



City Council Staff Report

Date: June 15, 2011

CONSENT CALENDAR

Subject: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC., FOR ON-CALL ENGINEERING PLAN CHECK SERVICES

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

The Public Works & Engineering Department relies on the services of a professional consulting firm to provide on-call plan check services for street, sewer, grading, traffic signal and other improvement plans, subdivision maps and technical reports related to proposed and/or approved development projects located in the City. The current agreement expires July 1, 2011, and approval of this item will authorize a new multi-year agreement for these services.

RECOMMENDATION:

- 1) Approve Agreement No. _____ with Engineering Resources of Southern California, Inc., a California corporation, for "on-call" engineering plan check services for an initial three (3) year term, subject to two (2) additional one (1) year extensions; and
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The City of Palm Springs Public Works & Engineering Department requires As-Needed, "On-Call" civil engineering plan check services for a variety of future private development projects. The full extent of required civil engineering plan check services is not known at the present time, however, generally the Department anticipates the need for professional review of street, sewer, grading, traffic signal and other improvement plans, subdivision maps and technical reports related to proposed and/or approved development projects located in the City.

On September 6, 2006, the City Council approved Agreement No. 5332 with Engineering Resources of Southern California, Inc. to provide the City with on-call engineering plan check services. The term of the agreement was for a three-year initial term with two, 1 year extensions. The term of the current agreement expires July 1, 2011. Therefore, staff prepared a Request for Proposals (RFP) to solicit a new agreement for on-call civil engineering plan check services.

On February 24, 2011, the RFP was published and made available to firms through the City's Division of Procurement and Contracting, and by the March 29, 2011, deadline, proposals from the following 6 firms were received:

Harris & Associates; Irvine, CA
Bureau Veritas North America, Inc.; San Diego, CA
Engineering Resources of Southern California, Inc.; Hemet, CA
Urban Logic Consultants, Inc.; Temecula, CA
Quantum Consulting, Inc.; Torrance, CA
Charles Abbott Associates, Inc.; Mission Viejo, CA

Following review of the proposals by a Selection Committee, a clear consensus of Engineering Resources of Southern California, Inc., as the top ranked firm was made.

FISCAL IMPACT:

Fees for civil engineering plan check services are paid by developers in accordance with the City's comprehensive fee schedule. These fees currently cover the cost for plan check services and City staff time to administer and coordinate the plan check process. The fees proposed by Engineering Resources of Southern California for the new contract term remain unchanged, equivalent to fees they first proposed in 2006. Payments made to the consultant for on-call civil engineering plan check services are paid from deposits collected, out of expenditure account 001-4171-43270.

SUBMITTED:

Prepared by:




Marcus L. Fuller
Assistant Director of Public Works

Recommended by:



David J. Barakian
Director of Public Works/City Engineer

Approved by:


David H. Ready, City Manager

Attachments: Agreement

**PROFESSIONAL SERVICES AGREEMENT
"ON CALL" CIVIL ENGINEERING PLAN CHECK SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into, and effective on _____, 201__, between the CITY OF PALM SPRINGS, a California charter city and municipal corporation, ("City") and ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, 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 "on call" civil engineering plan check services for various projects throughout the City ("Project").

B. Consultant has submitted to City a proposal to provide "on call" civil engineering plan check services to the City 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; (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 "B" and "C", 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: (1st) the provisions of the Scope of Services (Exhibit "A"); (2nd) the provisions of the City's Request for Proposal (Exhibit "B"); (3rd) the terms of this Agreement; and, (4th) the provisions of the Consultant's Proposal (Exhibit "C").

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 [Reserved.]

2. COMPENSATION

2.1 Maximum Contract Amount. City and Consultant hereby acknowledge and agree that the scope of services required by this Agreement is subject to fluctuation due to factors controlling the pace of development within the City of Palm Springs beyond City's control; and no guarantee of the volume of plan-check services required of Consultant under the terms of this Agreement is made by the City. The annual level of plan-check activity required by this Agreement is unknown, and may significantly increase or decrease from year to year. In acknowledgement of the unknown volume of plan-check services required hereunder, City and Consultant hereby acknowledge and agree that there shall be no specific "Maximum Contract Sum". For the services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "D" and incorporated herein by this reference.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment for time and materials based upon the Consultant's Schedule of Hourly Billing Rates as shown on Exhibit "D-1", or (iii) such other methods as may be specified in the Schedule of Compensation. Compensation shall include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense, and all other necessary expenditures required to perform the professional services under this Agreement. Compensation shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City; Consultant shall not be entitled to any additional compensation for attending said meetings. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefore.

It is expressly agreed that the maximum contract amount of this Agreement is undefined, subject to the volume of plan-check services required throughout the duration of the term of this Agreement. It is further expressly agreed that this Agreement shall operate on a "pass-through" basis, with plan check fees collected by the City from a developer in accordance with the City of Palm Springs Comprehensive

Fee Schedule, and/or on the basis of the Schedule of Hourly Billing Rates attached hereto as Exhibit "D-1" (as may be increased pursuant to the terms of this Agreement) for professional services rendered on the basis of time and materials. In no case shall Consultant be entitled to compensation unless or until the City has received payment from the developer for the required services or costs. The term "developer" used herein shall be considered to include the owner, lessee, authorized agent or other designated party proposing development of private or public property within the City of Palm Springs, and may consist of a private individual, company, corporation, or other legally recognized entity; and further, may include a professional consultant hired by the developer to perform design services on their behalf associated with the proposed development.

2.2. Method of Payment. Unless another method of payment is specified in the Schedule of Compensation (Exhibit "D"), 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 "E"), 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; 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. The term of this Agreement shall commence on July 1, 2011. Unless earlier terminated under the terms of this Agreement, this Agreement shall continue in full force and effect for three (3) years, until July 1, 2014. At the sole discretion of the Director of Public Works/City Engineer, upon written notice to Consultant and the City Clerk, the term of this Agreement may be extended for two (2) additional one (1) year terms. Said notice shall be delivered prior to July 1, 2014, for the initial one (1) year extension (if granted); and prior to July 1, 2015, for the final one (1) year extension (if granted). In no event shall the term of this Agreement extend beyond July 1, 2016.

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: Matt Brudin, President. 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 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: Engineering Resources of Southern California
3550 East Florida Ave., Suite B
Hemet, CA 92544
Attention: Matt Brudin
Telephone: (951) 765-6622
Facsimile: (951) 765-6621

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.

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

10.6 Third Party Beneficiary. Except as may be expressly provided for 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 to this Agreement.

10.7 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.

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

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. _____

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.

CONSULTANT NAME:

Engineering Resources of Southern California

Check one ___ Individual ___ Partnership X Corporation

3550 East Florida Ave., Suite B
Address

Hemet, CA 92544

By _____
Signature (Notarized)

By _____
Signature (Notarized)

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: _____

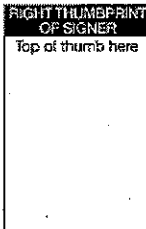
Signer(s) Other Than Named Above: _____

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: _____

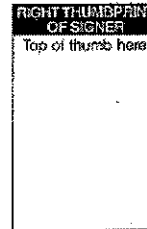
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



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EXHIBIT "A"
SCOPE OF SERVICES

Consultant shall provide first class work and services for plan-checking of various development items, consisting of: improvement plans (rough grading, street, sewer, storm drain, on-site grading/paving, traffic signal, traffic striping/signage, and various other improvements); subdivision maps (final tract maps and parcel maps); and professional studies (hydrology/hydraulic, sewer, traffic, geotechnical, water quality management plans, and various others studies).

Consultant shall provide a thorough and complete initial plan-check using the highest professional standards. An initial plan-check shall be provided in conformance with City of Palm Springs standards, civil engineering design guidelines appropriate for the type of work (Standard Specifications for Public Works Construction "Greenbook", State of California Standards "Caltrans" Specifications, Caltrans Highway Design Manual, and various other design guidelines), as well as all relevant ordinances, resolutions, statutes, rules, and regulations of the City, and all other local, state or federal governmental agency having jurisdiction over the type and location of the development activity.

Consultant shall review development items (plans, maps, or professional studies) in conformance with and in relation to the following related items:

- ◆ Adopted "Conditions of Approval", by City Council Resolution (relative to Planned Development Districts, Tentative Tract/Parcel Maps, Architectural Approvals, Conditional Use Permits, etc.)
- ◆ Approved Site Plans or Tentative Maps
- ◆ Planning Department comments, as relevant
- ◆ Title Report, Current Tax Bill or other property ownership verification
- ◆ Professional Studies (geotechnical, hydrology, sewer, traffic, water quality management plan, etc.)
- ◆ Verification of issuance of a General Construction Activity Storm Water Permit, if required
- ◆ Grants or Vacations of Right-of-Way, as relevant
- ◆ Traverse, Lot and Tract Boundary Closures for final or parcel maps
- ◆ Reference maps, Assessor Maps, and other information related to final or parcel maps
- ◆ Engineering Department Plan-Check Check Lists

Consultant shall ensure that all "Conditions of Approval" are met, such as: required frontage improvements (sidewalk/bikeway widths, color and treatment); required street pavement section and street design; minimum/maximum percentage slopes; and parking lot layout and design (in conformance with the Zoning Code), as an example. The Consultant shall follow the Engineering Department's current Improvement Plan Check Sheets to ensure that minimum standards are met; and, shall ensure that the current General Notes are included on the first sheet of each plan set. Consultant shall perform a field visit of each development location to review proposed improvements and confirm that they correlate with existing improvements in and around the project site.

In reviewing final or parcel maps; Consultant shall ensure that all "Conditions of Approval" are met, such as: required public and private right-of-way or easement

EXHIBIT "A"
SCOPE OF SERVICES

dedications, right-of-way vacations, land transfers, conservation or public space easements, and drainage/public utility easement dedications, as an example. Consultant shall ensure that all final or parcel maps are technically correct and meet current local and state regulations. Consultant shall review the title report for subdivision guarantee and determine that the final or parcel map boundary is consistent with the description given in the title report; as well as ensure that the appropriate signatories and executors of the final or parcel map are consistent with the current vesting ownership indicated in the title report.

Upon completion of the first (initial) plan-check, Consultant shall provide a complete and thorough itemized written list of plan-check comments for use by the developer's consultant in revising the initial plans, map or professional study. Consultant shall provide first plan-check comments of such detail and completeness so new plan-check comments on subsequent plan-check submittals are avoided, if at all possible, except when as a result of changes or modifications to the initial plans. Consultant shall maintain its own plan-check files with copies of initial and subsequent drafts of plans or maps, plan-check comments from the initial and subsequent reviews, and relevant documentation and data.

Throughout the plan-check process, Consultant shall be available to meet, as necessary, with the Engineering Department and/or the developer's consultant to discuss plan-check review comments.

All plan-check services shall be performed by or under the responsible charge of a California licensed professional eligible to prepare and sign the type of map, plan, or professional study being reviewed. For improvement plans, Consultant shall sign and stamp original, signed mylar plans when ready for approval by the City Engineer; and, shall submit an approval letter to the City Engineer stating that the subject improvement plans has been reviewed and approved by the Consultant. For maps, Consultant shall submit an approval letter to the City Engineer stating that the subject map has been reviewed and approved by the Consultant. For professional studies, Consultant shall submit an approval letter to the City Engineer stating that the subject professional study has been reviewed and approved by the Consultant.

Consultant shall review revisions to previously approved improvement plans, when requested.

Consultant shall provide expedited or "fast track" plan-checking, when requested.

Consultant shall provide development entitlement review, and prepare Engineering "Conditions of Approval" for development applications, when requested.

Consultant shall provide civil engineering design services for City projects, pursuant to negotiated fee in accordance with the schedule of compensation.

END OF EXHIBIT "A"

EXHIBIT "B"

CITY'S REQUEST FOR PROPOSALS FOLLOWS THIS PAGE

**CITY OF PALM SPRINGS, CA
NOTICE INVITING PROPOSALS FOR RFP #03-11
CIVIL ENGINEERING PLAN CHECK SERVICES**

NOTICE IS HEREBY GIVEN that the City of Palm Springs is requesting proposals from qualified professional firms to provide the City with on-call civil engineering plan check services.

PROJECT LOCATION: On-call, city wide.

SCOPE OF SERVICES: The scope of work will consist of providing civil engineering plan-check services of various development items, consisting of improvement plans (including, but not limited to rough grading, street, sewer, storm drain, on-site grading/paving, traffic signal, traffic striping/signage); subdivision maps (final tract maps and parcel maps); and professional studies (including, but not limited to hydrology/hydraulic, sewer, traffic, geotechnical, stormwater pollution prevention/NPDES and water quality management plans).

OBTAINING RFP DOCUMENTS AND ADDENDA: The RFP document may be downloaded via the internet at www.palmspringsca.gov (go to Departments, Procurement, Open Bids & Proposals), or by calling the Office of Procurement and Contracting, (760) 322-8373. Upon downloading the RFP via the internet, contact Cheryl Martin, Procurement Specialist I, via email at 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, TUESDAY, MARCH 29, 2011.** 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.

PROPOSALS TO REMAIN OPEN: The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

Craig L. Gladders, C.P.M.
Procurement and Contracting Manager
February 17, 2011



**CITY OF PALM SPRINGS, CA
REQUEST FOR PROPOSALS (RFP) #03-11
CIVIL ENGINEERING PLAN CHECK SERVICES**

Requests for Proposals (RFP #03-11), for professional services related to providing on-call civil engineering plan check services 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, TUESDAY, MARCH 29, 2011**. It is the responsibility of the respondent to see that any proposal sent through the mail, or by 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 proposals. Telegraphic, telephonic, faxed or emailed RFP proposals will not be accepted. Late RFP proposals will be returned unopened. Failure to register as a Proposer 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 proposal 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 on-call civil engineering plan check services, (hereinafter the "Project"). The selected firm will be expected to provide various professional services as necessary to complete review and approval of various plans, map and studies for the City.

Timely review of improvement plans, associated technical studies, and final or parcel maps is vital to the successful development of the City of Palm Springs. In order to promote a "business friendly" environment, the City of Palm Springs expects its civil engineering plan-check consultant to be aware and sensitive of the cost to the development community of delays attributed to plan-check review, and to adhere to expected performance schedules, provide complete and thorough initial plan-check review, and be available as necessary to address issues regarding plan-check items. A civil engineering plan-check consultant shall consider its plan-check "contracts" as important as its own in-house projects.

Firms interested in this RFP #03-11 are cautioned that in responding to this solicitation, and if selected by the City to provide on-call civil engineering plan check services for the City, they agree that they will not prepare improvement plans, associated technical studies, and final or parcel maps for development projects located within the City of Palm Springs during the term of their agreement. It is the intention of the City to retain one plan check consultant to maintain consistency with its plan check services, therefore, a back-up plan check consultant would not be available to review items prepared by the selected consultant for these services.

SCHEDULE:

Notice requesting Proposals posted and issuedFebruary 24, 2011
Deadline for receipt of Questions.....Monday, March 21, 2011, 3:00 P.M.
Deadline for receipt of Proposals..... Tuesday, March, 29, 2011, 3:00 P.M.
Short List / Interviews/, **if desired by City* to be determined

Contract awarded by City Council..... to be determined

NOTE: There will NOT be a pre-proposal conference for this procurement.

***Dates above are subject to change.**

2. BACKGROUND: The City of Palm Springs currently uses contractual civil engineering plan-check services to provide necessary independent review of private development improvement plans, maps, and technical studies and reports for projects within the City. The term of the current civil engineering plan-check service contract expires June 30, 2011, requiring the City to conduct a new competitive process to make an award for the next contract period beginning July 1, 2011. The City intends to award one contract for all plan-checking services and the term shall be for three years, with two one-year extensions upon approval of the City Engineer and mutual consent of the consultant, for a total maximum term of five years.

The City of Palm Springs Engineering Department coordinates the review and approval of all improvement plans related to private development (excluding building and related plans), consisting of a variety of grading plans, street improvement plans, storm drain improvement plans, sewer improvement plans, traffic signal improvement plans, on-site improvement (grading and paving) plans, as well as a variety of other types of construction improvement plans and final/parcel maps. In addition to individual plan check review, the City's civil engineering plan-check consultants have provided independent review of technical studies and reports (including sewer studies, traffic studies, geotechnical reports, stormwater pollution prevention/NPDES plans, and water quality management plans), and render appropriate review of the analysis and proposed mitigation.

The fees currently charged by the City of Palm Springs for plan-check services, which include a flat rate per sheet fee paid to the consultant and City overhead, are as follows:

Grading Plans (including on-site Grading/Paving Plans)

Parcel size less than 15,000 SF: \$889 per sheet

Parcel size 15,000 SF to 4 acres: \$1,489 per sheet

Parcel size 4 acres or more: \$2,732 per sheet

Improvement Plans

Street Plans (public and private): \$891.28 per sheet

Traffic Signage & Striping Plans: \$798.67 per sheet

Sewer Plans (public and private): \$775.52 per sheet

Storm Drain Plans (City maintained or private): \$891.28 per sheet

Maps

Parcel Maps: \$999 per sheet

Final Maps (or Parcel Maps with 5+ parcels): \$1,222 per sheet

Professional Services/Technical Reports/Studies and Additional Services:

Payment of actual review time (including second and third reviews, if required) based on hourly rates.

Expedited "Fast Track" Fee

150% of the normal civil engineering plan-check fees, as stated above.

Currently, for civil engineering plan-check services of plans or maps, the City of Palm Springs requires the following schedule of performance:

- ◆ Initial draft (first submittal) shall be picked up at the Engineering Department within 2 working days of notification

- ◆ First submittal shall be reviewed, checked for accuracy, and returned to the City within 2 working days plus 1 working day per sheet following pick-up from the Engineering Department
- ◆ Second and subsequent drafts shall be picked up at the Engineering Department within 2 working days of notification
- ◆ Second and subsequent drafts shall be reviewed, checked for correction of plan-check comments and returned to the City within 2 working days plus 1 working day per sheet following pick-up from the Engineering Department
- ◆ Working days are Monday through Friday, not counting City Holidays
Note: Although the City may continue employee furloughs and/or implement a four day work week where City Hall is closed on Fridays, the consultant shall be required to consider Friday as a working day in compliance with performance of their plan check services.

Example of a 3-sheet plan-check performance:

- ◆ Notified on Day 1 (i.e. Monday)
- ◆ Pick-up by Day 3 (i.e. Wednesday)
- ◆ Return by Day 8 (i.e. following Wednesday)

At times, the development community requests an expedited "fast track" plan-check review process. Currently, for fast track plan-checking, the performance schedule is accelerated by 50% of the normal performance schedule, as follows:

- ◆ Initial draft (first submittal) shall be picked up at the Engineering Department within 1 working day of notification
- ◆ First submittal shall be reviewed, checked for accuracy, and returned to the City within 1 working day plus ½ working day per sheet following pick-up from the Engineering Department
- ◆ Second and subsequent drafts shall be picked up at the Engineering Department within 1 working day of notification
- ◆ Second and subsequent drafts shall be reviewed, checked for correction of plan-check comments, and returned to the City within 1 working day plus ½ working day per sheet following pick-up from the Engineering Department

Example of a 3-sheet plan-check performance:

- ◆ Notified on Day 1 (i.e. Monday)
- ◆ Pick-up by Day 2 (i.e. Tuesday)
- ◆ Return by mid-Day 4 (i.e. noon Friday)

For professional studies, an appropriate amount of review time depending upon the scope and extent of the study, not to exceed 5 working days, is allowed. The review time for a specific professional study upon first (initial) submittal shall be mutually agreed upon by the Engineering Department and the civil engineering plan-check consultant assigned to perform the review.

Currently, for civil engineering plan-check services, the City of Palm Springs provides a lump sum payment to its civil engineering plan-check consultants following review and approval up to the third submittal (draft) of an item for plan-checking (improvement plan, map, or professional report). The City of Palm Springs expects its civil engineering plan-check consultants to perform a thorough and complete plan-check of the initial (first) submittal, and the developer's consultant to address the plan-checker's initial comments such that final plans are ready for approval and the City Engineer's signature upon completion of the third submittal.

In the event this expectation is not achieved, the Engineering Department will review outstanding plan-check comments and determine if additional plan-check service fees shall be assessed to the developer. In those cases where it is determined plan-check comments have not been addressed to the City's satisfaction, an additional plan-check service fee of 50% the

normal fee shall be assessed for subsequent reviews of items for plan-check following the third submittal.

However, the Engineering Department will not approve additional plan-check service fees in the event it has been demonstrated that new plan check comments were identified on second and subsequent reviews which should have been identified on the first submittal.

In the event a plan check item is not resubmitted for review after 3 months following a previous plan-check, the item is considered "dead", and the Engineering Department allows its civil engineering plan-check consultants to request a 50% lump sum payment. In the event a plan check item has gone two or more plan-check cycles and the project is withdrawn, the Engineering Department allows its civil engineering plan-check consultants to request the remaining 50% lump sum payment, or in the event a previous partial payment was not made, to request the entire lump sum payment.

3. SCOPE OF WORK:

City of Palm Springs civil engineering plan-check consultants shall provide first class work and services for plan-checking of various development items, consisting of: improvement plans (rough grading, street, sewer, storm drain, on-site grading/paving, traffic signal, traffic striping/signage, and various other improvements); subdivision maps (final tract maps and parcel maps); and professional studies (hydrology/hydraulic, sewer studies, traffic studies, geotechnical reports, stormwater pollution prevention/NPDES plans, water quality management plans, and various others studies).

In conformance with the approved performance schedule, civil engineering plan-check consultants shall provide a thorough and complete initial plan-check using the highest professional standards. An initial plan-check shall be provided in conformance with City of Palm Springs standards, civil engineering design guidelines appropriate for the type of work (Standard Specifications for Public Works Construction "Greenbook", State of California Standards "Caltrans" Specifications, Caltrans Highway Design Manual, and various other design guidelines), as well as all relevant ordinances, resolutions, statutes, rules, and regulations of the City, and all other local, state or federal governmental agency having jurisdiction over the type and location of the development activity.

The Engineering Department will not accept a development item for initial plan-check until a complete plan-check package is provided by the developer. The civil engineering plan-check consultant shall be expected to review development items (plans, maps, or professional studies) in conformance with and in relation to the following related items:

- ◆ Adopted "Conditions of Approval", by City Council Resolution (relative to Planned Development Districts, Tentative Tract/Parcel Maps, Architectural Approvals, Conditional Use Permits, etc.)
- ◆ Approved Site Plans or Tentative Maps
- ◆ Planning Department comments, as relevant
- ◆ Title Report, Current Tax Bill or other property ownership verification
- ◆ Professional Studies (geotechnical, hydrology, sewer, traffic, etc.)
- ◆ Verification of issuance of a General Construction Activity Storm Water Permit, if required
- ◆ Grants or Vacations of Right-of-Way, as relevant
- ◆ Traverse, Lot and Tract Boundary Closures for final or parcel maps
- ◆ Reference maps, Assessor Maps, and other information related to final or parcel maps

In reviewing improvement plans; the civil engineering plan-check consultant shall ensure that all "Conditions of Approval" are met, such as: required frontage improvements (sidewalk/bikeway widths, color and treatment); required street pavement section and street design;

minimum/maximum percentage slopes; and parking lot layout and design (in conformance with the Zoning Code), as an example. The Consultant shall follow the Engineering Department's current Improvement Plan Check Sheets to ensure that minimum standards are met; and, shall ensure that the current General Notes are included on the first sheet of each plan set. The Consultant shall be expected to physically visit each development location and to ensure that improvement plans subject to plan-check review "fit" within the real world.

In reviewing final or parcel maps; the civil engineering plan-check consultant shall ensure that all "Conditions of Approval" are met, such as: required public and private right-of-way or easement dedications, right-of-way vacations, land transfers, conservation or public space easements, and drainage/public utility easement dedications, as an example. The Consultant shall ensure that all final or parcel maps are technically correct and meet current local and state regulations. It shall be the Consultant's responsibility to review the title report for subdivision guarantee and determine that the final or parcel map boundary is consistent with the description given in the title report; as well as ensure that the appropriate signatories and executors of the final or parcel map are consistent with the current vesting ownership indicated in the title report.

Upon completion of the first (initial) plan-check, the Consultant shall provide a complete and thorough itemized written list of plan-check comments for use by the developer's consultant in revising the initial plans, map or professional study. The Engineering Department shall expect the first plan-check comments to be of such detail and completeness so new plan-check comments on subsequent plan-check submittals are avoided, if at all possible, except when as a result of changes or modifications to the initial plans. The Consultant shall maintain its own plan-check files with copies of initial and subsequent drafts of plans or maps, plan-check comments from the initial and subsequent reviews, and relevant documentation and data. The Consultant shall scan all red-lined plans returned to the developer's consultant for correction as part of its plan-check file, and shall make the scanned plans available to the City upon request.

Throughout the plan-check process, the Consultant shall be expected to be available to meet, as necessary, with the Engineering Department and/or the developer's consultant to discuss plan-check review comments. Fees for time required to meet with City staff or the developer's consultant shall be included in the plan-check service fee charged by the Consultant, and shall not be separately paid for outside of the plan-check process.

All plan-check services shall be performed by or under the responsible charge of a California licensed professional eligible to prepare and sign the type of map, plan, or professional study being reviewed. The Consultant shall sign and stamp original, signed mylar plans when ready for approval by the City Engineer; and, shall submit an approval letter to the City Engineer stating that the subject development item (improvement plan, map or professional study) has been reviewed and approved by the Consultant.

The Consultant shall agree to all requests for expedited or "fast track" plan-checking, in conformance with the approved "fast track" performance schedule.

The Consultant shall NOT subcontract or assign work to other consultants or firms unless identified in the original proposal and approved by the City in award of the professional services agreement to the selected consultant. Subsequent substitution of subconsultants shall not be allowed unless otherwise specifically authorized by the Director of Public Works/City Engineer.

4. PROPOSAL 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.

The proposal shall include the following relevant information:

- A discussion of previous plan-check service experience.
- A discussion of experience with municipal government, private development, and civil engineering and public works projects.
- A discussion of recent experience preparing plans, technical studies or maps for private development projects located in the City of Palm Springs; include specific examples (if any).
- A listing of the specific individuals who will be assigned to perform plan-checking, including their experience and professional qualifications.
- A statement regarding the availability of qualified staff to provide required plan-check services.
- Identify insurance policies carried by your firm and identify any difficulties your firm would encounter in meeting the City's insurance requirements (identified in the City's standard Contract Services Agreement – **see Attachment "1"**).
- After carefully reviewing the City's standard Contract Services Agreement, identify any terms and conditions that your firm, if selected, would request to have modified. Describe the basis for any such requests and provide the language your firm would request to use in lieu of the City's standard language.
- A discussion of and answers to the following questions:
What change, if any, would be proposed to the current performance schedule?
What change, if any, would be proposed to the current "fast track" performance schedule?
If your firm has been retained in the recent past to prepare plans, studies or maps for private development projects located in the City of Palm Springs, what are the firm's intentions if awarded the on-call plan check services agreement? Explain how a conflict of interest would be avoided in the event the firm is retained by the private development community to prepare plans, studies or maps for projects located in Palm Springs.

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

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

6. PROPOSAL EVALUATION CRITERIA: This solicitation has been developed in the "Request for Proposals" (RFP) format. Accordingly, firms should take note that the City will consider multiple criteria in selecting the most qualified firm. Consistent with Federal, State and Local laws for the acquisition of professional services, price is **NOT** an evaluation criteria. Cost proposals submitted in **separate** sealed 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. Should successful negotiations not occur with the highest ranked firm, the City may, at its sole discretion, choose to enter into negotiations with the second highest ranked firm, and so on.

PRIOR CITY WORK If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, and presentations if requested. All proposals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive proposals to this RFP. The Evaluation Committee may request, if desired by City, formal presentations/interviews from 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 if conducted, 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 proposals so that they correspond to and are identified with the following specific evaluation criteria:

A. Project Understanding (20 POINTS):

The firm's proposal adequately demonstrates an understanding of the Project and familiarity with private development within the Coachella Valley; familiarity with on-call plan checking services for a municipal government.

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 performance schedule, including the expected time commitment of key personnel, and their technical approach to plan-checking.

C. Staff Qualifications (25 POINTS):

Qualifications of the staff assigned to manage and provide services related to the Project; and familiarity with private development within the Coachella Valley; experience with on-call plan checking services for a municipal government..

Note: This evaluation criteria requires that the proposal identify specific experience with on-call plan checking services. Relevant experience must be demonstrated.

D. Firm Qualifications (25 POINTS):

Past experience with on-call plan checking services for a municipal government.

E. Local Expertise Demonstrated on the Team (0, 2 or 5 POINTS):

Firms that qualify as a Local Business, or employ local sub-consultants, and submit a valid business license as more fully set forth in Section F.1 below, pursuant to the City of Palm Springs Local Preference Ordinance 1756). The full local preference, five (5) points, will be awarded to those that qualify as a Local Business. Two (2) points will be awarded to a non-local business that employs or retains local residents and/or firms for this project.

Non-local firms that do not employ or retain any local residents and/or firms for this project shall earn zero (0) points for this criteria.

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 proposals 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 is OK),** 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 page limit. Interested firms shall **submit SIX (6) copies (one marked "Original" plus five copies)** of its proposal by the deadline.

All proposals shall be sealed within one package and be clearly marked, "RFP #03-11, REQUESTS FOR PROPOSALS FOR CIVIL ENGINEERING PLAN CHECK SERVICES". Within the sealed proposal package, the Cost Proposal shall be separately sealed from the Work Proposal. **Proposals not meeting the above criteria may be found to be non-responsive.**

EACH PROPOSAL PACKAGE MUST INCLUDE TWO (2) SEPARATELY SEALED ENVELOPES:

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

- Completed Signature authorization and Addenda Acknowledgment (see Attachment A)
- If applicable, your specific request for Local Preference (reference Attachment A) and a copy of a valid business license from a jurisdiction in the Coachella Valley.

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

SECTION A: PROJECT UNDERSTANDING

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

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

SECTION B: SCOPE OF WORK

B.1 Provide examples of the firm's plan check services check lists, flow charts, and/or plan check process outline.

B.2 Include examples of typical plan check procedures, and methods of resolving critical disputes between plan check consultants and developer's consultants.

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 on-call civil engineering plan check services for a municipal government. Detailed project information, including dates project started and completed, local agency contact information, and other appropriate supporting information shall be provided.

SECTION D: FIRM QUALIFICATIONS

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

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

D.3 Describe the firm's background and qualifications in the type of effort that this project will require, specifically identifying experience with on-call civil engineering plan check services for a municipal government.

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: LOCAL EXPERTISE DEMONSTRATED ON THE TEAM

E.1 Pursuant to the City of Palm Springs Local Preference Ordinance 1756, in awarding contracts for services, including consultant services, preference to a Local Business shall be given whenever practicable and to the extent consistent with the law and interests of the public. The term "Local Business" is defined as a vendor, contractor, or consultant who has a valid physical business address located within the Coachella Valley, at least six months prior to bid or proposal opening date, from which the vendor, contractor, or consultant operates or performs business on a day-to-day basis, and holds a valid business license by a jurisdiction located in the Coachella Valley. "Coachella Valley" is defined as the area between the Salton Sea on the south, the San Jacinto and Santa Rosa Mountains on the west, and the Little San Bernardino Mountains on the east and north. For the purposes of this definition, "Coachella Valley" includes the cities of Beaumont and Banning and the unincorporated areas between Banning and the City of Palm Springs. Post office boxes are not verifiable and shall not be used for the purpose of establishing such physical address.

The consultant will also, to the extent legally possible, solicit applications for employment and proposals from subconsultants for work associated with the proposed contract from local residents and firms as opportunities occur and hire qualified local residents and firms whenever feasible.

In order for a business to be eligible to claim the preference, the business **MUST request the preference in the Solicitation response (see Attachment A) and provide a copy of its current business license (or of those it employs for this project) from a jurisdiction in the Coachella Valley.**

E.2 List all team members with local expertise. Clearly define their role in the overall project.

Envelope #2, clearly marked "Cost Proposal", shall include the following items:

The Consultant shall be required to provide a discussion of and answers to the following questions:

- What change, if any, would be proposed to the current plan-check service fee schedule?
- What change, if any, would be proposed to the current "fast track" plan-check service fee schedule?
- What are the existing fees for plan check services for any of the on-going plan check agreements your firm has with other municipal governmental agencies?

Firms shall note that current plan check fees collected on a flat rate per sheet basis include compensation paid to the plan check consultant and an appropriate rate for reimbursement of City staff time and overhead to coordinate plan check services. Changes to rates proposed by firms shall identify the rate to be paid to the consultant and the corresponding rate for City overhead which represents the total fee to be charged to the development community.

Fee Schedule: the Consultant shall provide a plan-check service fee schedule in the same format and manner as discussed in Section 2 "Background", indicating the proposed plan-check service fees, including the hourly rates for Professional Services/Technical Reports/Studies and Additional Services, to be charged to the City of Palm Springs by the Consultant.

- Do **NOT** include Attachment "A" in the Cost Proposal, Envelope #2. Attachment "A" is to be included in Envelope #1, "Work Proposal".

DEADLINE FOR SUBMISSION OF PROPOSALS: Proposals will be received in the City of Palm Springs, Office of Procurement and Contracting until **3:00 P.M., LOCAL TIME, TUESDAY, MARCH 29, 2011**. 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 proposal sent through the mail, or via any other delivery method, shall have sufficient time to be received by the Procurement Office prior to the proposal due date and time. Late proposals will be returned to the firm unopened. **Proposals 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 proposal.**

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, March 21, 2011.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via the Division of Procurement and Contracting will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

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

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

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

RIGHT TO ACCEPT OR REJECT PROPOSALS: The City of Palm Springs reserves the right to waive any informality or technical defect in a proposal and to accept or reject, in whole or in part, any or all proposals and to cancel all or part of this RFP and seek new proposals, as best serves the interests of the City. The City furthermore reserves the right to contract separately with others certain tasks if deemed in the best interest of the City.

INSURANCE: Insurance provisions are contained in the Standard Contract Services sample agreement included in the RFP. The successful Proposer will be required to comply with these provisions. It is recommended that Proposers have their insurance provider review the insurance provisions BEFORE they submit their proposal.

RESPONSIBILITY OF PROPOSER: 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 proposal package, etc.), the proposal 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 award of contract to a specific firm, if any, by the City Council.

COST RELATED TO PROPOSAL PREPARATION: The City will NOT be responsible for any costs incurred by any firm responding to this RFP in the preparation of their proposal or participation in any presentation 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".

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 proposal 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.

PROPOSALS TO REMAIN OPEN: The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

SIGNED PROPOSAL AND EXCEPTIONS: Submission of a signed proposal 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 proposal and clearly defined. Exceptions to the City's RFP document or standard boilerplate language, insurance requirements, terms or conditions may be considered in the evaluation process; however, the City makes no guarantee that any exceptions will be approved.

ATTACHMENT "A"

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED INSIDE ENVELOPE #1, "WORK PROPOSAL"

**REQUESTS FOR PROPOSALS (RFP) # 03-11
FOR
CIVIL ENGINEERING PLAN CHECK SERVICES**

SIGNATURE AUTHORIZATION

PROPOSER:

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

SIGNATURE

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

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

An individual;
 A partnership, Partners' names: _____

A company;
 A corporation
 A Local Business (Licensed within the jurisdiction of the Coachella Valley).
Copy of current business license is required to be attached to this document.

- 2. My tax identification number is: _____

ADDENDA ACKNOWLEDGMENT:

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

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

Addendum(s) # _____ is/are hereby acknowledged.

EXHIBIT "C"

CONSULTANT'S PROPOSAL FOLLOWS THIS PAGE

**ENGINEERING
RESOURCES**
OF SOUTHERN CALIFORNIA, INC.

100.000P

March 29, 2011

Mr. Craig Gladders, C.P.M.
City of Palm Springs
Division of Contracts and Procurement
3200 E. Tahquitz Canyon Way
Palm Springs CA 92262

**CIVIL ENGINEERING PLAN CHECK SERVICES
REQUEST FOR PROPOSAL #03-11**

Dear Mr. Gladders:

Engineering Resources of Southern California, Inc. (ERSC) has provided engineering services to public sector clients in Orange, Riverside and San Bernardino counties for fifteen years. As part of this service sector, this firm provides "on-call" and "resident" civil engineering plan check services to multiple cities throughout the three county region.

In August 2002, *ERSC* executed the first of two multiple year professional services agreements, with the City of Palm Springs, for "on-call" civil engineering plan check services. During our ten year tenure as plan check consultant for the City of Palm Springs, we have reviewed and recommended approval of construction drawings and technical studies supporting over 400 diverse and complex projects.

We believe exposure of this duration and magnitude provides *ERSC*, and our assigned team, unique and unmatched experience with the City's policies, practices and procedures. This being stated, we asked that you consider the following when reviewing the enclosed response to RFP #03-11.

- ✓ ERSC has 10 years of history, plans and technical documents, cataloged by "Thomas Guide" page and grid for use as reference material during the review of future projects.
- ✓ We have developed a professional relationship with local and other development engineers that allows us to work closely while protecting the interests of the City.
- ✓ Our relationship with City staff, Carol Templeton, provides a collaborative environment surrounding the processing and approval of development projects.
- ✓ Our project team has established and proven experience and knowledge on the City's design standards, guidelines and Municipal Code.

3550 E. FLORIDA AVE. SUITE B
HEMET, CA 92544
(951) 765-6622
(951) 765-6621 FAX

100.000P
Mr. Craig Gladders, C.P.M.
City of Palm Springs
Division of Contracts and Procurement
March 29, 2011
Page 2

Finally, the combination of our professional and working relationships with the development community and City staff fosters an environment where each entity works effectively to reach common goal. This mutually inclusive process provides firm support of the City's desire to promote a "business friendly" environment.

We thank you in advance for this opportunity and look forward to discussing our proposal with you and other City staff.

If you have nay question regarding our submittal, please contact me at (951) 765-6622.

Respectfully submitted,

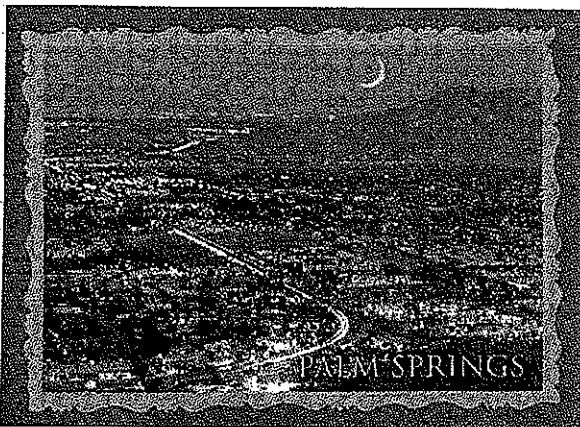


Matt Brudin, P.E.
President

MB/lr

SECTION A: PROJECT UNDERSTANDING

Based on our review of the City's Request for Proposal (RFP #03-11) dated February 24, 2011, along with Addendum #1 issued March 23, 2011, and in reflection upon our past working relationship with the City and its staff while providing all of the services requested in the RFP, it is our understanding that the City of Palm Springs wishes to contract for as-needed Civil Engineering Plan Check Services for independent review of private development project application submittals and the associated improvement plans, maps and professional studies for development within the City. **Engineering Resources of Southern California, Inc., (ERSC)** has had extensive experience in providing the services requested by the City of Palm Springs since its inception. Most especially, **our entire team** has cultivated a unique and thorough understanding of the community of Palm Springs and all of its stakeholders and associated agencies as a result of providing these services to the city since 2001.



Besides the typical improvements associated with the city's infrastructure and public right of way, Palm Springs has unique features and processes that make the city very different from the typical southern California community primarily due to its physical location at the base of the San Jacinto/Santa Rosa mountains and the natural desert environment and geographic features of the valley, including the sandy dunes with the wind and watershed that shapes them, and the scenic views and bluffs and the recreational elements, as well as the parallel administrative

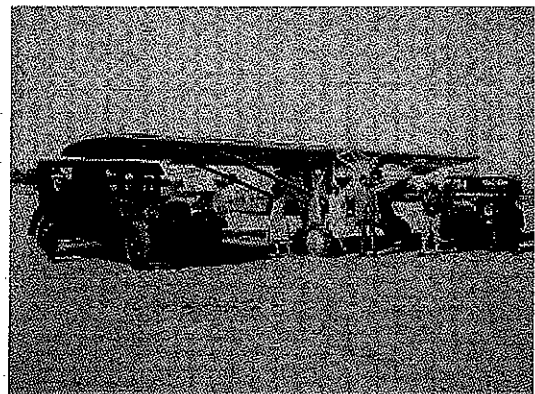
and regulatory requirements of the federal government and the Agua Caliente Band of Cahuilla Indians, and the regulatory overlay of the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP), including the Garnet Wash Sand Transport Area. All of the above elements, and much more, has a direct bearing upon how development related improvements are planned, approved and constructed without being detrimental to the quality of life in the city and the adjacent region. Every development processed by the city undergoes the coordinated efforts of each city department, commission, local and outside agency and the public, as well as the integrated implementation of the Natural Community Conservation Planning Permit administered by all signatories through the Coachella Valley Conservation Commission, in order to provide city staff and the Planning Commission and City Council with the information needed to establish the best development guidelines for each project.



Engineering Resources of Southern California, Inc.

With that in mind, we understand that the work will include assisting the private development sector, as well as the various city departments (including, but not limited to, Planning, Building and Safety, Fire, Engineering, Environmental and Water Quality, Redevelopment and Community Services) in the processing of development projects for final design peer review and approval of all civil engineering plans. In addition, this requires a knowledge of and coordination with affected public and jurisdictional agencies such as the County of Riverside (including Flood Control), Desert Water Agency, Coachella Valley Water District, The Bureau of Land Management, the Agua Caliente Band of Cahuilla Indians, the Federal Emergency Management Agency (FEMA), the California Regional Water Quality Control Board, Caltrans, and related permitting agencies encountered during the CEQA and NEPA review process included in the entitlement conditions for project mitigation, implementation and monitoring. **Because we consider ourselves to be a seamless part or extension of city staff, we approach our plan-check contract as the most important of all our own in-house projects.** For this reason, we accept no work from the private development sector who build in the valley in order to eliminate any potential for a conflict of interest while providing civil engineering plan check services for the city. All of our current contract commitments are with public agencies.

The work includes assisting city staff in the plan review and the independent review of technical studies and reports related to, but not limited to, onsite and offsite improvements such as grading (mass, rough and precise), review of soils and geotechnical reports related to grading, storm drains/open channel and related hydrology and hydraulic reports and plans, NPDES documentation (including Water Quality Management Plans [WQMP] and Storm Water Pollution Prevention Plans [SWPPP]), water service improvements and related models and pressure/capacity reports, sewer improvements with related models and capacity reports, lighting plans, survey documentation (including lot line adjustments, certificates of compliance, record, tract and parcel maps, including the unique maps processed under the criteria of the Bureau of Indian Affairs and the Agua Caliente Band of Cahuilla Indians, along with all related support documents (such as the Master Plan of Development and Specific Plan for Section 14), structure calculations not under Building Department purview, geometrics and design for street improvement plans, lighting plans, traffic signal installations and interconnection systems, signing and striping plans, traffic control and detour/staging plans when requested, quantity estimates and engineer's cost estimates for bonding and permit purposes, coordination and consistency review with other improvements (existing and future).



There are very few firms who truly specialize in providing the kind of overall in-house City Civil Engineering Review and Plan Check services covered by the City's Request for Proposal, and this

makes **ERSC** uniquely qualified for the type of consultant that the city is seeking. This is primarily due to the fact that the kind of work normally performed by City Engineering staff is not the same as the work performed by design consultants who typically produce the plans. The as-needed survey/civil engineering services consultant must understand the complex demands, needs, and goals that the City must adhere to in performing its administrative review and approval of the final improvements. This requires not only a solid understanding of the design principles involved, but also experience, background and knowledge in the regulatory issues and the local community planning and operation/maintenance requirements that serve to frame them. This involves an understanding of the history and setting of the city, and the role of federal, state, county and city regulations and ordinances, as well as the protection and observance of health, safety and welfare issues that necessitate the oversight and review role of the city. This must also be coupled with a deep appreciation of the city's commitment to a "business friendly" environment that encourages private development and investment, along with a commitment to deliver timely reviews of plans with an eye toward cost effective and efficient service.

We have also become very well versed in the many special nuances that must be observed by anyone processing plans and studies for approval through the City of Palm Springs. For example, Trust Lands where a final tract or parcel may be involved have different certificate or signature sheets for Indian lands. The "Owner's Statement, Tribal Engineer, Surveyor and Secretary Statements are different than the typical fee title map. In addition, right-of-way on Indian land cannot be dedicated on the map, but must be executed by separate document. Maps involving "unrecorded" right-of-way belonging to the Federal government must be submitted to CVWD for preservation of the encumbrance. Right-of-way for streets and street sections must be in conformance with Chapter 5, Streetscape and Circulation Standards and Guidelines when they fall within the Section 14 Specific Plan.

Many of these special requirements take actual practice in learning how the design of improvements need to conform and familiarity with them can only be acquired through experience.

We also understand the importance of paying close attention to the Entitlement Conditions of Approval in the plan check process and confirming how the developer has complied with the requirements placed on his development by the City's Planning Commission and City Council to

OWNER'S STATEMENT

IN ACCORDANCE WITH THE CODES OF FEDERAL REGULATIONS TITLE 25-INDIANS, THE UNITED STATES OF AMERICA, AS OWNER IN FEE OF LANDS INCLUDED WITHIN THE DISTINCTIVE BORDERS OF THIS MAP, AND AGUA CALIENTE BAND OF CAHULLA INDIANS, LESSOR, AND VILLAGE TRADITIONS AT PALM SPRINGS, L.L.C., LESSEE, RESPECTIVELY OF SAID LAND UNDER INDIAN LEASE P.S. 350 AS APPROVED BY THE UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF INDIAN AFFAIRS ON OCTOBER 14, 2003 AND RECORDED AS INSTRUMENT NO. 2003-864133 OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, ALL HAVING SOME RIGHT, TITLE OR INTEREST THEREIN, CERTIFY THAT THEY ARE THE ONLY PARTIES WHOSE CONSENT IS NECESSARY TO EXECUTE, APPROVE AND DELIVER ANY AND ALL SUBLEASES, ASSIGNMENTS, MORTGAGES, DEEDS OF TRUST AND ALL ACTS NECESSARY OR INCIDENTAL IN AND TO SAID LAND AND THE DEVELOPMENT AND IMPROVEMENT THEREOF. ALL HEREBY CONSENT TO THE MAKING AND RECORDING OF THIS MAP AND SUBDIVISION FOR LEASE PURPOSES ON THIS LAND AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES OF THIS MAP.

THERE IS NO OFFER OF, OR DEDICATION HEREIN OF ANY PART OF SAID LAND FOR PUBLIC USE, BY THE UNITED STATES OF AMERICA, EXCEPT SUCH PORTIONS THEREOF HERETOFORE OR HEREAFTER GRANTED PURSUANT TO THE AUTHORITY GRANTED TO THE SUPERINTENDENT, PALM SPRINGS AGENCY, BUREAU OF INDIAN AFFAIRS, DEPARTMENT OF THE INTERIOR PURSUANT TO SECRETARIAL ORDER 250820 F.R. 67-158 OR ANY OTHER ORDERS AND ACTS PERTAINING THERE TO.

UNITED STATES OF AMERICA
[Signature] AGUA CALIENTE BAND
SUPERINTENDENT CAHULLA INDIANS
RICHARD MELANOVICH TRIBAL CHAIRMAN
PALM SPRINGS AGENCY AGUA CALIENTE BAND OF CAHULLA INDIANS
BUREAU OF INDIAN AFFAIRS

PURSUANT TO THE AUTHORITY DELEGATED BY 209 DM 8, 230 DM 1 AND 3, 1AM 4 AND SACRAMENTO REDELEGATION ORDER NO. 1 (AS P.R. 30131, DATED JULY 13, 1978), LESSEE
LESEE UNDER INDIAN LAND LEASE P.S. 350
APPROVED BY THE UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF INDIAN AFFAIRS ON AUGUST 29, 2003.
VILLAGE TRADITIONS AT PALM SPRINGS, L.L.C.

[Signature]
BY: DENNIS L. FREEMAN, MANAGING MEMBER

mitigate the impacts of the project. During that process and following construction, it is vitally important that we assist the City in maintaining a system of documenting and archiving how each development project was processed, permitted, completed and made ready for occupancy, not only for maintenance purposes, but also for reference by the City and the public for future planning efforts.

That being said, we have made it our goal to employ and retain the kind of highly experienced people with the local knowledge, technical skills and experience that are inherent with providing the kind of services that the City requires. Accordingly, *ERSC* will maintain and support through our local Hemet and Indio offices the necessary staffing resources equipped with the experience and flexibility to handle both minor project submittals as well as those complex major submittals required for any project as requested, just as we have for the past 10 years.

To accomplish the work assigned by the City of Palm Springs (City), *ERSC* offers well-grounded experienced people with the technical skills, personality, teamwork fit and public contact tools and expertise that are ideally suited to the challenges associated with municipal Civil Engineering Plan Check Services as well as survey and map review services. We believe our firm offers a natural blending of civil engineers, land surveyors and planning/design technicians who understand not only "how", but also "why" this work is performed by City staff, thus enhancing and building upon the City's "service friendly" approach, ensuring continuity, task coordination and timely processing that responds to the City's needs and to the community that it serves.

The following presentation briefly profiles what we can offer the city, highlighting *ERSC's* methodology, staffing, qualifications, organizational structure, technical capabilities and in-house resources. Our Fee Proposal has been submitted under separate cover per the instructions of the RFP.

SECTION B: SCOPE OF WORK

We hereby accept the specified scope and requirements of the work as fully outlined in Section 3 of the city's RFP and the subsequent Addendum No. 1, and incorporate it into our proposal by reference. This is the scope we have used to perform all of our prior work with the city over the past 10 years, and we are very comfortable with the requirements that it imposes. A copy of the "Scope" is provided as a "graphic exhibit" in the appendices, along with copies of our sample checklists used for plan checking.

All of our plan check services are performed by, or under the direct responsible charge of, a California licensed professional eligible to prepare and sign the type of map, plan or professional study being reviewed.

Each Development Review/Plan Check Engineer/Land Surveyor/Support Technician given a project assignment will possess the technical skills and experience needed to successfully complete the work. All peer reviews and plan checks will be summarized in written comments and will be organized for review by the city's project manager prior to the return of the plans to any City department or participating agency, or directly to the design engineer when appropriate. All comments will be itemized on a list for use by the developer and/or his engineer for revisions as necessary. Additionally, this list of comments and a status report will be maintained in our own plan check tracking system as well as the city's internal tracking system for support documentation to the City and the public. Duplicate copies of the plan-checked submittals shall be maintained in our primary office of work until the project is completed.

When a project technical design report, plan or map check submittal is first assigned, our designated team project manager will determine if it is necessary to meet with the city's Project Manager to review the submittal for consistency with the city's current requirements, establish an understanding of the departments and agencies that will be involved with the process, and to outline the anticipated requirements for coordinated processing, the substantial completeness of all support documents and entitlement conditions, regulatory concerns, and discuss or review unique conditions of approval that may have a major impact on the design constraints for the project. Also, prior to the technical report review or plan check comments being returned, our team project manager will conduct a review to compare the agreed upon processing requirements and concurrence with the preliminary or current conditions of approval with the review comments before it goes out, and before any plans are signed.

A Constructability Review will also be provided as part of the review or plan-check process to ensure the project will work as designed, can be maintained by the city or developer (for private onsite improvements), and is consistent and compatible with surrounding improvements. This will include a review of aerial photos from Google Earth as well as a site visit to ensure that actual conditions have been incorporated into the project design. A few items that may impact any development are existing easements, traffic circulation patterns, environmental requirements, topography, drainage, water quality and retention areas, existing landscaped areas, slopes, non-conforming or damaged sidewalk, curb and gutter or other hardscape surfaces, as well as deteriorated pavement sections. These important match-up elements will be inspected for comparison with the information described in any reports or as shown on the plans, and if conflicts are found, it will be brought to the attention of City staff for discussion on the potential resolution of the issue and decide on a reasonable and achievable direction to be provided to the developer or the design engineer to make the new design work or function as intended to meet the purpose and requirements of the conditions of approval.

ERSC will maintain its own plan check files, along with copies of submittals, and scan redlined plans prior to returning them to the developer's consultant, so that they may be available to the city for future reference when needed.

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When maps, plans or studies are ready for approval and/or acceptance by the city, our assigned civil engineer shall sign and stamp the original signed mylar plans, and shall submit a letter of approval to the City Engineer stating the subject development item has been reviewed and approved.

Typically, most development review, plan check and map check assignments can be completed in the time allotted under the city's current customer friendly guidelines as clearly outlined in the city's RFP. As such, we do not see any reason to change those currently accepted review times. For additional recommendations, see our section on Performance Schedule. In any case, performance and delivery schedules will hinge upon the completeness of the developer's submittal, along with the design engineer providing complete submittals with all back up documentation to complete the review. When it is found that a submittal is incomplete, the missing portions of the submittal will be requested from the design engineer and a revised work schedule will be devised in direct coordination with the city's project manager to make sure that the complete review can be performed within the allotted time.

One change that ERSC would like explore with the city are methods and approaches to encourage the developers and their consultants to improve on complete submittal packages, and to make a diligent effort at implementing and reflecting all required conditions of approval and mitigation components on the plans.

In order for the work to be completed in an efficient manner, it is vital that each submittal be complete with all support documentation that is to be considered. The City of Palm Springs has helpful checklists and guidelines for use by the design engineers in the preparation of their plans. In addition, ERSC has developed a number of helpful guidelines and checklists that are used by our development review specialists and plan checkers, which can also be useful for the design engineers and the developers, in making sure that their plans and support documentation is complete enough for review and approval. As we have in the past we will continue to refine, update and make these guidelines and checklists available to the City and the developers for everyone's use. See samples in our Appendix section of this proposal.

CITY OF PALM SPRINGS
ENGINEERING DEPARTMENT

STREET IMPROVEMENT PLAN CHECKLIST

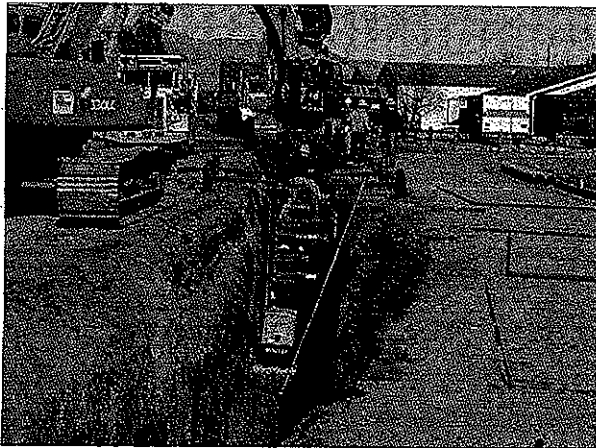
PROJECT NO. _____ PROJECT NAME _____
 PLAN REVIEWER _____ ASSESSOR'S PARCEL NO. _____ DATE _____

	YES	NO	DATE
I. TITLE SHEET			
A. General Sheet Notes Provided (Other City Formed Sheets)			
B. Additional Notes are Designated as "Special Notes"			
C. Index Map			
1. Scale 1/4" = 100' or 1" = 500'			
2. Street Coverages Shown			
3. Located on 30x sheet			
4. Street names shown			
E. Layout of water, sewer, storm sewer, gas, hydrants, and lighting shown			
D. Vicinity Map			
1. Orient North as On-key map			
2. Aerial photos shown			
3. Project boundary shown			
4. Scale notes provided			

Another factor that can hinder the processing of development applications and the review and approval of the plans and maps is when the developer or design engineer fails to observe the requirements of other departments, permitting agencies, the conditions of approval, previous plan check comments, City guidelines, and the other associated requirements that make up an acceptable set of plans and support documents that can be approved and effectively constructed. This problem is

usually identifiable by the time of the completion of the second review. If a third review reveals that the project submittals or the plans are still far from being approved, **ERSC** will issue a “**Project In Trouble**” memorandum to the city project manager to highlight the problems being encountered and recommend a meeting with the developer and the design engineer to resolve any remaining issues. This meeting will outline a plan to be followed, as well as any additional fees or charges (if deemed necessary by the city) as required to cover the additional plan check effort in order to bring the plans into final conformance with all requirements so that they can be finalized and approved by the City. Additional fees will only be applied by the City when they have formally approved them.

PERFORMANCE SCHEDULE



The City of Palm Springs has cultivated a solid reputation for effective and “business friendly” system. And our commitment will be to maintain, and look for ways to improve upon that reputation. As discussed above, every project has elements or issues that can impact the plan review schedule of the submittals. In all cases, **ERSC** will review and return plans, studies and technical reports that are received as a package, or, when agreed upon with the city project manager, separately and independently of development or plan review sets when appropriate, within the city’s agreed committed

delivery time lines. We will always make it our goal to expend every effort to meet the city’s expectations of prompt and efficient service to the public.

Typically these plans, reports and studies will be the type associated with modest-sized development and Parcel or Tentative Map applications, along with the relevant technical support documentation that accompanies the submittal packages. Larger project plan sets, studies and reports can be challenging, we will always strive to meet the deadlines established by the city.

ERSC makes a firm commitment to excellence in providing the City of Palm Springs with comprehensive development review processing and survey/engineering plan checking and inspection services. We fully understand the goals of the anticipated work and:

...will promote the best welfare of the City of Palm Springs, its regulatory, historical, environmental, aesthetic, social, economic, political and quality of life environs;

...maintain and develop the kind of in-house technical expertise and experienced personnel desired by the City specific to Civil Engineering review and plan-check services;

...offer to the City a fully developed, tested and effective work plan that we have improved through experience with our many other plan check contracts so that it embodies the *creativity, cost-consciousness, practicality and hard work* essential for success; and

...will deliberately avoid performing work with private sector developers to avoid the potential or appearance of conflict of interest to keep our public service work above reproach or challenge.

SECTION C: STAFF QUALIFICATIONS

As our designated Project Manager for the past 10 years with our contract with the city, **Mr. Matt Brudin, P. E.**, will continue to be the primary point of contact with City staff for issues related to the overall As-Needed Civil Engineering Plan Check Services contract. He will be our primary project management team member to work with the city, and at the direction of the city, will make sure that any needed manpower is made available at the city's request. In addition, he will be responsible for contract oversight and staff management. Mr. Brudin will be responsible for contract administration, QA/QC, signing plans and reports when they have been accepted for approval, and will have the authority to negotiate contract changes.

Background: Over the past 25 years Mr. Brudin has been involved in municipal development services throughout southern California, including the City of Palm Springs and several cities in the counties of Riverside, San Bernardino and Orange, requiring a high level of expertise in the areas of development and land planning law, regulatory compliance, environmental review and processing, stakeholder and agency coordination, public outreach, subdivision engineering, civil site design, transportation planning and design, sanitation, water resources and flood control.

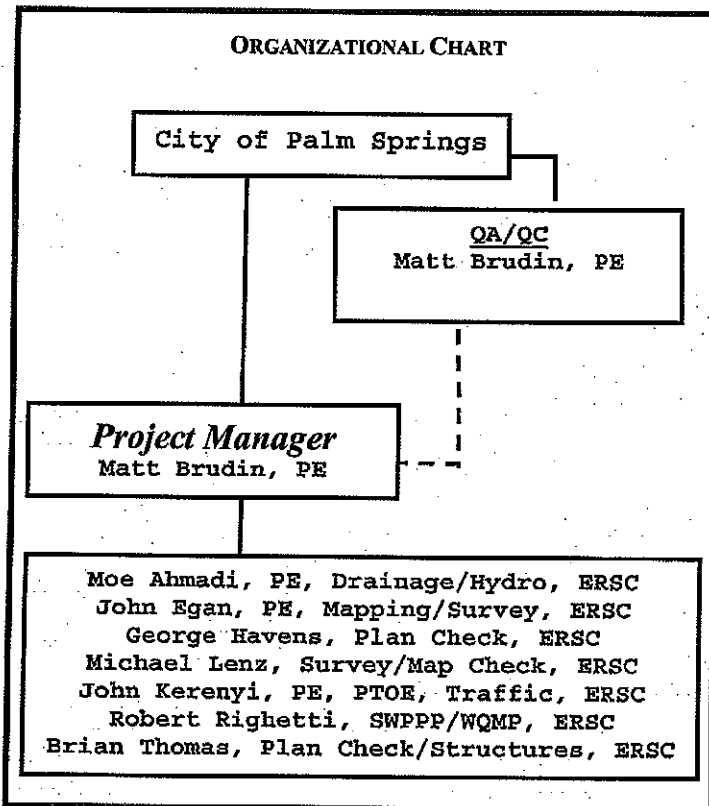
During this time he has worked closely and in a hands-on manner with client city staff members, especially for the City of Palm Springs, and other related agency personnel in adjacent local cities, counties and districts to develop and evolve workable project solutions and meet the challenges that arise which may impact the objectives and goals of the local community.

Team Organization

ERSC recognizes the wide variety of skills that are required for the many types of plans to be processed through the design review and plan check process. Consequently, we will base our Project Team staffing on:

- The best possible individual for each task or assignment, with no limit on their availability.

- Continued involvement and availability of the key personnel throughout the project process.
- A “seamless” organizational structure whereby our staff will support each other and minimize duplication of effort during review and plan check process.



ERSC understands the City’s commitment to be diligent in the development review and plan review process. As such, *ERSC* will maintain the necessary staffing levels to meet the City’s goals and timelines without sacrificing quality of the work.

Assisting our Project Manager in responding to the specific requirements of the work will be the *Plan Check Engineers / Land Surveyors / Engineering Review Support Staff* referenced in our resume section who have the expertise and experience in the full range of engineering plan check services. Additionally, we have Registered Engineers and surveyors who can sign maps and survey documents and legal descriptions when requested.

RESUMES

As the City’s demand for services grows, additional resumes can be provided to fit the needs of the project assignments.

To illustrate the in-depth training and experience of our professional staff, summary resumes for the key personnel identified herein are included in the following section of this proposal. The experience and professional backgrounds of these individuals exemplify *ERSC's* capabilities in providing land development review services. More detailed resumes on specific project assignments can be provided if requested by the city.

MATT BRUDIN, P.E.
Principal Engineer/Plan Check/QA/QC

PROFESSIONAL EXPERIENCE: Over the past 25 years, Mr. Brudin has been involved in a large number of complex planning, design and construction projects for public agencies. His ability to effectively communicate with agency personnel and team members provides the vital link between client and consultant that will ensure that the goals of each development review and plan check project assignment are met. Mr. Brudin has a broad base of experience in various disciplines including site development, streets and roads, grading and drainage, water and sewer, and flood control facilities. He is also certified for review and preparation of SWPPP and WQMP documentation in the Whitewater Region.

Ms. Brudin has served as a District Engineer for the Lake Hemet Municipal Water District and as a Project Manager for "as-needed" professional engineering plan check services for several cities in the Orange, Riverside and San Bernardino County areas. Under these contracts, he has managed development review and plan check services for land development and capital projects, including grading, water, sewer, drainage, traffic signal and street improvement plans. Map checking was also provided under these contracts. He is also qualified and certified to review SWPPP, WQMP and PM10 plans and submittals.

Over the past ten years, Mr. Brudin has also served as the Project Manager for the Civil Engineering Plan Check services contract with the City of Palm Springs. As a result, he has developed a unique understanding of the development process within the City, and he has established key relevant relationships with the utilities, public agencies, design engineers and developers within the Palm Springs area.

Mr. Brudin possesses a B.S. in Civil Engineering from Loyola Marymount University, Los Angeles. Additionally, he has maintained a steady routine of post graduate course work in Water Resources Engineering, the Map Act, and other relevant courses. He is a member of the APWA, ASCE, AWWA, FMA, and CASQA, and is a Whitewater Region WQMP QSD.

MOE AHMADI, P.E.
Engineering Plan/Hydrology/Storm Drain Review/NPDES

PROFESSIONAL EXPERIENCE: Over the past 18 years, Mr. Ahmadi has provided municipal engineering, hydrology/hydraulic review, modeling and report review, and design peer review to a number of cities in Southern California. Mr. Ahmadi is also certified for the review of all SWPPP and WQMP documents for the Whitewater Region. Typical duties have included, but were not limited to, the following:

- Directed project teams and participated in the planning and design of storm water facilities, large and small.
- Handled capital project administration and project management.
- Managed Capital Project development and design teams.
- Prepared staff reports to the Planning Commission and City Council.
- Prepared departmental budget projections, development agreements, MOU's and contract bid packages.
- Handled public agency liaison, citizen complaints and community coordination and community meetings.
- Performed constructability review and value engineering for public improvement projects.

Mr. Ahmadi received his Bachelor of Science and Master of Science in Civil Engineering from Texas A & M University of College Station, Texas.

JOHN EGAN, P.E.

Mapping/Easement/Right-of-Way/Survey/Check and Review

PROFESSIONAL EXPERIENCE: Mr. Egan has over 42 years of professional civil and environmental engineering experience specializing in the area of water resources and wastewater management. As a Principal Engineer with *ERSC*, who is also licensed as a civil engineer in the state of California to prepare and sign survey mapping and documentation, Mr. Egan is responsible for managing our current plan checking contract with the City of Highland, City of Colton, and he also provides direction for the conceptual project development, planning and design, preparation of construction documents and planning studies for a variety of public works projects for these and other cities. In this capacity he directs and/or supervises preparation of planning, derivation and analysis of alternatives and design efforts and is responsible for project administration and client coordination. He also is responsible for the review of survey documents for our contract with the City of Palm Springs, which is currently ongoing. Typical duties for his municipal contract assignments have included, but were not limited to, the following:

- Directed project teams and participated in providing review and impact mitigation conditioning for land development cases.
- Handled capital project administration and project management.
- Managed Capital Project development and design teams.
- Prepared staff reports to the Planning Commission and City Council.
- Prepared departmental budget projections, development agreements, MOU's and contract bid packages.
- Handled public agency liaison, citizen complaints and community coordination and community meetings.
- Directed teams for plan check processing and construction field review.

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- Prepared department grant applications, policy documents, practice manuals, design standards and handouts for the public counter of the departments.
- Performed claims analysis and value engineering for public improvement projects.

Mr. Egan also serves as a consultant to a number of water districts in the southern California region, including the 29 Palms Water District and the Pine Cover Water District.

Mr. Egan received his Bachelor of Science Civil Engineering degree from Iowa State University, An Environmental Option from the USC Graduate School of Engineering, and a Masters of Business Administration from the UCLA Anderson Graduate School of Management.

GEORGE HAVENS

Plan Check and Constructability Review

PROFESSIONAL EXPERIENCE: Mr. Havens has provided plan check for all types of plan check and design review for grading, street, water, sewer, storm drain, signage, striping, and the related professional studies for a number of municipalities in Southern California. He is currently providing general plan check duties for the City of Palm Springs under our current contract with the city. As such, he has acquired a unique understanding of many of the design requirements and criteria, along with the special notes and details that are required for the improvement plans processed and approved by the City for subdivisions and capital projects. His duties have included, but have not been limited to, the following:

- Legal descriptions and plats for right-of-way acquisition for public agencies and the review of this documentation.
- Complete mapping and closure calculation review.
- General plan review for water, sewer, drainage, streets and grading improvements.
- Prepared written comment letters of review comments.
- Review of Hydrology Studies.
- Review of Title Reports, right-of-way documents, and related documents.

MICHAEL LENZ

Survey, Map and Plan Review

PROFESSIONAL EXPERIENCE: Mr. Lenz has provided mapping plan check for all types of maps, records of survey, legal descriptions and calculations in conjunction with the planning, design and processing of survey information for a number of municipalities in Southern California. He is currently providing map review for the City of Palm Springs. As such, he has acquired a unique understanding of many of the special notes and requirements that are required for maps and other

survey documents recorded by the City for subdivisions and capital projects. His duties have included, but have not been limited to, the following:

- Legal descriptions and plats for right-of-way acquisition for public agencies and the review of this documentation.
- Complete mapping and closure calculation review.
- General plan review for water, sewer, drainage, streets and grading improvements.
- Prepared staff reports to the Planning Commission and City Council.
- Review of Hydrology Studies.
- Review of Title Reports, right-of-way documents, and related documents.

JOHN KERENYI, P.E., PTOE

Traffic Signal Systems/Traffic Engineering Review and Plan Check

PROFESSIONAL EXPERIENCE: Over the past 18 years, Mr. Kerenyi has been involved in a large number of complex planning, design and construction traffic systems and transportation engineering programs and projects for a multitude of public agencies. As a Registered Electrical Engineer, Registered Traffic Engineer, and Registered Traffic Operations Engineer, Mr. Kerenyi has provided transportation system designs for the cities of Palm Springs, CVAG, Moreno Valley, Huntington Beach, Chino and Westminster, and he is an expert in the traffic engineering field who regularly publishes papers and leads technical committees in this specialized field. He fully understands the requirements of the City of Palm Springs traffic signal design criteria, as well as the signal communications system that is currently in place throughout the city. While serving with a prior firm, John was the lead engineer in designing the City of Palm Desert's Communication Master Plan and CCTV camera installations.

Mr. Kerenyi has served as City Traffic Engineer for the City of Huntington Beach, where he performed all plan checks and professional traffic study reviews of development related and capital improvement projects for the city. He also prepared staff reports for public hearings, attended Steering Committee meetings with developers, represented the city at Planning Commission meetings, and managed plan review staff for transportation projects. He has also performed similar duties as Senior Engineer for the Traffic Services department of the City of Moreno Valley.

Mr. Hayes received a BS degree in Engineering from Harvey Mudd College at Claremont, California, and served as Managing Editor of *WesternITE* for District 6 of the Institute of Transportation Engineers from 2004 to 2006.

ROBERT RIGHETTI
SWPPP/WQMP Review/QA/QC

PROFESSIONAL EXPERIENCE: Over the past 37 years, Mr. Righetti has provided municipal engineering and survey plan check and development review services to a number of cities in Southern California. During that time, he spent 15 years as a Development Services Engineer for the Department of Public Works and Engineering for the City of Huntington Beach, as well as personally working on a contract basis with the cities of Garden Grove, Tustin, Yorba Linda, Temecula, Murrieta, Moreno Valley, San Jacinto, Hemet, San Bernardino, Hesperia, Phelan, Rancho Mirage, La Quinta, Palm Desert, Palm Springs, Indio and Eastern Municipal Water District. He is a member of APWA and CASQA. Typical duties include, but were not limited to, the following:

- Directed project teams and participated in providing entitlement review and impact mitigation conditioning for land development cases.
- Handled capital project administration and project management.
- Conducted traffic study review and approval.
- Prepared staff reports to the Planning Commission and City Council.
- Prepared departmental budget projections, development agreements, MOU's and contract bid packages.
- Handled public agency liaison, citizen complaints and community coordination and community meetings.
- Directed teams for plan check processing and construction field review.
- Prepared department policy documents, practice manuals, design standards and handouts for the public counter of the departments

Education: California State University, San Bernardino, California
Mt. San Jacinto Community College, San Jacinto, California

BRIAN THOMAS, P.E.
Engineering Plan/Structural Review

PROFESSIONAL EXPERIENCE: Over the past 25 years, Mr. Thomas has provided municipal engineering and survey plan check and development review services to a number of cities in Southern California. He also provided construction management for various projects for the City of Huntington Beach. He has been actively involved in the preparation and administration of funding applications for a variety of county, state and federal programs. Typical duties have included, but were not limited to, the following:

- Directed project teams and participated in providing review and impact mitigation conditioning for land development cases.

Engineering Resources of Southern California, Inc.

- Handled capital project administration and project management.
- Managed Capital Project development and design teams.
- Prepared staff reports to the Planning Commission and City Council.
- Prepared departmental budget projections, development agreements, MOU's and contract bid packages.
- Handled public agency liaison, citizen complaints and community coordination and community meetings.
- Directed teams for plan check processing and construction field review.
- Prepared department grant applications, policy documents, practice manuals, design standards and handouts for the public counter of the departments.
- Performed claims analysis and value engineering for public improvement projects.

Mr. Thomas received his Bachelor of Science Civil Engineering degree (with a structural engineering emphasis) from California State University of Fullerton, Fullerton, CA.

SECTION D: FIRM QUALIFICATIONS

Engineering Resources of Southern California, Inc., is a Consulting Engineering Firm established in August 1996, to provide a broad range of professional services to municipalities and special districts throughout Southern California. The foundation of the company is based upon building a team of people with public agency development review, plan check, construction management and inspection backgrounds who can provide our public sector clients with the highest quality professional services in an efficient, expedient and cost-effective manner. In order to provide this kind of service without the potential for conflicts of interest, we do not actively seek out or market private sector services. **Matt Brudin, P. E., Serves as the President of the firm, and has the authority to bind the company to any contract under his signature.**

A private California corporation, *ERSC* is governed by a Board of Directors, charged with establishing policies and procedures to assure quality-engineering services to our clientele. Each of our three offices operates under the direction of a Managing Engineer, registered in the State of California, who administers and implements the policies and procedures established by the Board of Directors.

ERSC maintains three primary offices in the cities of Indio, Hemet (Corporate) and San Bernardino, with nearly 30 full time employees. **The services to be provided to the City of Palm Springs will be performed through and by our Hemet and Indio office staff.**

Technical Services. Since 1996, we have specialized in development processing, land use planning, and the planning and design of transportation, drainage, water resources, water quality, sanitary and public works infrastructure engineering. *ERSC* typically offers a myriad of services encompassing planning, design, plan/map checking, survey, right-of-way engineering, construction management,

inspection, estimating, field review, constructability review and related city staff assistance for the construction of diverse public works infrastructure and facilities. The following presents an overview of the services and professional capabilities of *ERSC* in these specialized engineering disciplines that are specifically responsive to the City's RFP requirements.

Development Review and Plan Review. The team members of *ERSC* have provided comprehensive development review and plan/map review services to municipalities and special districts throughout Southern California. The services that we can provide the City of Palm Springs include, but are no means limited to, the following:

- Reviewing development applications, tentative maps, specific plans, Environmental Impact Reports and Studies, land divisions, support documentation and proposed development submittals prepared by others for compliance with the City of Palm Springs General Plan, Local Water Quality Implementation Plans, and the infrastructure master plans of development (and with it's coordination with the County of Riverside General Plan and that of adjacent communities), the Coachella Valley Multiple Species Habitat Plan (CVMSHCP) and the established Garnet Wash Fluvial Sand Transport Conservation Corridor, the city's Subdivision Ordinance, the Subdivision Map Act, The Land Surveyor's Act, Mitigation Requirements, the adopted Conditions of Approval, current County, State and Federal policies and guidelines, regulations and standards, the requirements of the Desert Water Agency and the Coachella Valley Water District, The County of Riverside Flood Control District, and the requirements of Caltrans, as well as any other City Departments whose comments may apply to the project.
- Perform all services with the health safety and welfare of the community at the forefront.
- Make sure that all conditions of approval for the project entitlements have been complied with.
- Checking and recommending approval of various subdivision and record maps, as well as lot line adjustments, right-of-way and easement acquisition, quitclaim and vacation documentation.
- Verification that the project is in compliance with NPDES, Regional Water Quality Control Board regulations, the City of Palm Springs Local Implementation Plan (LIP) County of Riverside Drainage Area Management Plan (DAMP), and local and Storm Water permit requirements and other water quality ordinances as they relate to development construction Storm Water Pollution Prevention Plans (SWPPP), post construction Water Quality Management Plans (WQMP), maintenance and monitoring.
- Verify compliance with Air Quality Management District (AQMD) requirements.
- Checking and recommending approval of improvement plans and technical specifications for private on-site work and public right-of-way facilities under the jurisdiction of the City.

- Reviewing and ensuring that improvement plans are consistent with City and County standards and other general technical standards (Greenbook, Caltrans, MUTCD & MUTCD California Supplement, FHWA, APWA, Title 24 ADA, Title 48, CFR 31 etc.).
- Compliance with all requirements for Trust Land under the Agua Caliente Band of Cahuilla Indians, unrecorded federal rights-of-way under CVWD jurisdiction and the United States Bureau of Reclamation.
- Establishing *Faithful Performance and Labor and Material Bond* amounts when required for developments, including the review of engineer's estimates, monitoring the posting of appropriate securities and payment of development fees at appropriate times during the development review.
- Maintain an accurate plan check tracking system to keep engineers, developers, and other interested parties informed as to the progress and status of any given project.
- Coordination with developers and their agents or engineers as necessary to process all improvement plan review and entitlement requirements.
- Support and attend meetings with City staff or the public when requested to monitor efficiency, discuss project status, evaluate performance levels and service and maintain ongoing coordination efforts.

Insurance Coverage. *ERSC* maintains insurance policies for Professional Liability, General Liability, and Automobile, in addition to other insurance as required by California Law. Certificates meeting the City's requirements will be issued upon request. We currently maintain Professional Liability and General Liability insurance at \$1.0 million per occurrence, and \$2.0 million aggregate; Automobile Insurance \$1.0 million combined single limit; and Worker's Compensation Insurance levels as required by state law. *ERSC* will comply with all insurance requirements of the City of Palm Springs standard agreement.

SECTION E: LOCAL EXPERTISE DEMONSTRATED ON THE TEAM AND SIMILAR PROJECTS (COMPARABLE EXPERIENCE)

All of the *ERSC* team members are extremely familiar with the demands, expectations and accountability of civil engineering plan check services in the Coachella Valley, and we currently hold city business licenses for Palm Springs, La Quinta, Rancho Mirage, Palm Desert, Indio and Coachella. The expertise of our individual team members in municipal engineering and land development is well known by the local agencies throughout the valley and the City of Palm Springs, as evident by our long relationship with the city, and the number of Municipal and Water District clients who have continued to

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utilize our services year after year since our first year of business. Summaries of seven current/recent assignments specific to these services are presented below for the City's review and evaluation.

PLAN CHECKING AND PROJECT MANAGEMENT SERVICES

Palm Springs, California

Under an "as-needed" professional services agreement with the City of Palm Springs, ***Engineering Resources of Southern California, Inc.*** has provided plan and map checking for most of the city's development projects and construction management and inspection for some of the Capitol Improvement projects throughout the City, including their pavement rehabilitation program, drainage and road improvement plans. Specific tasks include the review of improvement plans and contract specification packages as prepared by design consultants for accuracy and completeness; conformance to local codes, ordinances and design standards. Matt Brudin has served as the Project Manager and primary Plan Check team member since 2001 and **all members of our current team** have provided plan checking to the city under our contract, which is currently ongoing.

Marcus Fuller, P.E. City Engineer of the City of Palm Springs – (760) 323-8253 ext 8744

Email: marcus.fuller@palmsprings-ca.gov

PLAN-CHECK SERVICES

La Quinta, California

Under contract to the City of La Quinta, ***Engineering Resources of Southern California, Inc.***, has provided overflow and expedited plan review for developer and City-funded projects throughout the City. Services included the peer review of grading, water and sewer, street and storm drain plans and supporting documents for development projects in the City. Specific tasks include the review of improvement plans prepared by private developers for accuracy and completeness; conformance to local codes, ordinances and design standards. Matt Brudin has served as Project Manager for this assignment from 2006 until 2009. Matt Brudin and Robert Righetti performed Development Plan Check Services for this assignment.

Ed Wimmer, P.E., Development Services for the City of La Quinta – (760) 777-7088

Email: ewimmer@la-quinta.org

CIVIL ENGINEERING PLAN-CHECK SERVICES

Rancho Mirage, California

Under contract to the City of Rancho Mirage, ***Engineering Resources of Southern California, Inc.***, has provided on-call overflow and expedited plan review for developer projects throughout the City. Services included the peer review of grading, water and sewer, street and storm drain plans and supporting documents for development projects in the City. Specific tasks include the review of improvement plans prepared by private developers for accuracy and completeness; conformance to

local codes, ordinances and design standards. Robert Righetti has served as Project Manager and Plan Check team member for this assignment from 2005 to 2009.

Bruce Harry, Director of Public Works of the City of Rancho Mirage – (760) 324-4511

Email: bharry@ranchomirageca.gov

PLAN CHECKING AND PROJECT MANAGEMENT SERVICES

Palm Desert, California

Under an “as-needed” professional services agreement with the City of Palm Desert *Engineering Resources of Southern California, Inc.*, has provided plan checking services for Capitol Improvements and Land Development Projects throughout the City including grading, water and sewer, drainage and road improvement plans. Specific tasks include the review of improvement plans and maps prepared by design consultants and private developers for accuracy and completeness; conformance to local codes, ordinances and design standards. Robert Righetti has served as the Project Manager and Plan Check team member for this assignment from 2004 to 2009. Mike Lenz served as Map Check team member for the city.

Mark Greenwood, P.E. Director of Public Works of the City of Palm Desert – (760) 346-0611

Email: mgreenwood@cityofpalmdesert.org

MUNICIPAL ENGINEERING & SURVEY PLAN CHECK/INSPECTION/CONSTRUCTION SERVICES

Huntington Beach, California

Since 1996 and currently ongoing, the City of Huntington Beach has retained *Engineering Resources of Southern California, Inc.*, to provide assistance with the processing and approval of a extensive number of development applications. Our current workload includes plan check of all of the City’s development projects. In addition, our services include development review for major projects and the review of Environmental Impact Reports and related technical studies, preparation of development conditions of approval and mitigation measures, the planning, development, plan check and management of capital projects, management of capital project’s design consultants and resident engineering and inspection for capital projects. Specific tasks included the review of environmental documents and supporting engineering studies, entitlement conditioning and mitigation recommendations, evaluation of maps and plans prepared by design consultants and private developers for accuracy, completeness and conformance to local codes and ordinances. We also review survey and legal mapping for projects, easements, rights-of-way, metes and bounds descriptions, lot line adjustments and other related survey documentation. Other services have included plan review and inspection of landscaping and public infrastructure projects, design of streets and storm drain improvements, transportation engineering and review, project administration and management. Additionally, ERSC worked closely with city staff in developing their Water System Model using H2Onet, the city’s Local Implementation Plan (LIP) in conformance with the

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County of Orange Drainage Area Management Plan (DAMP), and performed reviews of the Storm Water Pollution Prevention Plans (SWPPP) and Water Quality Management Plans (WQMP) that were associated with development and capital projects. We also assisted in the remapping of FEMA's Flood Plain Mapping for the entire city. Robert Righetti has served as our Project Manager and primary Development Review team member since 1996. Matt Brudin, Mo Ahmadi, Brian Thomas, Mike Lenz and John Kerenyi have been part of our primary Plan Check team member since 1996. All other listed team members in this proposal have performed work for the city since 1996. Travis Hopkins, P.E., Public Works Director of the City of Huntington Beach – (714) 536-5431

Email: thopkins@surfcity-hb.org

DEVELOPMENT REVIEW and PLAN-CHECK SERVICES

Tustin, California

Under contract to the City of Tustin, *Engineering Resources of Southern California, Inc.*, is currently providing overflow and expedited plan review for developer and City-funded projects throughout the City. Services include the peer review of grading, water and sewer, street and storm drain plans and supporting documents for development projects in the City. Specific tasks include the review of improvement plans prepared by private developers for accuracy and completeness; conformance to local codes, ordinances and design standards. We also have reviewed Water Quality Management Plans (WQMP) and Storm Water Pollution Prevention Plans (SWPPP) for compliance with the city's Local Implementation Plan (LIP) and the Orange County Drainage Area Management Plan (DAMP) in conformance with NPDES requirements. Matt Brudin has served as Project Manager of this assignment since 2006 and is currently ongoing. Robert Righetti and Moe Ahmadi have also performed plan check work for the city.

Doug Stack, P.E., Public Works Director of the City of Tustin – (714) 573-3150

Email: dstack@tustinca.org

MUNICIPAL ENGINEERING PLAN CHECK AND CONSTRUCTION SERVICES

Garden Grove, California

ERSC is currently providing development review and all engineering and mapping plan-check services for the City. Additionally, we review all Storm Water Pollution Prevention Plans (SWPPP), Water Quality Management Plans WQMP, erosion control plans and any related technical studies and calculations. We also provide construction management and inspection for the completion of several high-profile developer funded improvement projects, including a number of high profile hotel and tourist destination projects, along with associated street and utility improvements, along Harbor Boulevard for the City's Redevelopment Agency. We have also managed and inspected several large capital projects for the City's Recreation Department. *ERSC* has provided project management, peer review and inspection services for various public works capital projects for the city's Public Works Department. Our services included preparation of Requests for Proposals,

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consultant selection and all project management of street, traffic, water, sewer and storm drain construction and rehabilitation; review of environmental documentation and construction drawings for development projects and inspection of capitol projects and developer funded improvements. Robert Righetti served as Project Manager, and Development Review and Plan Check team member for this assignment from 2000 to 2005.

William Murray, P.E., City Engineer of the City of Garden Grove – (714) 741-5000

Email: wem@garden-grove.org

In addition to the clients listed above, we are currently providing, or have provided, development review and plan check services to the Cities of Yorba Linda, Moreno Valley, San Bernardino, Highland, Redlands, Indio, Hemet, Colton, Big Bear Lake and the San Bernardino County Office of Special Districts, and have been serving as District Engineer to a number of Southern California Water Districts. References for these clients can also be provided upon request.

To confirm our experience and qualifications for the work of performing plan checking and map checking services, along with other municipal functions for our clients, we invite the City of Palm Springs to contact any or all of the above clients for our references.

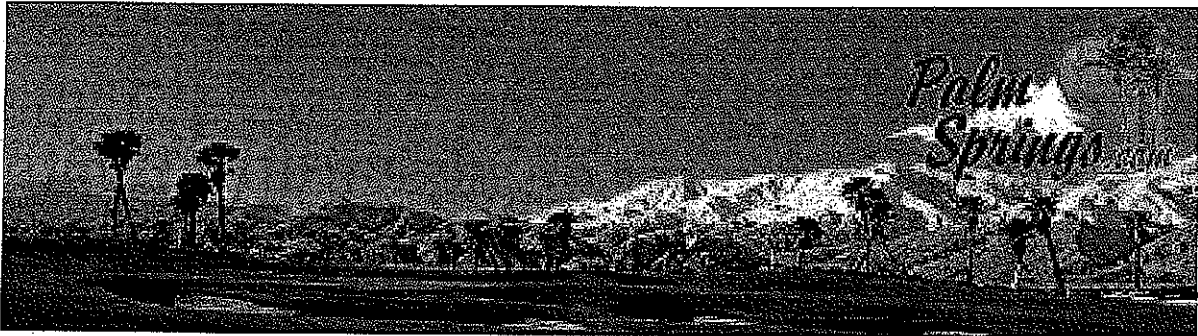


EXHIBIT "D"
SCHEDULE OF COMPENSATION

Professional services required herein above shall be compensated on a lump sum per sheet basis, for development items (plans and/or maps) reviewed and approved up to and including the third plan check submittal, as follows:

<u>Plan Check Item</u>	<u>Lump Sum Fee (Per Sheet)</u>
Grading Plan* (< 15,000 SF)	\$535.00
Grading Plan* (15,001 SF to 4 acres)	\$821.25
Grading Plan* (> 4 acres)	\$1,444.50
Street Plans	\$535.00
Sewer Plans	\$438.00
Storm Drain Plans	\$535.00
Signing & Striping Plans	\$438.00
Traffic Signal & Lighting Plans	\$535.00
Parcel Maps	\$631.00
Tract (Final) Maps	\$835.00

*The term "Grading Plan" includes Precise Grading Plans and/or Grading and Paving Plans, and the like.

Invoices for payment of professional services required herein above for development items (plans and/or maps) reviewed and approved up to an including the third plan check submittal shall be submitted concurrently with or subsequent to the Consultant's approval of the development item.

Professional services required herein above for review and approval of development items (plans and/or maps) reviewed for the first plan check submittal, but not resubmitted for review and approval within 90 days of completion of the first plan check, may be compensated on a lump sum per sheet basis equal to 50% of the fees listed above upon request by the Consultant. Invoices for payment therefore shall be submitted only after a period of 90 days has passed from the date the development item was returned to the developer or the developer's consultant for correction, and the City has confirmed with the developer that resubmittal of the development item is not scheduled.

Professional services required herein above for review and approval of development items (plans and/or maps) reviewed beyond the first plan check submittal, but not completed to approval, may be compensated on a lump sum per sheet basis equal to 50% of the fees listed above upon request by the Consultant (or 100% of the fees listed above in the event compensation for the first 50% payment has not been requested as allowed in the preceding paragraph). Invoices for payment therefore shall be submitted only after a period of 90 days has passed from the date the development item was returned to the developer or the developer's consultant for correction, and the City has confirmed with the developer that the plan check item has been withdrawn.

EXHIBIT "D"
SCHEDULE OF COMPENSATION

Professional services required herein above for review and approval of professional studies and technical reports, or for review and approval of revisions to previously approved improvement plans, shall be compensated on a time and materials basis, in accordance with the Schedule of Hourly Billing Rates indicated on Exhibit "D-1", attached hereto and made a part hereof.

Expedited or "Fast Track" services shall be compensated at a rate equal to 150% of the fees listed above.

Professional services required herein above for providing development entitlement review, preparation of Engineering "Conditions of Approval" for development applications, or for providing civil engineering design services shall be compensated on a time and materials basis, in accordance with the Schedule of Hourly Billing Rates indicated on Exhibit "D-1", attached hereto and made a part hereof. However, prior to commencement of development entitlement review services or civil engineering design services and payment therefore, Consultant shall submit to the City Engineer an estimated cost of time and materials, in accordance with the Schedule of Hourly Billing Rates indicated on Exhibit "D-1" for providing the requested development entitlement review or civil engineering design services. Upon receipt of a deposit from the developer for the requested development entitlement review services, or for the City's appropriation of funds for civil engineering design services, Consultant shall be entitled to compensation for services rendered therefore. In the event the Consultant's initial estimate for providing development entitlement review services based on time and materials is exceeded, the Consultant shall submit to the City Engineer a final estimate for completion of the required development entitlement review services. Upon receipt of a deposit from the developer of the final estimate for completion of the required development entitlement review services, the Consultant shall be entitled to compensation for services rendered therefore. Compensation for requested development entitlement review services shall be based on actual time and materials, in accordance with the initial and/or final estimate submitted by Consultant, and shall be made on a monthly basis based upon receipt of acceptable invoices. Any unspent funds collected by the City from the developer, in accordance with the initial and/or final estimate submitted by Consultant, shall be returned to the developer, and no additional compensation will be allowed to the Consultant.

EXHIBIT "D-1"
SCHEDULE OF HOURLY BILLING RATES

Effective July 1, 2011, the following schedule of hourly billing rates shall be applicable to services rendered herein above on the basis of time and materials:

<u>Classification</u>	<u>Billing Rate</u>
Principal/President	\$185.00
Principal/Vice President	\$175.00
Senior Principal Engineer	\$165.00
Principal Engineer	\$155.00
Principal Planner	\$130.00
Engineer V	\$130.00
Senior Engineering Technician	\$115.00
Engineer IV	\$110.00
Senior Planner	\$110.00
Engineer III	\$105.00
Engineering Technician II	\$95.00
Engineer II	\$90.00
Administrative Services Manager	\$75.00
Engineer I	\$75.00
Engineering Technician I	\$75.00
Executive Secretary	\$65.00
Engineering Technician	\$55.00
Secretary	\$55.00
Engineering Aide II	\$45.00
Engineering Aide I	\$35.00

Effective July 1, 2012, and each July 1 thereafter, the schedule of hourly billing rates shall be adjusted based on the Consumer Price Index – All Urban Consumers for the Los Angeles-Riverside-Orange County, CA area as determined by the U.S. Department of Labor, Bureau of Labor Statistics, for the previous year using the most recent monthly index (i.e. April to April). Adjusted hourly rates shall be rounded to the nearest whole dollar.

Reimbursement for material expenses associated with services rendered on a time and material basis shall be made at a rate equal to 120% of the actual cost (i.e. Cost + 20%). A copy of receipts for material expenses paid shall be submitted with invoices requesting reimbursement for material expenses, subject to the approval of the City Engineer.

END OF EXHIBIT "D"

EXHIBIT "E"
SCHEDULE OF PERFORMANCE

The Consultant shall comply with the following "normal" plan-check schedule of performance:

- Initial draft (first submittal) shall be picked up at the Engineering Department within 2 working days of notification
- First submittal shall be reviewed, checked for accuracy, and returned to the City within 2 working days plus 1 working day per sheet following pick-up from the Engineering Department
- Second and subsequent drafts shall be picked up at the Engineering Department within 2 working days of notification
- Second and subsequent drafts shall be reviewed, checked for correction of plan-check comments and returned to the City within 2 working days plus 1 working day per sheet following pick-up from the Engineering Department
- Working days are Monday through Friday, not counting City Holidays

Example of a 3-sheet plan-check performance:

- Notified on Day 1 (i.e. Monday)
- Pick-up by Day 3 (i.e. Wednesday)
- Return by Day 8 (i.e. following Wednesday)

The Consultant shall comply with the following expedited or "fast track" plan-check schedule of performance:

- Initial draft (first submittal) shall be picked up at the Engineering Department within 1 working day of notification
- First submittal shall be reviewed, checked for accuracy, and returned to the City within 1 working day plus ½ working day per sheet following pick-up from the Engineering Department
- Second and subsequent drafts shall be picked up at the Engineering Department within 1 working day of notification
- Second and subsequent drafts shall be reviewed, checked for correction of plan-check comments, and returned to the City within 1 working day plus ½ working day per sheet following pick-up from the Engineering Department

Example of a 3-sheet plan-check performance:

- Notified on Day 1 (i.e. Monday)
- Pick-up by Day 2 (i.e. Tuesday)
- Return by mid-Day 4 (i.e. noon Friday)

The plan-check schedule of performance above shall apply to each individual plan-check item submitted for review and approval. In the event multiple plan-check items are submitted for review at one time for one project (i.e. rough grading plans, sewer improvement plans, and street improvement plans), the plan-check schedule of performance shall be determined individually for each plan-check item, and not determined collectively for the total sum of all sheets of the improvement plans that may be submitted at one time.

EXHIBIT "E"
SCHEDULE OF PERFORMANCE

The Consultant shall comply with the above schedule of performance for review and approval of revisions to previously approved improvement plans.

The Consultant shall comply with the following professional study/technical report review schedule of performance:

- Initial draft (first submittal) shall be picked up at the Engineering Department within 2 working days of notification
- First submittal shall be reviewed, checked for accuracy, and returned to the City within 5* working days following pick-up from the Engineering Department
- Second and subsequent drafts shall be picked up at the Engineering Department within 2 working days of notification
- Second and subsequent drafts shall be reviewed, checked for correction of plan-check comments, and returned to the City within 5* working days following pick-up from the Engineering Department

*For extensive professional studies/technical reports whose scope encompasses master-planned areas, the City Engineer may authorize additional time as appropriate to provide adequate time to review and comment, on a case by case basis.

For development entitlement review services, the Consultant shall submit with its initial estimated cost of time and materials, an initial schedule of performance for providing the requested development entitlement review services for review and approval by the City Engineer. The Consultant shall be required to conform to the initial schedule of performance, as may be revised and approved by the City Engineer. In accepting requests to provide development entitlement review services, the Consultant agrees to revising or otherwise abbreviating the initial schedule of performance as may be necessary to meet unanticipated changes to development entitlement schedules, such as Planning Commission and/or City Council hearing dates.

For civil engineering design services negotiated between the City and Consultant, the Consultant shall submit a schedule of performance for completion of required services to the City for its review and approval prior to initiating those services.

END OF EXHIBIT "E"