of improvements.







**MESQUITE AVENUE IMPROVEMENT PROJECT  
PALM SPRINGS, CA**

**PROJECT DESCRIPTION:**

Responsible for the preparation of right-of-way maps and utility relocations, pavement evaluations, ultimate storm drain alignment studies for Line 21 and Line 22, roadway widening and rehabilitation designs, and the preparation of PS&E's required for the construction of roadway widening and resurfacing improvement to a 0.75-mile portion of Mesquite Avenue, landscape median, parkway and traffic calming improvements to both sides of the project segment of Mesquite Avenue and 1.25 miles of 66-inch storm drain improvements. This project was awarded A.P.W.A. Project of the Year for 2006.

**PROJECT TEAM:**

David M. Cosper, P.E.—Project Manager  
Joshua D. Cosper, P.E., P.L.S.—Project Engineer  
Donna A. McConaughy—Utility Coordinator

**SCHEDULE:**

Construction Completed June 2006

**CONSTRUCTION COST:**

\$1,690,000

**CLIENT:**

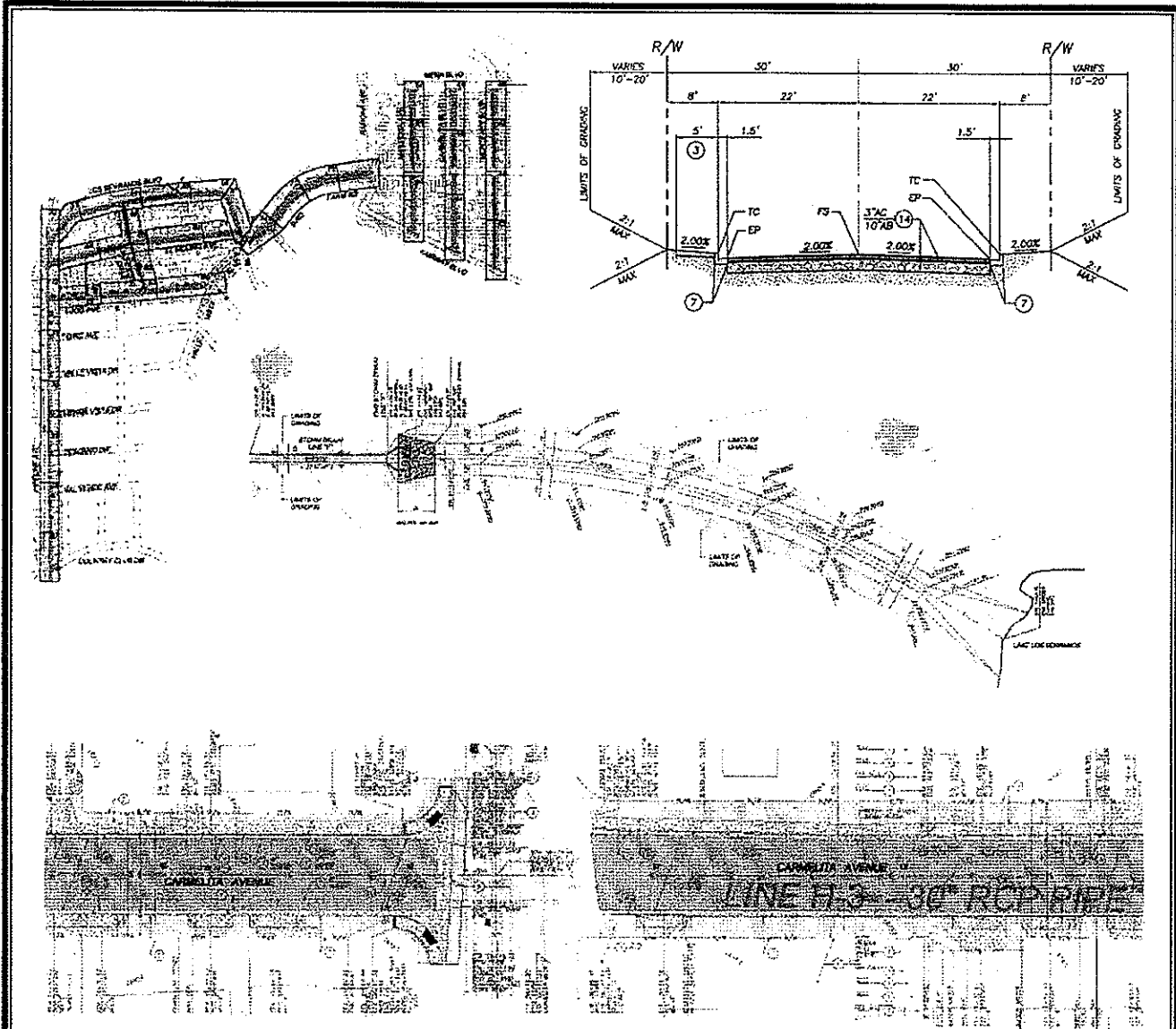
City of Palm Springs  
Engineering Division

**CLIENT CONTACT:**

Marcus Fuller, P.E., P.L.S.—Assistant City Engineer  
City of Palm Springs  
Engineering Division  
3200 E. Tahquitz Canyon  
Palm Springs, CA 92262

(760) 323-8253 Ext. 8744





**PHASE II LOS SERRANOS NEIGHBORHOOD IMPROVEMENT PROJECT  
CHINO HILLS, CA**

**PROJECT DESCRIPTION:**

Responsible for the preparation of alternative alignment studies, the design and preparation of PS&E's for roadway widening and storm drain improvements for 14,500 feet of neighborhood roads, including pavement rehabilitation, curbs, gutters, sidewalks, access ramps, street lights and storm drains in the Los Serranos neighborhood of Chino Hills.

**PROJECT TEAM:**

David M. Cospser, P.E.—Project Manager  
 Joshua D. Cospser, P.E., P.L.S.—Project Engineer  
 Mike Kirk—Design Manager  
 Brian Henwood—Design Manager  
 Donna A. McConaughy—Utility Coordinator

**SCHEDULE:**

Estimated Completion Date: December 2010

**CONSTRUCTION ESTIMATE:**

\$2,000,000

**CLIENT:**

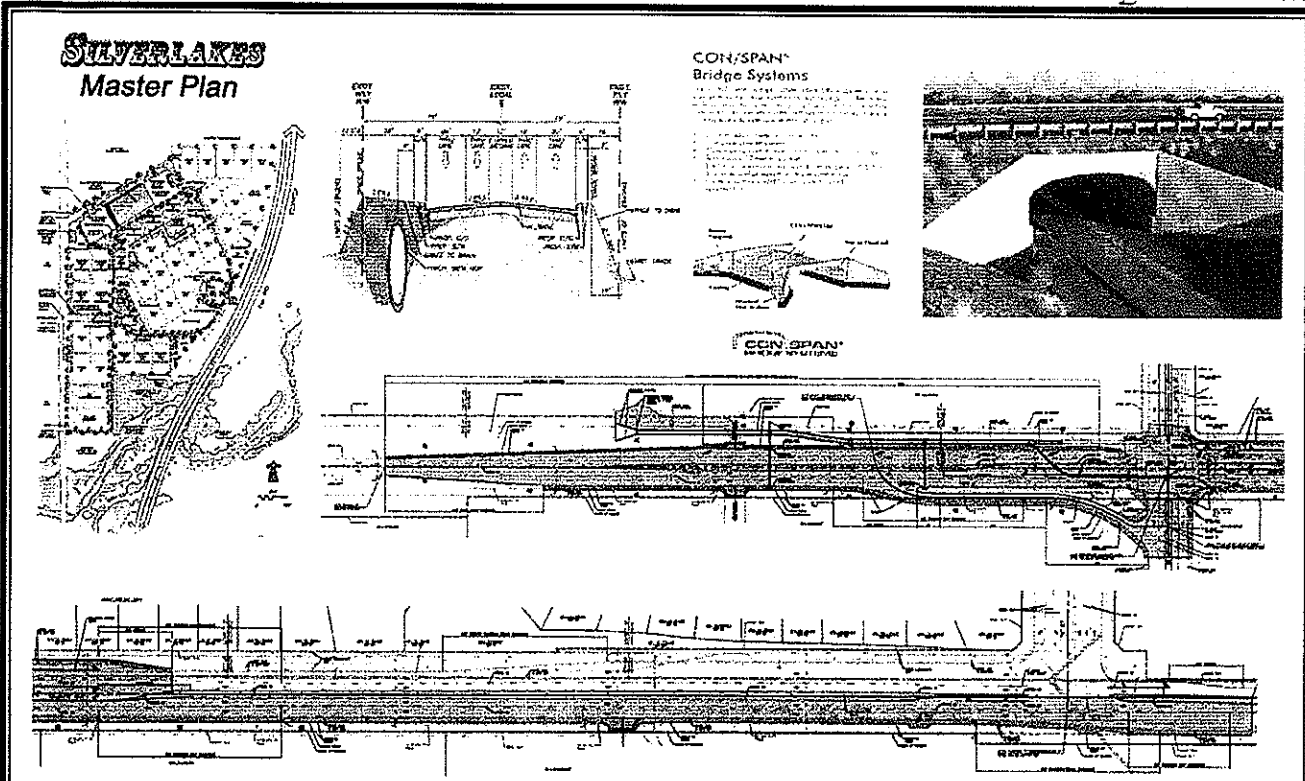
City of Chino Hills  
 Enterprise Services Administration

**CLIENT CONTACT:**

Anne Dutrey—Engineering Support Services Manager  
 City of Chino Hills  
 Public Works Department  
 14000 City Center Drive  
 Chino Hills, CA 91709

(909) 364-2760





**HAMNER AVENUE IMPROVEMENT PROJECT  
NORCO, CA**

**PROJECT DESCRIPTION:**

In coordination with the development of a 122-acre equestrian recreation and related use facility located on the easterly side of Hamner Avenue immediately north of the Santa Ana River Bridge, the City of Norco and Riverside County Transportation Department, DMC designed and prepared PS&E's for the construction of ultimate urban arterial improvements to a 3,600-foot segment of Hamner Avenue immediately adjacent to the proposed development. The project also included the following improvements:

- Drive entrances, curb and gutter, street section and transition improvements to existing widths of Hamner Avenue required within the project segment of Hamner Avenue;
- Full intersection widening improvements to Hamner Avenue at Citrus Avenue, consisting of two (2) thru lanes in each direction, two (2) dedicated left turn lanes to Citrus Avenue and to the proposed development and dedicated right turn lanes in each direction;
- To accommodate the widening of the Citrus Avenue and Hamner Avenue intersection, existing curb and gutter on the westerly side of Hamner Avenue were relocated;
- Modifications to an existing traffic signal plan previously constructed by Riverside County Transportation Department to conform to the widening of the Citrus Avenue and Hamner Avenue intersection;
- Pedestrian and horse tunnel crossing;
- Raised landscaped medians and parkway improvements.

DMC coordinated its effort with the engineers for the "Silverlakes Project" (Belstarr Sport Management) and the County of Riverside throughout the entire design phase of the project.

**PROJECT TEAM:**

- David M. Cosper, P.E.—Project Manager
- Joshua D. Cosper, P.E., P.L.S.—Project Engineer
- Mike Kirk—CADD Manager
- Brian Henwood—Lead Designer
- Donna A. McCaughy—Utility Coordinator

**SCHEDULE:**

Estimated Completion Date: June 2011

**CONSTRUCTION ESTIMATE:**

\$2,500,000

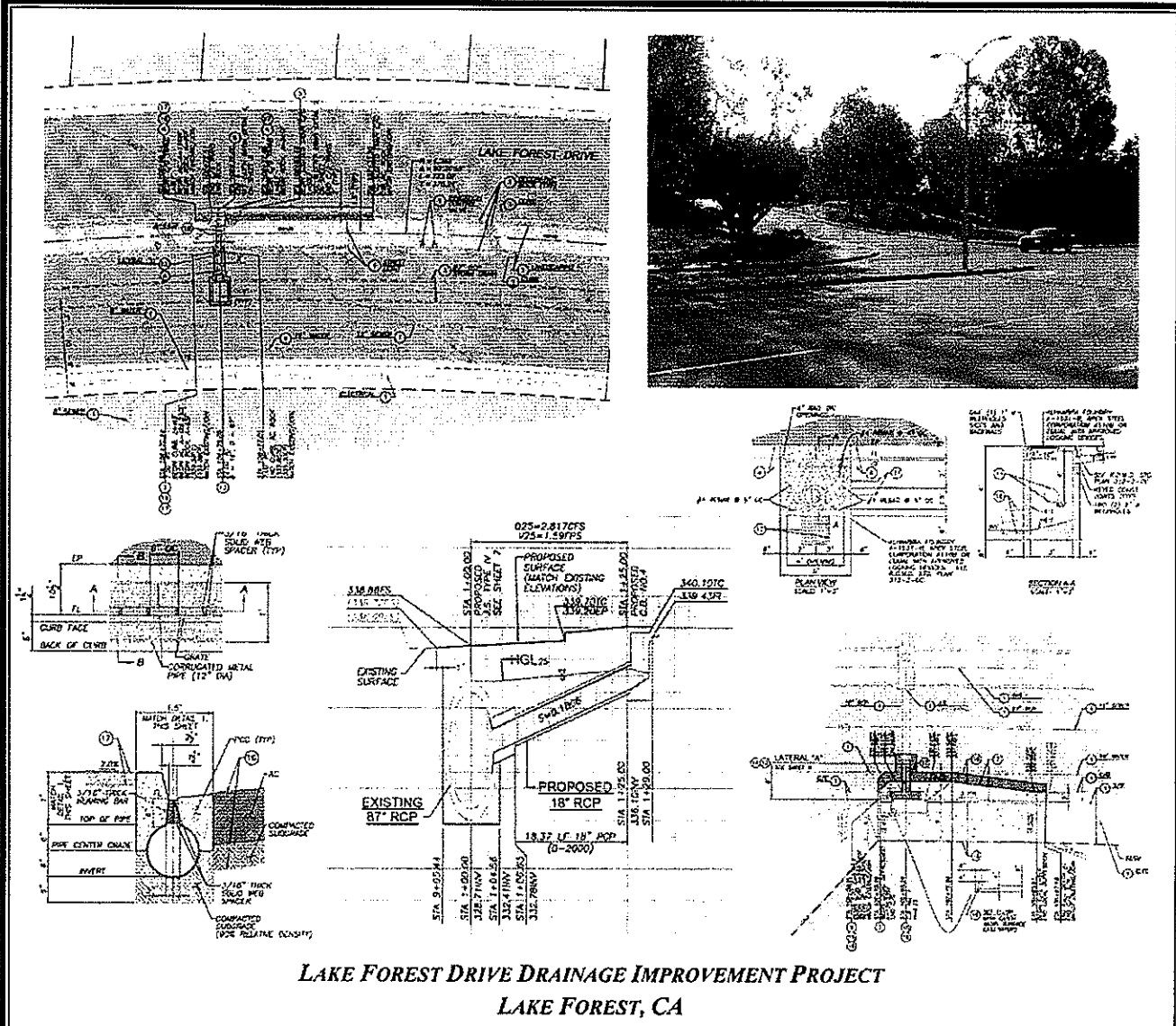
**CLIENT:**

City of Norco  
Public Works Department

**CLIENT CONTACT:**

Lori J. Askew—Project Manager  
City of Norco  
Public Works Department – Design  
2870 Clark Avenue  
Norco, CA 92860-0428  
(951) 270-5678





**LAKE FOREST DRIVE DRAINAGE IMPROVEMENT PROJECT**  
**LAKE FOREST, CA**

**PROJECT DESCRIPTION:**

Responsible for the design and preparation of PS&E's required to address flooding conditions to a 1,000-foot segment of Lake Forest Drive, east of the its intersection with Overlake Drive due to a sump condition at the intersection of Lake Forest Drive and Overlake Drive in the City of Lake Forest, CA. Existing inlet structures were inadequately sized to address the amount of drainage conveyed to the segment of Lake Forest Drive and were located upstream of the actual low point. DMC completed a thorough topographic survey of the intersection and a 1,000-foot segment of Lake Forest Drive east of Overlake Drive, and identified the proper location of required new and replacement median and curb inlets. DMC completed a comprehensive drainage report used to size inlet and lateral facilities. Upon approval of DMC's recommendation to install and/or replace existing inlets, DMC was authorized to design and prepare final PS&E's of the proposed improvements.

**PROJECT TEAM:**

- David M. Casper, P.E.—Project Manager
- Joshua D. Casper, P.E., P.L.S.—Project Engineer
- J.T. Stanton, P.E.—Design Engineer
- Jenna Gunther, P.E.—Design Engineer
- Mike Kirk—CADD Manager
- Donna A. McConaughy—Utility Coordinator

**SCHEDULE:**

Construction Completed May 2008

**CONSTRUCTION COST:**

\$400,000

**CLIENT:**

City of Lake Forest  
 Public Works Department

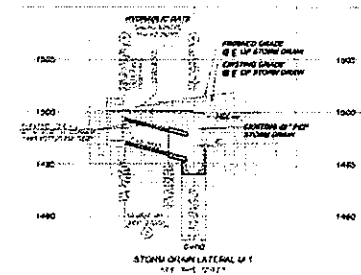
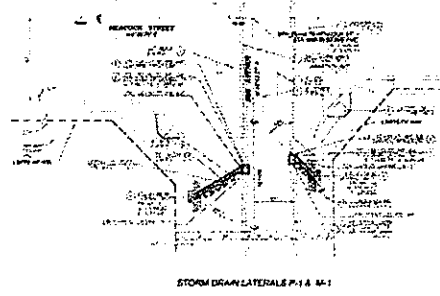
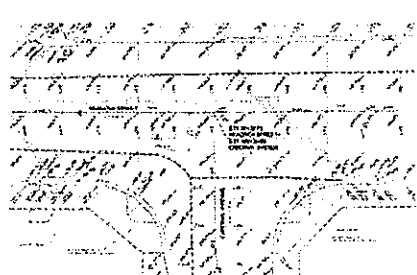
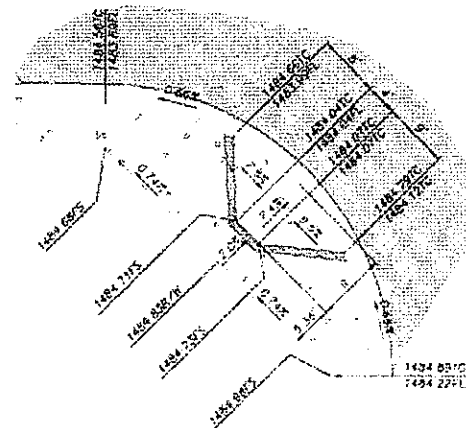
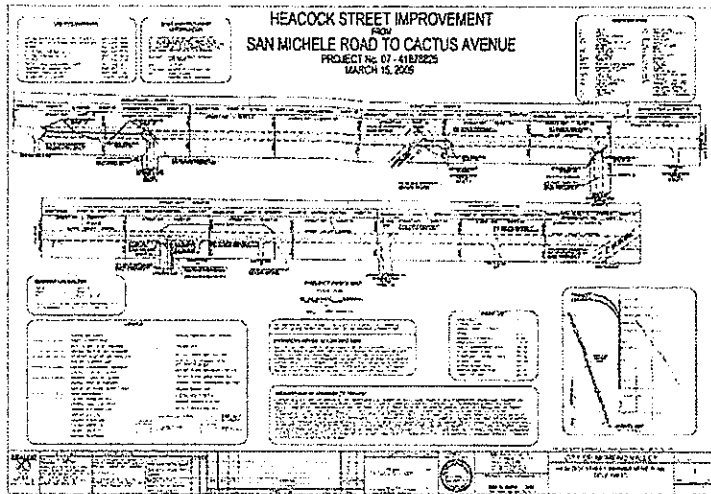
**CLIENT CONTACT:**

Robert Woodings, P.E.—City Engineer  
 City of Lake Forest  
 Public Works Department  
 25550 Commercentre Drive, Suite 100  
 Lake Forest, CA 92630

(949) 461-3480



SECTION C: STAFF QUALIFICATIONS



HEACOCK STREET IMPROVEMENT PROJECT  
MORENO VALLEY, CA

PROJECT DESCRIPTION:

Responsible for the preparation of geometric approval drawings, a Project Study Report, environmental clearance, utility clearance, right-of-way mapping and acquisition services, the design and preparation of ultimate and phased roadway widening improvements (two (2) lanes to six (6) lanes), curb and gutter, sidewalk infill, and storm drain improvements to a 2.75-mile segment of Heacock Street, from Cactus Avenue to San Michele Road. The proposed widening improvements necessitated a realignment of Heacock Street south of Iris Avenue and the installation of a new traffic signal at the intersection of Heacock Street/Iris Avenue. The project also required close coordination with engineers and developers for a number of residential and commercial developments on the easterly side of Heacock Street, with Riverside County Flood Control and Water Conservation District and the Army Corps of Engineers in the development of final improvements proposed for the Heacock Street Drainage Channel immediately adjacent to the westerly side of Heacock Street, the City Capital Projects Division in the development of the design of the Heacock Street Bridge located in the middle of the project and with the March Joint Powers Agency in the development of March Air Reserve Base Properties along the westerly side of Heacock Street.

PROJECT TEAM:

- David M. Cospo, P.E.—Project Manager
- Joshua D. Cospo, P.E., P.L.S.—Project Engineer
- Douglas Seymour—Design Manager
- Reza Zolghadr, P.E.—Caltrans Liaison Officer
- Donna A. McConaughy—Utility Coordinator

SCHEDULE:

Estimated Completion Date: June 2011

CONSTRUCTION ESTIMATE:

\$6,000,000

CLIENT:

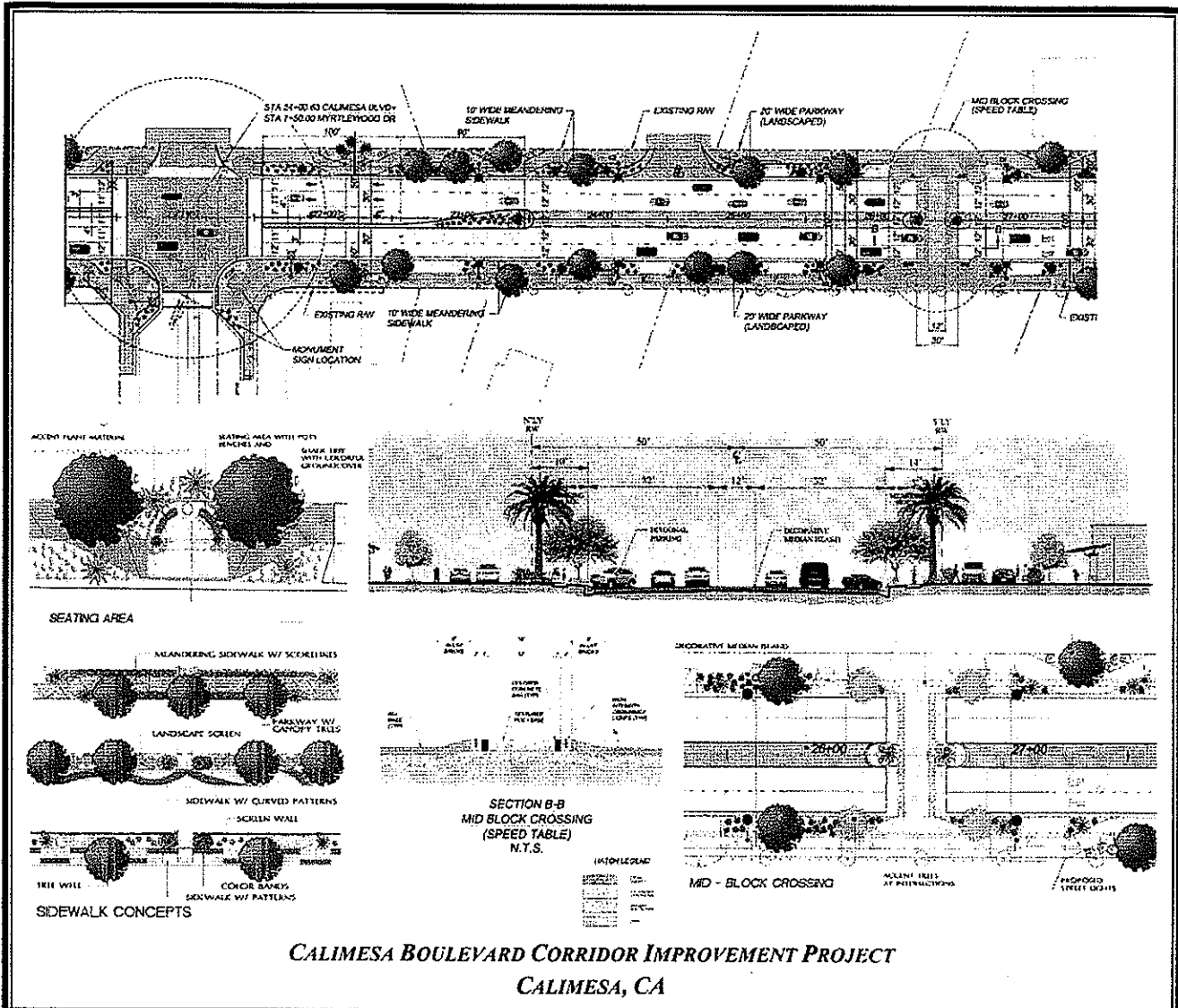
City of Moreno Valley  
Capital Projects Division

CLIENT CONTACT:

Prem Kumar, P.E.—Deputy Public Works Director  
City of Moreno Valley  
Public Works Department  
Capital Projects Division  
14177 Frederick Street  
Moreno Valley, CA 92553

(951) 413-3108





**CALIMESA BOULEVARD CORRIDOR IMPROVEMENT PROJECT**  
**CALIMESA, CA**

**PROJECT DESCRIPTION:**

DMC was responsible for the development of a Master Plan of landscape, street lighting and parking improvements for a 1 (one) mile segment of Calimesa Boulevard (Sandatwood Drive to Avenue L). Upon completion of the Master Plan, DMC designed and prepared PS&E's for the proposed landscape, roadway and traffic calming improvements to this segment of Calimesa Boulevard.

The final components of the proposed improvements were developed through a series of workshops conducted with the City and facilitated by DMC that produced design guidelines for the Master Plan, with design elements, a phasing plan and estimated project construction costs for the initial phase of improvements. The initial phase included the following improvements:

- Landscape/irrigation improvements to the parkways on both sides of Calimesa Boulevard;
- Conduits and pull boxes for future decorative street lighting;
- Parking knuckle improvements (curb and gutter improvements/"T" striping for parking stalls);
- As needed sidewalk, curb and gutter removals and replacements;
- Decorative PCC center-lane;
- Decorative pedestrian crossings at the intersection of Calimesa Boulevard/Myrtlewood Avenue and Calimesa Boulevard/Avenue L;
- Three (3) mid-block crossings with high intensity surface lighting at each crossing.

**PROJECT TEAM:**

David M. Cosper, P.E.—Project Manager  
 Joshua D. Cosper, P.E., P.L.S.—Project Engineer  
 Donna A. McConaughy—Utility Coordinator

**SCHEDULE:**

Estimated Completion Date: June 2011

**CONSTRUCTION ESTIMATE:**

\$2,000,000

**CLIENT:**

City of Calimesa  
 Public Works Department

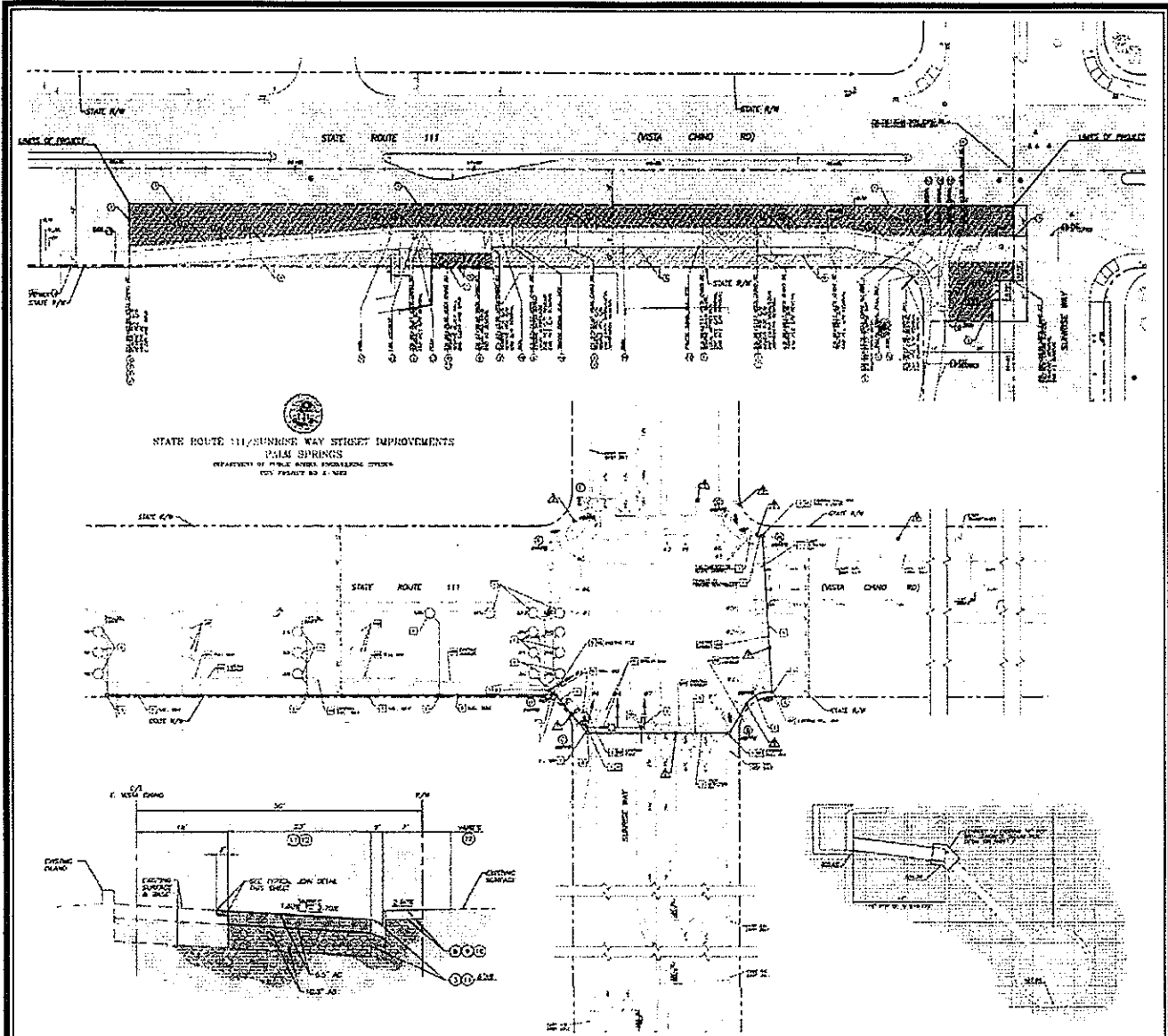
**CLIENT CONTACT:**

Gus Romo—Community Services Director  
 City of Calimesa  
 Community Services Department  
 908 Park Avenue  
 Calimesa, CA 92320

(909) 795-9801 Ext. 229







**VISTA CHINO ROAD/ SUNRISE AVENUE INTERSECTION WIDENING IMPROVEMENT PROJECT  
PALM SPRINGS, CA**

**PROJECT DESCRIPTION:**

Responsible for the design and preparation of PS&E's and the acquisition of necessary Caltrans encroachment permits, including the preparation of two (2) design exception documents required for roadway widening improvements to a 750-foot portion of Vista Chino Road (State Route 111) and a 500-foot segment of Sunrise Way, and traffic signal modifications necessary to accommodate the addition of one (1) thru lane and storm drain improvements to the east bound lanes of Vista Chino Road.

**PROJECT TEAM:**

- David M. Cospes, P.E.—Project Manager
- Joshua D. Cospes, P.E., P.L.S.—Project Engineer
- Douglas Seymour—Design Manager
- Mike Kirk—CADD Manager
- Donna A. McConaughy—Utility Coordinator

**SCHEDULE:**

Construction Completed June 2008

**CONSTRUCTION COST:**

\$500,000

**CLIENT:**

City of Palm Springs  
Engineering Division

**CLIENT CONTACT:**

Marcus Fuller, P.E.—Assistant City Engineer  
City of Palm Springs  
Engineering Division  
3200 E. Tahquitz Canyon  
Palm Springs, CA 92262

(760) 323-8253 Ext. 8744



**FIRM INFORMATION**

Incorporated in the State of California as an "S Corporation" in 1999. DMC's legal name is DMC Design Group, Inc., with a single office located at the following address:

**DMC Design Group, Inc.  
140 North Maple Street, Suite 104  
Corona, CA 92880**

**CORPORATE OFFICERS**

The Corporate Officers for DMC Design Group, Inc., with the authority to bind DMC Design Group, Inc. in contractual agreements, are as follows:

- David M. Cospers – Principal Engineer/President
- Donna A. McConaughy – Owner/Treasurer/Corporate Secretary
- Joshua D. Cospers – Vice President of Production

**PROPOSAL CONTACT**

David M. Cospers, P.E. is the Principal Engineer for DMC and will be DMC's contact person during the proposal evaluation period. Mr. Cospers may be contacted as follows:

- ▶ Office – (951) 549-8100 Ext. 706
- ▶ Cell – (951) 830-9175
- ▶ Fax – (951) 549-8102
- ▶ Email – dmccosper@dmcdg.com

**CORPORATE FINANCIAL CONDITION**

Since its inception in 1999, DMC has experienced strong annual fiscal growth and has yet to have a non-profitable year. Even through the last two (2) economically turbulent years, DMC has managed to provide positive returns to its stockholders. This was largely due to the fiscal management skills and experience of DMC's corporate managers—the same personnel to be assigned to the City's Agua Caliente Cultural Museum Road and Drainage Improvement Project. The results of this effort have allowed DMC to hire highly qualified, skilled and experienced personnel, as well as purchasing and maintaining the necessary tools, equipment and software to complete multiple concurrent projects on time and within budget. To date, DMC has not been involved in any bankruptcies, pending litigations, planned office closures or impending mergers, nor does DMC anticipate any financial conditions that would impede its ability to complete this project. *DMC is fiscally capable of completing this project to the quality standards expected by the City, on time and within budget.*

**QUALIFICATIONS**

Since its inception, DMC has developed a reputation for providing quality work on time and within budget for municipal agencies and special districts for a wide array of comprehensive improvement concepts and designs throughout much of southern California, specifically in the area of roadway widening and traffic signal modification improvements for public agencies. DMC has extensive experience in the preparation of PS&E's, project specific SWPPP and WQMP development, traffic control, and construction phasing, as well as construction management, inspection, and testing services for roadway widening and traffic signal modification improvements. DMC has provided these services to an extensive list of local agencies, including:

**Cities**

- |                |                |                 |              |
|----------------|----------------|-----------------|--------------|
| ▪ Palm Springs | ▪ Lake Forest  | ▪ Colton        | ▪ Pomona     |
| ▪ El Centro    | ▪ Orange       | ▪ Norco         | ▪ Dana Point |
| ▪ Riverside    | ▪ Palm Springs | ▪ Barstow       | ▪ Corona     |
| ▪ Chino Hills  | ▪ La Quinta    | ▪ Moreno Valley | ▪ Calimesa   |





Counties

- Los Angeles
- Riverside
- Orange
- San Bernardino

Special Districts/Agencies

- John Wayne Airport
- Riverside County Flood Control
- Imperial Irrigation District
- Coachella Valley Water District
- Moreno Valley Utility District
- March Joint Powers Association
- Western Municipal Water District
- Eastern Municipal Water District
- Los Angeles Unified School District
- Desert Sands Unified School District

Services provided by DMC to these agencies includes:

- Corridor/Site Theme Development;
- Feasibility Studies;
- Special Studies:
  - Hydrology/Hydraulic Studies
  - Water System/Fire Flow Analysis
  - Traffic Analysis/Warrants Studies
  - Alternative Alignment Studies
  - Project Specific SWPPP/WQMP's
  - Geotechnical/Pavement Evaluations
- Design and Preparation of PS&E's for Municipal Improvement Projects, including:
  - Roadway Widening/Rehabilitation
  - Curb, Gutter and Sidewalk Infill
  - Storm Drain/Flood Control Facilities
  - Water/Sewer Extensions/Relocations
  - Signal Installations/Modifications
  - Striping and Signing
  - Traffic Calming
  - Right-of-Way Documentation
  - Land Entitlements/Subdivisions
  - Traffic Control/Construction Staging
- Utility Coordination, Notification, Conflict Resolution and Relocations/Conversions;
- Environmental Documentation/Clearance;
- Oversight Agency Review/Coordination;
- Construction Management/Inspection Services.

Headquartered in the City of Corona, California, DMC is conveniently located within sixty (60) miles of the City of Palm Springs offices and the project site(s) and within thirty (30) miles of Caltrans District 8 offices in San Bernardino, CA. From our office location, DMC can effectively provide engineering design services to the City of Palm Springs for this project, as we have for many other cities, counties, special districts and private developments throughout much of southern California.

SUBCONSULTANTS

DMC utilizes a team of experienced and highly skilled subconsultants to support its design effort in very specialized areas that require specific expertise and knowledge. DMC's management approach and quality requirements apply equally to its subconsultants. This approach strengthens the bond between our firm and its subconsultants, and creates a seamless approach to providing a diverse and well-prepared Project Team for this project. Our Project Team includes the following sub-consultants:

- *PMC World (PMC) – Environmental Clearance*
- *Diaz Yourman Associates (DYA) – Geotechnical and Materials Testing (DBE Firm)*
- *MA-CM, Inc. (MA-CM) – Construction Support Services*



SCHEDULE OF PERFORMANCE

October 21, 2010

Task Name	Duration	Start	Finish	2011	2012
PHASE 1 - ENVIRONMENTAL APPROVAL AND PROJECT DEVELOPMENT				D J J F M A M J J A S O N D	J F M
Task 1.01 - Project Research	175 days	Mon 1/31/11	Fri 9/2/11	1/31	PHASE 1 - ENVIRONMENTAL APPROVAL
Task 1.02 Initial Site Visit	5 days	Mon 1/31/11	Fri 1/7/11	1/3	Task 1.01 - Project Research
Task 1.03 Project Scope of Work Compliance	0 days	Thu 1/6/11	Thu 1/6/11	1/5	Task 1.02 Initial Site Visit
Task 1.04 Topographic Survey	15 days	Mon 1/31/11	Fri 1/21/11	1/3	Task 1.03 Project Scope of Work Compliance
Task 1.05 Base Map Development	5 days	Mon 1/10/11	Fri 1/14/11	1/10	Task 1.04 Topographic Survey
Task 1.06 Initial Utility Coordinate	10 days	Mon 1/17/11	Fri 1/28/11	1/17	Task 1.05 Base Map Development
Task 1.07 Environmental Clearance	15 days	Mon 1/10/11	Fri 1/28/11	1/10	Task 1.06 Initial Utility Coordinate
PHASE 2 - ENGINEERING DESIGN	170 days	Mon 1/10/11	Fri 9/2/11	1/10	Task 1.07 Environmental Clearance
Task 2.01 Utility Coordination	245 days	Mon 1/31/11	Fri 1/6/12	1/31	Task 1.07 Environmental Clearance
Task 2.02 Utility Potholing	65 days	Mon 1/31/11	Fri 4/29/11	1/31	Task 2.01 Utility Coordination
Task 2.03 Geotechnical Investigation	10 days	Mon 2/28/11	Fri 3/11/11	2/28	Task 2.02 Utility Potholing
Task 2.04 WSPG Study	30 days	Mon 1/31/11	Fri 3/11/11	1/31	Task 2.03 Geotechnical Investigation
Task 2.05 PS&E's	30 days	Mon 1/31/11	Fri 3/11/11	1/31	Task 2.04 WSPG Study
Prepare and Submit 80% Complete PS&E's	125 days	Mon 3/14/11	Fri 9/2/11	3/14	Task 2.05 PS&E's
City/RCFC Review	30 days	Mon 3/14/11	Fri 4/22/11	4/22	Prepare and Submit 80% Complete PS&E's
Prepare and Submit 100% Complete PS&E's	15 days	Mon 4/25/11	Fri 5/13/11	4/25	City/RCFC Review
City/RCFC Review	25 days	Mon 5/16/11	Fri 6/17/11	5/16	Prepare and Submit 100% Complete PS&E's
Prepare and Submit Screen Check PS&E's	15 days	Mon 6/20/11	Fri 7/8/11	6/20	City/RCFC Review
City Review	15 days	Mon 7/11/11	Fri 7/29/11	7/11	Prepare and Submit Screen Check PS&E's
Prepare and Submit Final PS&E's	15 days	Mon 8/7/11	Fri 8/19/11	8/7	City Review
Task 2.06 Additional Site Visits	10 days	Mon 8/22/11	Fri 9/2/11	8/22	Prepare and Submit Final PS&E's
First Site Visit	40 days	Fri 4/22/11	Fri 6/17/11	4/22	Task 2.06 Additional Site Visits
Second Site Visit	0 days	Fri 6/17/11	Fri 6/17/11	6/17	First Site Visit
Task 2.07 Local Assistance Support Services	0 days	Fri 6/17/11	Fri 6/17/11	6/17	Second Site Visit
Task 2.08 RCFC Coordination	95 days	Mon 4/25/11	Fri 9/2/11	4/25	Task 2.07 Local Assistance Support Services
Task 2.09 Bid Support	95 days	Mon 4/25/11	Fri 9/2/11	4/25	Task 2.08 RCFC Coordination
Task 2.10 Construction Support	45 days	Mon 8/5/11	Fri 11/4/11	8/5	Task 2.09 Bid Support
PHASE 3 - RIGHT-OF-WAY SERVICES	45 days	Mon 1/17/11	Fri 1/6/12	1/17	Task 2.10 Construction Support
Task 3.01 Acquisition Documents (3)	165 days	Mon 1/31/11	Fri 9/2/11	1/31	PHASE 3 - RIGHT-OF-WAY SERVICES
Task 3.02 Right-of-Way Coordination	35 days	Mon 1/31/11	Fri 3/18/11	3/21	Task 3.01 Acquisition Documents (3)
Task 3.03 Caltrans Right-of-Way Certification	60 days	Mon 3/21/11	Fri 6/10/11	3/21	Task 3.02 Right-of-Way Coordination
	60 days	Mon 6/13/11	Fri 9/2/11	6/13	Task 3.03 Caltrans Right-of-Way Certification

David M. Cospoer, P.E., Project Manager  
 DMC Design Group, Inc.  
 Project Schedule

CITY TASK  
 DMC TASK  
 Milestone

SubTask Summary  
 Phase Summary  
 Task Summary



**EXHIBIT "E"**  
**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><i>Phase 1 – Environmental Approval and Project Development</i></b>	
Task 1.1 – Project Research	\$ 1,220.00
Task 1.2 – Initial Site Visit	\$ 2,180.00
Task 1.3 – Project Scope of Work Compliance	\$ 1,000.00
Task 1.4 – Topographic Survey	\$ 5,120.00
Task 1.5 – Base Map Development	\$ 3,120.00
Task 1.6 – Initial Utility Coordination	\$ 3,680.00
Task 1.7 – Environmental Clearance Support Services	\$ 29,201.00
<b>Sub-Total Phase 1</b>	<b>\$ 45,521.00</b>
 <b><i>Phase 2 – Engineering Design</i></b>	
Task 2.1 – Utility Coordination	\$ 2,020.00
Task 2.2 – Utility Pothole	\$ 11,270.00
Task 2.3 – Geotechnical Investigations	\$ 5,750.00
Task 2.4 – WSPG Study	\$ 3,060.00
Task 2.5 – Plans, Specifications and Estimates (PS&E's)	
Task 2.5.1 – Plans	\$ 13,980.00
Task 2.5.2 – Technical Specifications	\$ 2,120.00
Task 2.5.3 – Estimates	\$ 2,560.00
Task 2.6 – Additional Site Visits	\$ 1,170.00
Task 2.7 – Local Assistance Support Services	\$ 2,480.00
Task 2.8 – RCFC Coordination	\$ 2,660.00
Task 2.9 – Bid Support	\$ 1,220.00
Task 2.10 – Construction Support	\$ 1,720.00
<b>Sub-Total Phase 2</b>	<b>\$ 50,010.00</b>
 <b><i>Phase 3 – Right-of-Way Services</i></b>	
Task 3.1 – Acquisition Documents (1)	\$ 1,220.00
Task 3.2 – Right-of-Way Coordination	\$ 1,420.00
<b>Sub-Total Phase 3</b>	<b>\$ 2,640.00</b>
 <b>Reimbursable Expenses</b>	 <b>\$ 10,830.00</b>
 <b>Grand Total</b>	 <b>\$109,001.00</b>

**END OF EXHIBIT "E"**

# EXHIBIT "F" SCHEDULE OF PERFORMANCE

Task Name	Duration	Start	Finish	Phase
PHASE 1 - ENVIRONMENTAL APPROVAL AND PROJECT DEVELOPMENT	220 days	Mon 12/11	Fri 11/01/11	2011
Task 1.01 - Project Research	5 days	Mon 12/11	Fri 12/11	12
Task 1.02 Initial Site Visit	0 days	Thu 1/6/11	Thu 1/6/11	18
Task 1.03 Project Scope of Work Compliance	15 days	Mon 1/24/11	Fri 1/21/11	19
Task 1.04 Topographic Survey	5 days	Mon 1/10/11	Fri 1/14/11	170
Task 1.05 Base Map Development	10 days	Mon 1/17/11	Fri 1/28/11	171
Task 1.06 Initial Utility Coordinates	15 days	Mon 1/24/11	Fri 1/28/11	172
Task 1.07 Environmental Clearance	215 days	Mon 1/24/11	Fri 11/01/11	173
PHASE 2 - ENGINEERING DESIGN	325 days	Mon 1/24/11	Fri 4/27/12	2012
Task 2.01 Utility Coordination	150 days	Mon 1/24/11	Fri 8/26/11	174
Task 2.02 Utility Following	10 days	Mon 2/28/11	Fri 3/11/11	175
Task 2.03 Geotechnical Investigation	30 days	Mon 3/14/11	Fri 4/22/11	176
Task 2.04 WSPG Study	30 days	Mon 4/25/11	Fri 6/9/11	177
Task 2.05 P&E's	145 days	Mon 6/6/11	Fri 12/23/11	178
Prepare and Submit 80% Complete P&E's	45 days	Mon 6/6/11	Fri 8/5/11	179
City/RCFC Review	15 days	Mon 8/29/11	Fri 9/26/11	180
Prepare and Submit 100% Complete P&E's	30 days	Mon 8/29/11	Fri 10/7/11	181
City/RCFC Review	15 days	Mon 10/18/11	Fri 10/28/11	182
Prepare and Submit Screen Check P&E's	15 days	Mon 10/31/11	Fri 11/18/11	183
City Review	15 days	Mon 11/21/11	Fri 12/9/11	184
Prepare and Submit Final P&E's	10 days	Mon 12/13/11	Fri 12/23/11	185
Task 2.06 Additional Site Visit	45 days	Fri 8/5/11	Fri 10/7/11	186
Final Site Visit	0 days	Fri 8/5/11	Fri 8/5/11	187
Second Site Visit	0 days	Fri 10/7/11	Fri 10/7/11	188
Task 2.07 Local Assistance Support Services	100 days	Mon 8/6/11	Fri 12/23/11	189
Task 2.08 RCFC Coordination	100 days	Mon 8/6/11	Fri 12/23/11	190
Task 2.09 Bid Support	45 days	Mon 12/26/11	Fri 2/24/12	191
Task 2.10 Construction Support	45 days	Mon 2/27/12	Fri 4/27/12	192
PHASE 3 - SHORT-OF-WAY SERVICES	86 days	Mon 1/27/11	Fri 3/16/12	2012
Task 3.01 Acquisition Document	35 days	Mon 11/7/11	Fri 12/23/11	193
Task 3.02 Right-of-Way Coordination	50 days	Mon 12/26/11	Fri 3/16/12	194

October 21, 2010

SCHEDULE OF PERFORMANCE  
RFP #05-11 Agnes Caliente Cultural Museum Road and Storm Drain Improvements  
City of Las Vegas, NV  
Federal AIG Project No. PL100-06-232, (032), & HFLUX-5232 (033)

2011 2012

PHASE 1 - ENVIRONMENTAL APPROVAL AND PROJECT DEVELOPMENT

PHASE 2 - ENGINEERING DESIGN

PHASE 3 - SHORT-OF-WAY SERVICES

Task Summary

Task Summary

Sub/Task Summary

CITY TASK

DMIC TASK

Milestone

Success

David M. Cooper, P.E., Project Manager  
DMIC Design Group, Inc.  
Project Director