



## City Council Staff Report

Date: June 1, 2016

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

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### 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, right of way documents, and technical reports related to proposed and/or approved development projects located in the City. The current agreement expires July 1, 2016, 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;
- 2) Authorize the issuance of Purchase Orders in amounts sufficient to cover the cost of required services pursuant to the Agreement on a "pass-through" basis, with plan check fees collected by the City from a developer received as payment for requested plan check services; and
- 3) 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

ITEM NO. 2.L.

need for professional review of street, sewer, grading, traffic signal and other improvement plans, subdivision maps, right of way documents, and technical reports related to proposed and/or approved development projects located in the City.

On June 15, 2011, the City Council approved Agreement No. 6109 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 (2), one (1) year extensions. The term of the current agreement expires July 1, 2016. Therefore, staff prepared a Request for Proposals (RFP) to solicit a new agreement for on-call civil engineering plan check services.

On April 4, 2016, the RFP No. 04-16 was published and made available to firms through the City's Division of Procurement and Contracting, and by the May 6, 2016, deadline, proposals from the following 8 firms were received:

- Bureau Veritas North America, Inc.; San Diego, CA
- CASC Engineering and Consulting, Inc.; Colton, CA
- Engineering Resources of Southern California, Inc.; Hemet, CA
- HR Green California, Inc.; Orange, CA
- Interwest Consulting Group, Inc.; Palm Springs, CA
- NV5, Inc.; Palm Desert, CA
- Transtech Engineers, Inc.; Chino, CA
- Willdan Engineering; San Bernardino, CA

The proposals were reviewed by a Selection Committee consisting of the Assistant City Manager/City Engineer and the two Senior Civil Engineers from the Engineering Department. The Committee independently evaluated all of the proposals submitted by the firms, however, many of the proposals lacked sufficient explanation of local issues affecting plan check review services in Palm Springs, or otherwise lacked information requested by the RFP. The Committee's consensus was that Engineering Resources of Southern California, Inc., was the top ranked firm on the basis of the firm's thorough proposal identifying all relevant challenges and issues affecting plan check services in Palm Springs. It should be noted that this firm was previously awarded contracts for plan check services in 2001, 2006, and 2011, and has provided competent, reliable and consistent civil engineering plan check services to the City's private development community.

### **Local Business Preference Compliance**

Section 7.09.030 of the Palm Springs Municipal Code, "Local Business Preference Program," requires consultants to use good faith efforts to solicit applications for employment and proposals for sub-consultants for work associated with the proposed contract from local residents and firms as opportunities occur and hire qualified local residents and firms whenever feasible. Preferential scoring of 2 or 5 points (out of 100) was included in the evaluation for local (Coachella Valley based) firms; two of the eight firms that submitted proposers were awarded local firm points, however neither were

selected. It is important to note that selection of professional design firms is based solely on qualifications.

ENVIRONMENTAL IMPACT:

The requested City Council action is not a "Project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

FISCAL IMPACT:

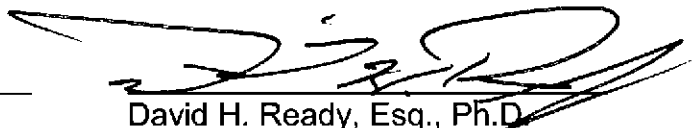
Fees for civil engineering plan check services are paid by developers in accordance with the City's comprehensive fee schedule. These fees currently cover the cost for plan check services and City staff time to administer and coordinate the plan check process. The fees proposed by Engineering Resources of Southern California for the new contract term remain unchanged, equivalent to fees they first proposed in 2001. It should be noted that cost comparisons were made to the second and third ranked firms; those firms did not propose any change or increase to the City's current fee schedule for civil engineering plan check services.

Payments made to the consultant for on-call civil engineering plan check services are paid from deposits collected, on a "pass-through" basis; sufficient funds are collected as revenue to offset incurred expenditures on an annual basis for required services. As revenue is collected from the private development community for requested plan check services, the revenue is received and offsets expenditures appropriated in the General Fund in the Engineering Department, Account No. 001-4171-43270.

SUBMITTED:



Marcus L. Fuller, MPA, P.E., P.L.S.  
Assistant City Manager/City Engineer



David H. Ready, Esq., Ph.D.  
City Manager

Attachment(s):

1. Agreement

# **ATTACHMENT 1**

**CITY OF PALM SPRINGS  
PROFESSIONAL SERVICES AGREEMENT  
ON-CALL CIVIL ENGINEERING PLAN CHECK SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this \_\_\_ day of \_\_\_\_\_, 2016 by and between the CITY OF PALM SPRINGS, a California charter city and municipal corporation, (hereinafter referred to as "City") and ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC., a California corporation, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

**RECITALS**

A. City has determined that there is a need for As-Needed, "On-Call" Civil Engineering Plan Check Services for a variety of future private and public development improvement projects throughout the City, (hereinafter the "Project").

B. Consultant has submitted to City a proposal to provide As-Needed, "On-Call" Civil Engineering Plan Check Services for a variety of future private and public development projects to City pursuant to the terms of this Agreement.

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

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

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

**1.0 SERVICES OF CONTRACTOR**

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant agrees to perform the professional services set forth in the Scope of Services described in Exhibit "A," which is attached hereto and is incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant represents and warrants that this Agreement requires specialized skills and abilities and is consistent with this understanding, Consultant is a provider of first class work and professional services and that Consultant is experienced in performing the Work and Services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the Work and Services required hereunder. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized as 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: (1<sup>st</sup>) the terms of this Agreement; (2<sup>nd</sup>) the provisions of the Scope of Services (Exhibit "A"); as may be amended from time to time; (3<sup>rd</sup>) the provisions of the City's Request for Proposal (Exhibit "B"); and, (4<sup>th</sup>) the provisions of the Consultant's Proposal (Exhibit "C").

**1.3 Compliance with Law.** Consultant warrants that all Services rendered hereunder shall be performed in accordance with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable Cal/OSHA requirements.

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

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

**1.6 Care of Work.** Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until

acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

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

**1.8 Performance of Services.** City Manager or Director Engineering Services as provided in Section 2.1 of this Agreement, shall have the right at any time during the term of this Agreement to order the performance of services as generally described in the Scope of Services to perform extra or additional work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from such Work. No Work may be undertaken unless a written order is first given by the City Manager or the Director of Engineering Services to the Consultant, incorporating therein the identification and description of the Work to be performed, a maximum or not to exceed amount for such Work, and the time to perform this Agreement.

**1.9 Unauthorized Aliens.** Consultant hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

## **2.0 COMPENSATION**

**2.1 Maximum Contract Amount.** City and Consultant hereby acknowledge and agree that the scope of services required by this Agreement will vary dependent upon the number, type, and extent of the services or work the Consultant shall provide; and no guarantee of the extent or the type of services required of Consultant under the terms of this Agreement is made by the City. The annual level of services required by this Agreement is unknown, and may significantly increase or decrease from year to year. In acknowledgement of the fact that the number and type of projects requiring the Consultant's services has not been identified for this contract, City and Consultant hereby acknowledge and agree that a specific "Maximum Contract Sum" shall be imposed on each separate project that the City may assign Consultant as provided in Section 1.8 and in this Section 2.1. Each such separate project shall be identified as a Task Order or a Purchase Order authorized by the Director of Engineering Services or the City Manager as provided in this Section 2.1. 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", 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.

By approval of this Agreement, the City Council hereby authorizes the subsequent approval of individual Task Orders (Purchase Orders) in those amounts sufficient to cover the cost of required services (pursuant to Schedule "D") necessary for the projects.

**2.2 Method of Payment.** Unless some other method of payment is specified in the Schedule of Compensation (Exhibit "D"), in any month in which Consultant wishes to receive payment, no later than the tenth (10) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or as soon thereafter as is reasonably practical. There shall be a maximum of one payment per month.

**2.3 Changes in Scope.** In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or



other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

**2.4 Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefore by the Palm Springs City Council for each fiscal year covered by the Agreement. If such appropriations are not made, the City Manager may terminate this Agreement as provided in Section 8.3 of this Agreement; otherwise, there shall be no funding for any work or services and Consultant shall not be entitled to payment for any work or services that Consultant may provide.

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

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

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

**3.3 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

**3.4 Term.** Unless earlier terminated under the terms of this Agreement shall commence on July 1, 2016 and continue in full force and effect for three (3) years, until July 1, 2019. At the sole discretion of the Director of Engineering Services, upon written notice to Consultant and mutual agreement, 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, 2019, for the initial one (1) year extension (if granted); and prior to July 1, 2020, for the final one (1) year

extension (if granted). In no event shall the term of this agreement extend beyond July 1, 2021.

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

4.1 **Representative of Consultant.** The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: John M. 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 such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 **Prohibition Against Subcontracting or Assignments.** The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required under this Agreement without the prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

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

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

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

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

### **5. INSURANCE**

**5.1 Types of Insurance.** Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein, against claims which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, or employees. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided pursuant to this Agreement shall be on an occurrence basis. The minimum amount of

insurance required hereunder shall be as follows:

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

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

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

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

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

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

personal injury, independent contractors, broad form property damage, products and completed operations.

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

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

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

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

- 5.3.1 For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.3 All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.
- 5.3.4 None of the insurance coverages required herein will be in compliance with these requirements if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.

- 5.3.5 Consultant agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.
- 5.3.6 Consultant agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.
- 5.3.7 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.
- 5.3.8 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.9 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.10 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.
- 5.3.11 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute

insurance available for payment of potential claims.

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

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

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

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

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

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

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

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

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be

received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Consultant's obligation to provide them.

## **6. INDEMNIFICATION**

**6.1** 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. Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each



Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim “may arise out of, pertain to, or relate to Indemnified Claims” shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. Consultant’s indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final.

C. The Consultant shall require all non-design-profession 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 additions, 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 as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

**7.3 Ownership of Documents.** All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full

rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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

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

## **8. ENFORCEMENT OF AGREEMENT**

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

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

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

**8.4 Default of Consultant.**

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

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

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

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

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

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

**8.8 Attorney Fees.** In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

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

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

**9.2 Conflict of Interest.** Consultant acknowledges that no officer or employee of the City has or shall have any direct or indirect financial interest in this Agreement nor shall Consultant enter into any agreement of any kind with any such officer or employee during the term of this Agreement and for one year thereafter. 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, national origin, sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition. 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, national origin, sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## 10. MISCELLANEOUS PROVISIONS

### 10.1 Patent and Copyright Infringement.

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

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

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

To City:

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

To Consultant: John M. Brudin  
Engineering Resources of Southern California, Inc.  
3550 East Florida Avenue, Suite B  
Hemet, California 92544  
Telephone: (951) 765-6622  
Facsimile: (951) 765-6621

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

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

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

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

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

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

(SIGNATURES ON FOLLOWING PAGE)

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

**CITY OF PALM SPRINGS, CALIFORNIA**

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

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

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

**ATTEST:**

By \_\_\_\_\_  
James Thompson  
City Clerk

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

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

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Douglas Holland  
City Attorney

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

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

**RECOMMENDED:**

By \_\_\_\_\_  
Marcus L. Fuller,  
Assistant City Manager/City Engineer

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

**APPROVED BY THE CITY COUNCIL:**

Date \_\_\_\_\_

Agreement No. \_\_\_\_\_

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

City of Palm Springs civil engineering plan-check 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 studies, traffic studies, geotechnical reports, stormwater pollution prevention/NPDES plans, water quality management plans, and various others studies) and Right-of-Way Documents (including, but not limited to legal descriptions for: Easements, Dedications, Lot Line Adjustments and Parcel Mergers).

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



## EXHIBIT "A" SCOPE OF SERVICES

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 Services 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.

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

The Consultant will develop or have in place a plan-check status spreadsheet that is accessible on-line, that will allow the developer's consultant and the City to view the plan check status.

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 Engineering Services or City Engineer.

**END OF EXHIBIT "A"**

**EXHIBIT "B"**

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

**CITY OF PALM SPRINGS, CA  
NOTICE INVITING PROPOSALS FOR RFP #04-16  
ON-CALL 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:** Various locations within the City of Palm Springs

**SCOPE OF SERVICES:** The scope of work will consist of providing civil engineering plan-check services of various private and public 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). Services will also include review and verification of Right-of-Way documents including, but not limited to legal descriptions for easements, dedications, lot line adjustments and parcel mergers.

**OBTAINING RFP DOCUMENTS AND ADDENDA:** The RFP document may be downloaded via the internet at [www.palmspringsca.gov](http://www.palmspringsca.gov) (go to Departments, Procurement, Open Bids & Proposals), or by calling the Office of Procurement and Contracting, (760) 322-8368. Upon downloading the RFP via the internet, contact Craig Gladders, Procurement and Contracting Manager, via email at [Craig.Gladders@palmspringsca.gov](mailto:Craig.Gladders@palmspringsca.gov) to register as a firm interested in this specific project, providing your company name, contact person, contact email address, office address, office phone and office fax. Failure to register as above may result in not receiving addenda to the RFP. \*Note – registering for this specific project is a separate process and not the same as registering online in our general vendor database.

**EVALUATION OF PROPOSALS AND AWARD OF CONTRACT:** This solicitation has been developed in the Request for Proposals (RFP) format for the acquisition of Professional Services on the basis of demonstrated competence and qualifications for the type of services required consistent with the provisions of CA Government Code 4525/4526 and Municipal Code 7.04.050. 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**, but shall be negotiated with the successful firm or firms to be fair and reasonable. 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, APRIL 12, 2016**. 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.

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Craig L. Gladders, C.P.M.





**CITY OF PALM SPRINGS, CA  
REQUEST FOR PROPOSALS (RFP) #04-16  
ON-CALL CIVIL ENGINEERING PLAN CHECK SERVICES**

Requests for Proposals (RFP #04-16), for professional 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, APRIL 12, 2016**. 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 proposals. Telegraphic, telephonic, faxed or emailed proposals will not be accepted. Late 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 the required 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 #04-16 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 issued ..... March 9, 2016  
**Deadline for receipt of Questions ..... Monday, April 4, 2016, 3:00 P.M.**  
**Deadline for receipt of Proposals ..... Tuesday, April 12, 2016, 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.**

**“KEY” TO RFP ATTACHMENTS AND EXHIBITS:**

**ATTACHMENT “A”- Signature Authorization Form, including Addenda acknowledgment.  
 \*Must be completed and included with Work/Technical Proposal envelope.**

**ATTACHMENT “B” – Non Collusion Affidavit Form. \*Must be completed and included  
 with Work/Technical Proposal envelope.**

**EXHIBIT 1 – Sample boilerplate Contract Services Agreement (for reference only)**

**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 with Engineering Resources of Southern California, expires June 30, 2016, requiring the City to conduct a new competitive process to make an award for the next contract period beginning July 1, 2016. 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 parcel/final maps. In addition to individual plan check review, the City’s civil engineering plan-check consultant 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. Services will also include review and verification of Right-of-Way documents including, but not limited to legal descriptions for easements, dedications, lot line adjustments and parcel mergers.

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 PLAN - CHECK**

PARCEL SIZE:

LESS THAN 15,000 S.F.	\$535	PER SHEET *
15,000 S.F. TO 4 ACRES	\$821	PER SHEET *
4 + ACRES	\$1,445	PER SHEET *

\* CONSULTANT DIRECT COST / PASS-THROUGH (SUBJECT TO CHANGE BASED UPON CURRENT CONTRACT)

ADMINISTRATIVE/COORDINATION FEE 82% PLUS 82% PER PROJECT

ADDITIONAL PER SHEET CHARGE ON THE FOURTH (4TH) RESUBMITTAL 50% PLUS 50 % OF THE ABOVE AMOUNTS

FAST TRACK PERFORMANCE 150% TIMES THE ABOVE AMOUNTS

**LOT LINE ADJUSTMENT, PARCEL MERGER, AND CERTIFICATE OF COMPLIANCE**

STAFF APPROVAL	\$3,208	EACH - PLAN CHECK FEE IS \$920 DIRECT COST / PASS THROUGH PLUS ADMIN FEE COORD. OF \$2288
<b>PLAN CHECK FEES FOR IMPROVEMENTS (STREET, SEWER, DRAINAGE)</b>		
TRAFFIC SIGNAL PLANS	\$535	PER SHEET *
STREET PLANS	\$535	PER SHEET *
SEWER PLANS	\$438	PER SHEET *
STORM DRAIN	\$535	PER SHEET *
SIGNING & STRIPING PLANS	\$438	PER SHEET *
* CONSULTANT DIRECT COST / PASS-THROUGH (SUBJECT TO CHANGE BASED UPON CURRENT CONTRACT)		
PROJECT ADMINISTRATIVE FEE/COORDINATION	72.5%	PLUS 72.5% PER PROJECT
ADDITIONAL PER SHEET CHARGE ON THE FOURTH (4TH) RESUBMITTAL ADDED		
	50%	OF THE ABOVE AMOUNTS
STREET PLANS 4 <sup>TH</sup> RESUBMITTAL	\$370.40	
SEWER PLANS 4 <sup>TH</sup> RESUBMITTAL	\$312.53	
STORM DRAIN 4 <sup>TH</sup> RESUBMITTAL	\$370.40	
SIGNING & STRIPING 4 <sup>TH</sup> RESUBMITTAL	\$324.10	
FAST TRACK PERFORMANCE	150%	TIMES THE ABOVE AMOUNTS
<b>PLAN CHECK / REVIEW</b>		
PROFESSIONAL REPORTS OR PLANS (NOT SPECIFICALLY COVERED BY THIS SCHEDULE)		CONSULTANT COST PLUS
CITY STAFF TIME	\$309	PER HOUR - FULLY BURDENED HOURLY RATE - DIR. OF PUBLIC WORKS
FAST TRACK PERFORMANCE	150%	TIMES THE ABOVE
<b>SUBDIVISION MAPS</b>		
PARCEL MAPS	\$631	PER SHEET *
FINAL MAPS (OR PARCEL MAPS 5 LOTS OR MORE)	\$835	PER SHEET *
REVISION OF FINAL AND PARCEL MAPS	50%	OF ORIGINAL FEE
ADDITIONAL PER SHEET CHARGE ON THE FOURTH (4TH) RESUBMITTAL		
	50%	OF ABOVE AMOUNTS
* CONSULTANT DIRECT COST / PASS-THROUGH (SUBJECT TO CHANGE BASED UPON CURRENT CONTRACT)		
FAST TRACK PERFORMANCE	150%	TIMES ABOVE AMOUNTS
SUBDIVISION MAPS FLAT FEE	\$4,376	PER PROJECT
<b>RIGHT-OF-WAY</b>		
DEDICATIONS AND EASEMENTS	\$1,748	INCLUDES \$690 DIRECT COST / PASS THROUGH CONSULT. COSTS
VACATIONS (STREET AND EASEMENTS)	\$1,799	INCLUDES \$690 DIRECT COST / PASS THROUGH CONSULT. COSTS

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 with a copy to the developer's consultant 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 or received from the developer's consultant 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 with a copy to the developer's consultant 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 is on 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 with a copy to the developer's consultant 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 or received from the developer's consultant 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 with a copy to the developer's consultant 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 consultant 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 Services 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 consultant 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 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 studies, traffic studies, geotechnical reports, stormwater pollution prevention/NPDES plans, water quality management plans, and various others studies) and Right-of-Way Documents (including, but not limited to legal descriptions for: Easements, Dedications, Lot Line Adjustments and Parcel Mergers).

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 Services 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 will develop or have in place a plan-check status spreadsheet that is accessible on-line, that will allow the developer's consultant and the City to view the plan check status.

Any internal City reviews that require comments or input from other City Departments outside of the Engineering Division will be coordinated by City staff. The frequency of these internal City review is at each plan check (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc.) until that Department has indicated its approval of the plans or map. Consultant is expected to review cost estimates of improvement costs as may be necessary. It is acceptable, at the Consultant's expense, to provide the City with their courier's account to pick up and return plans/maps/reports at the City.

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 Engineering Services or 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 CA Government Code Section 4525/4526 and Municipal Code 7.04.050 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 fair and reasonable and mutually agreed upon 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 E.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 5 above. **The proposals must be in an 8 ½ X 11 format, minimum 10pt font size, minimum ¾" margins, and may be no more than a total of thirty (30) pages (sheets of paper, double sided is OK), including** a cover letter, organization chart, staff resumes, appendices, and any exceptions to language, sample agreement, or insurance requirements. **NOTE:** Dividers, Attachments "A" & "B", Addenda acknowledgments, and the Cost Proposal (*\*in a separate sealed envelope*) do **NOT** count toward the 25 page limit. Interested firms shall **submit SIX (6) copies (one marked "Original" plus five (5) copies)** of **both** your Technical/Work Proposal **and** your Cost Proposal, and **one (1) Thumb Drive or CD** of the entire proposal, by the deadline.

All proposals shall be sealed within one package and be clearly marked, "RFP #04-16, REQUESTS FOR PROPOSALS FOR ON-CALL 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)
- Completed, and notarized, Affidavit of Non-Collusion (see Attachment B)
- 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 items above, 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" or "B" in the Cost Proposal, Envelope #2.** Attachments "A" and "B" are 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, APRIL 12, 2016.** 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  
Procurement and Contracting Department  
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](mailto:Craig.Gladders@palmspringsca.gov)

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. **The deadline for all questions is 3:00 P.M., Local Time, Monday, April 4, 2016.** 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 Exhibit 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.

We **specifically draw your attention** to the language in the sections of the sample contractual agreement attached entitled "**Conflict of Interest**" and "**Covenants Against Discrimination**" and recommend all firms carefully consider these contractual requirements prior to submitting a proposal in response to this RFP.

Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award. If the highest ranked Proposer refuses or fails to execute the Agreement, or negotiations are not successful, or the agreement is terminated, the City may, at its sole

discretion, enter negotiations with and award the Contract to the second highest ranked Proposer, and so on.

The term of the agreement that is awarded as a result of this RFP shall be in effect for three (3) years with two (2) one-year renewal options.

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

**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, pursuant to CA Government Code 6255 during the negotiation process, may be made public after the City's negotiations are completed, and staff has recommended to the City Council the award of a contract to a specific firm, but before final action is taken by the City Council to award the contract.

Although the California Public Records Act ("CPRA") recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information submitted in a proposal is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," "Proprietary," or any other similar designation, the City will provide the party submitting such information with reasonable notice to allow the party to seek protection from disclosure by a court of competent jurisdiction.

If a submitting party contends that a portion of the proposal is confidential even under the CPRA, the party: 1) must clearly label each document and/or page deemed a confidential document 2) the legal rationale supporting such contention including specific references to applicable provisions of the Public Records laws of the State 3) must actively defend against any request for disclosure of information which the party has determined should not be released, and 4) must indemnify and hold harmless the City from any loss, claim or suit, including attorneys' fees, brought by a person challenging the City's refusal to release the documents. The City will not, under any circumstances, incur any expenses, or be responsible for any damages or losses incurred by a party submitting a proposal or any other person or entity, because of the release of such information. The City will not return the original or any

copies of the proposal or other information or documents submitted to the City as part of this RFP process. **NOTE THAT THE CITY MAY NOT RECOGNIZE PROPOSALS WHERE ALL OF THE INFORMATION, VIA A BLANKET STATEMENT, IS SUBMITTED AS PROPRIETARY INFORMATION OR A TRADE SECRET. SUCH PROPOSALS MAY BE FOUND NON-RESPONSIVE.**

**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.

**COMPLIANCE WITH LAW.** Proposer 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.

**LICENSES, PERMITS, FEES, AND ASSESSMENTS.** Proposer represents and warrants to City that it will obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services requested in this RFP. Proposer represents and warrants to City that Proposer shall, at its sole cost and expense, keep in effect at all times during the term of the Agreement if so awarded, any license, permit, qualification, or approval that is legally required for Proposer to perform the Work and Services under the Agreement if so awarded. Proposer 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 Proposer's performance of the Work and Services required under the Agreement if so awarded. Proposer 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.

**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.

**EXHIBIT "C"**

**CONSULTANT'S PROPOSAL FOLLOWS THIS PAGE**



# ERSC

Engineering Resources of Southern California

RFP #04-16, On-Call Civil Engineering Plan Check Services for the City of Palm Springs



100.000P

April 12, 2016

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

**WORK PROPOSAL FOR ON-CALL CIVIL ENGINEERING PLAN CHECK SERVICES**  
**RFP #04-16 and ADDENDUM No. 1**

Dear Mr. Gladders:

*Engineering Resources of Southern California, Inc.*, currently provides On-Call, or In-House, development review and plan check services to municipalities in three counties extending from Huntington Beach to the Coachella Valley. Current and past assignments include the City of Palm Springs and the Cities of La Quinta, Palm Desert and Rancho Mirage, respectively. Providing these services, as well as, the design and inspection of capital improvement projects to multiple cities in the Coachella Valley has given our employees and specific team members the opportunity to build in-depth knowledge of the policies and procedures that are unique to the Valley. We have crafted our proposal to highlight our local expertise and knowledge of local procedures and the outside influences that can impact the review and approval of any land development project.

We have reviewed the City's RFP #04-16 and we are prepared to commit to the following terms:

- We will executed the City's professional services agreement without change.
- We will continue to provide insurance coverages that meet the City requirements.
- We will not contract with any land development firm for services in the City of Palm Springs.
- The team members presented herein are available and committed to serving the City.
- We will provide the requested On-Call Plan Check Services on the basis of the fee schedule presented in RFP #04-16 without change.
- We are prepared to meet the performance requirements for both standard and fast track plan reviews without change.

And, finally, access to our plan check logs is available through our website. In addition, we are currently returning completed and receiving revised plan check packages to and from design consultant via Microsoft Sharepoint®. This has become a valuable tool in our efforts minimize costs and reduce the time required to deliver these services.

Our proposal will be valid for 120 days. If you have any questions, please feel free to contact me at (951) 765-6622, or, by email at [matt@erscinc.com](mailto:matt@erscinc.com).

Respectfully,

**Matt Brudin, P.E.**  
Principal

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## Section A: Project Understanding

Based on ERSC's review of the City's Request for Proposal (RFP #04-16) dated March 9, 2016, along with Addendum #1 issued

March 23, 2011, and in reflection upon ERSC's past working relationship with the City and its staff, it is understood that the City of Palm Springs wishes to contract for On-Call Civil Engineering Plan Check Services for independent review of private development projects 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. Specifically, ERSC's entire team has cultivated a unique and thorough understanding of the community of Palm Springs and its departments, stakeholders and associated agencies as a result of providing these services to the city since 2002.

Besides the typical improvements associated with the city's infrastructure and public right of way, Palm Springs has unique features 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, the natural desert environment and geographic features of the valley, the Whitewater River Watershed and North Palm Springs. And further, the parallel



Adopted by Palm Springs City Council  
July 16, 2014

*The cover of the Section 14 Specific Plan*

administrative and regulatory requirements of the federal government and the Agua Caliente Band of Cahuilla Indians; various specific plans providing additional development guidelines over certain sections of the City such as the Section 14 and Museum Market Place Specific Plans and the regulatory overlay of the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). 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 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, the Planning Commission and City Council with the information needed to establish the best development guidelines for each project.

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, and Public Works and Engineering in the processing of development projects for final design peer review and approval of all civil engineering plans studies and legal documents.

The work includes assisting city staff in the plan review and the independent review of technical studies and reports related 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), sewer improvements with related models and capacity reports, 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 related support documents; geometrics and design for street improvement 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). This requires a knowledge of and coordination with affected

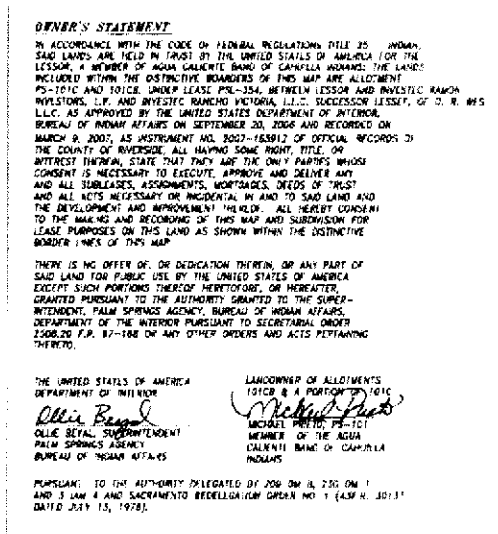


public and jurisdictional agencies such as the County of Riverside (including Flood Control), Desert Water Agency, Coachella Valley Water District, the Bureau of Indian Affairs, the Bureau of Land Management, the Agua Caliente Band of Cahuilla Indians, the Federal Emergency Management Agency (FEMA), 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 ERSC staff consider ourselves to be a seamless part or extension of city staff, we approach a plan check contract as the most important of all ERSC's own in-house projects. For this reason, ERSC accepts no work from the private development sector in order to eliminate any potential for a conflict of interest while providing civil engineering plan check services for the city. All of ERSC's current contract commitments are with public agencies.

Over the past 15 years, ERSC has been involved in the review and approval of over 500 projects ranging in size from one lot single family grading plans to major hillside developments. These efforts have provided our team members a wealth of institutional knowledge related to the City's policies and procedures, as well as, the requirements of other departments and outside agencies. In addition, we have developed a sizable resource in the form of previously approved plans and studies that are used, when applicable, during the review and approval of new projects.

There are very few firms who truly specialize in providing the kind of overall in-house 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 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 of development in 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.

ERSC has become 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 require special handling. While, these maps are being processed as part of the City's approval, they are also forwarded to the Bureau of Indian Affairs (BIA) for review. BIA staff will review associated leases for correctness and the Bureau of Land Management provides review and approval of survey procedures. Further, tract or parcel maps on trust lands have an "Owner's Statement" that is specific to tribal lands and in addition, there are no right-of-way dedications or easements offered or accepted on maps covering Tribal Lands. All dedications related to right-of-way and easements are made via a separate document. Also maps involving "unrecorded" right-of-way belonging to the Department of Water Resources and Bureau of Land management must be submitted to CVWD for preservation of the encumbrance. Finally, development within Section 14, is governed by the Section 14 Specific Plan. This plan was recently updated in July 2014, and provides



A sample Tribal Land Owner's Statement

information related to the vision and development strategy, land use regulations and design standards and design guidelines for this significant area of Palm Springs.

While the Section 14 Specific Plan is important in its entirety, specific sections in the plan are more applicable to the peer review of the plans and studies related to private development. Typically, these sections include Chapter 5 –



*Tahquitz Canyon Way rendering - Section 14 S.P.*

Circulation and Streetscapes, Section 6.4 – Parking Standards and Chapter 7 – Design Guidelines. 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. ERSC staff also understand the importance of ensuring that all Conditions of Approval are incorporated into the design of the project to confirm how the Developer has complied with the requirements placed on the development by the City’s Planning Commission and the City Council to mitigate the impacts of the project. This requires a complete and thorough review of Conditions of

Approval imposed by the Planning and Fire Departments and Public Works and Engineering.

The City of Palm Springs has made expedited plan review and project delivery a priority. However, the applicant is an important part of that commitment. Most developers and their engineers do not recognize the level of control they possess regarding plan review process. Developers and their engineers relinquish complete control of their project’s review when a submittal fails to adhere to guidelines or contributes to common inadequacies.

Common developer/engineer inadequacies during the plan review process:

- Incomplete or partial submittals. Incomplete submittals are a prevalent problem, especially when applicants are under the pressure of other deadlines. To avoid additional plan reviews, the submittal must be complete. The initial screening at the City of Palm Springs may not identify certain missing items needed for a complete plan review. If the plan reviewer/processor discovers that significant items are missing, unless otherwise waived or directed by the City Engineer, he normally will cease checking the project and contact the applicant or return the package for resubmittal. Partial submittals (such as a map without accompanying plans) will not be reviewed until all materials are received.
- Failure to address all plan check comments. Occasionally the applicant, or his representative, is not clear on what the plan reviewer is requesting or what the conditions of approval are requiring. When these occasions arise, communication with the plan reviewer to get clarification of the comments is important. A conference with the reviewer to go over the submittal in detail, may also be beneficial.
- Major changes in design. When major changes in the design concept occur after the initial review, it can be a source of confusion for the reviewer. If major changes must be made, a meeting with the plan reviewer is helpful. The time taken to highlight the changes and go over them with the plan reviewer when resubmitting plans helps to avoid conflicts between other design and mapping elements.
- Early plan submittal. Occasionally applicants will submit before approvals by the legislative body (Planning Commission, for example) have been obtained. To avoid causing a delay in processing, make sure that copies of all final actions with conditions of approval are submitted with the application.
- Inconsistent design references. This refers to civil plans which reference other plans prepared by other disciplines (such as architects) for details. Many times the details referenced on other plans do not match the design or existing conditions, City standards or specifications, or the dimensions and stationing may not match.

## Section B: Scope of Work

ERSC hereby accepts the specified scope of work and the requirements of the work outlined in Section 3 of RFP #04-16 and Addendum No. 1 and incorporates each into the proposal by this reference. During ERSC's tenure as on-call plan check consultant for the City we have developed an effective procedure for the review on plans, studies and reports supporting on-going development activity. Once a submittal package has been received by the City, the fees have been collected and the plans have been received by ERSC, peer review is conducted according the following procedure.

- Review initial submittal package for completeness. General items include title report, tentative map and conditions of approval; grading plans require a geotechnical report and hydrology study; storm drain plans require hydraulic calculations; sewer may require support calculations; final maps require supporting record maps, recorded grant deeds and easements and closure calculations.
- Research and review files for past projects near or adjacent to current project. Verify ownership. Visit site and review conditions onsite and adjacent improvements. Photograph the site and prepare notes. Initiate review of plans and supporting documents. Verify drawing content per City guidelines including title block, file number, RCE signature block, benchmark and proper drafting technique. Verify compliance with conditions of approval. Verify WQMP template.
- Title Sheet – Verify general notes and content, construction notes and quantities and raw earthwork (grading only). Include project title, list utility companies with contact information; vicinity and index map, legal description, APN and site ownership and address. Verify references to standard drawings and details in construction notes.
- Grading Plans – Verify conformance with City guidelines and geotechnical report; show boundary information, easements and adjacent lot numbers and finished floor; verify consistency of finished floor; show street dimensions, existing utilities, sewer lateral and water meter; review and verify perimeter conditions; cross reference with street and drainage plans and final map; verify compliance with California Building Code for grading and accessibility; verify minimum slope requirements and drainage control at top of slope; verify slopes, top of grate and invert elevations on drain; verify retention basin (MC 8.70.100) and BMP's, show building locations/setbacks; show critical elevations, i.e. high points, thresholds, verify location of perimeter/garden walls and retaining walls; show top of wall and finished surface at critical points. For commercial grading verify parking design per municipal code section 93.06.00; verify the accessible path of travel, parking, and signage; curb spacing at face of wall, 2' concrete step out at end stalls; verify driveway/lane widths, fire access and structural section. For all grading plans, verify conformance with municipal code section 8.68.170 and FEMA requirements.
- Street Plans – Verify design speed, geometrics and cross section; show typical section with cross fall and dimensions; verify minimum/maximum street grades and cul-de-sac design; identify structural section (AC/CMB); verify bearings, curve data (centerline and curb) and stationing; show stations/elevations at intersections, EC/BC and ECR/BCR; verify "join" elevations extend topography; show saw cut line and feathered paving; provide supplemental cross section for widening; show driveway approaches and cross gutters; show drainage devices and easements, lot lines/numbers. In the profile, show existing/proposed profile at centerline and curb left and right; show stations at begin/end construction, intersection, EC/BC and even stations; show slope, elevations at critical points and grade breaks; show the location, length and PI for vertical curves; show projection and length of curb returns; profile "grade to drain" and show elevations.

CITY OF PALM SPRINGS  
ENGINEERING DEPARTMENT

**STREET IMPROVEMENT PLAN CHECKLIST**

PROJECT ID NO. \_\_\_\_\_ PROJECT NAME \_\_\_\_\_  
 REVIEWER \_\_\_\_\_ ASSESSOR'S PARCEL NO. \_\_\_\_\_ DATE \_\_\_\_\_

TITLE SHEET					
A. General Street Name Proposed/Financed by	Financed Agency				
B. Additional Notes and Drawings/Notes	Special Notes				
C. Index Map					
1. Scale 1" = 50' or 1" = 100'					
2. Nearest Neighboring Streets					
3. Location of the new					
4. Nearest Utility Lines					
5. Signs or other nearby information	Neighborhood, Address, etc.				
6. Other Map					
7. Corrected/As Shown/Not Shown					
8. As Shown/Not Shown					
9. Project Boundary/Not Shown					
10. Other/Not Shown					

A sample improvement plan checklist. See a complete checklist in Appendix A.

- Storm Drain Plans -- Verify size and design flow per City's master plan, if applicable; design per RCFC&WCD standards; verify alignment, geometrics and stationing; show existing utilities (OH/UG); show catch basins, manholes/junction structures and inlet/outlet structures with details when required; show, obtain, and/or verify drainage easements; show invert elevations at inlet/outlet, structures and grade breaks; verify design flow and street capacity with hydrology study; show HGL, flow rate and velocity for main line and lateral; coordinate with hydraulic calculations; verify coordination with regulatory agencies as required.
- Sewer Plans - Verify size per City's master plan; verify minimum velocity and slope requirements; verify minimum lateral slopes; verify compliance with CDPH separation requirements; verify alignment and stationing; show existing utilities (OH/UG); verify minimum cover and maximum manhole spacing; show stations and elevations at manholes and cleanouts; show easements, if required; identify private sewers per City guidelines.
- Final Maps – Verify overall format complies with Riverside County map manual; verify conformance with tentative map and conditions of approval; review and verify content of title report, vesting deed and schedule B documents; verify content of title sheet and required certificates; verify dedications required by conditions of approval in Owners' certificate and acceptance thereof; verify survey procedure including location/description of existing monuments, review and verify closure calculations; basis of bearings, and methods of re-establishing monuments; review map sheets including legends, symbols and abbreviations; appropriate monument notes, details and dimensioning; distinct boundary, adjacent lots/numbers and existing R/W, lot lines, measured and record bearings, distances and curve data; lots and streets numbered and named, lot width and depth, street dimensions and radii and cul-de-sac and knuckle design; monumentation for streets and lots, centerline intersection, EC/BC and center of cul-de-sac, distinct boundary and lot corners. Concurrent with this process, maps on trust lands will be forwarded to the BIA for their review. Coordinate review and approval of final map by planning.
- Legal Documents – Review title report, Schedule B documents and vesting deed; verify compliance with City application requirements; reviewing legal description for accuracy and proper acknowledgement of record and easement documents; review and verify closure calculations, review plat for proper identification of R/W, lot lines, easements and location of existing structures and utilities. For easement or R/W vacations, coordinate with local utility companies.
- Hydrology/Hydraulics Calculations – Verify compliance with RCFC&WCD methods; verify design criteria; review and verify critical design values; review and verify model input and output and content of hydrology map; and verify narrative content. For hydraulic calculations, verify mainline, lateral and catch basin design flow, review and verify model input/output; verify methods of analysis; review design methods of catch basins, hydraulic structures and outlet protection; review maximum velocity, junctions losses, freeboard and outlet conditions; and verify hydraulic data on storm drain plans.



**MEMORANDUM**

To: Allen Sanborn, Sanborn A.E. Inc.  
Rick Minjares, City of Palm Springs

From: Matt Bradin, Engineering Resources of Southern California, Inc.

Date: May 7, 2015

Subject: Precise Grading Plan  
850 Avenida Caballeros (E-4046)  
ERSC #: 00010002/511  
Project Planner: N/A  
Planning Approval: N/A

I have completed the 2nd review of the precise grading plan for a single family residence at 850 Avenida Caballeros and have the following comments

General

1. Condition of Approval ENG 11 - Requires the submittal of a Geotechnical Report of the project. A letter updating the original report was provided and has been accepted, however, a copy of Shadden Engineering Report number 594-07-173 was not provided. Please provide a copy of the original report. (2<sup>nd</sup> Request)
2. Condition of Approval ENG 17 - Submit a copy of the utility notification letter required by this condition. (2<sup>nd</sup> Request)

Sheet 1

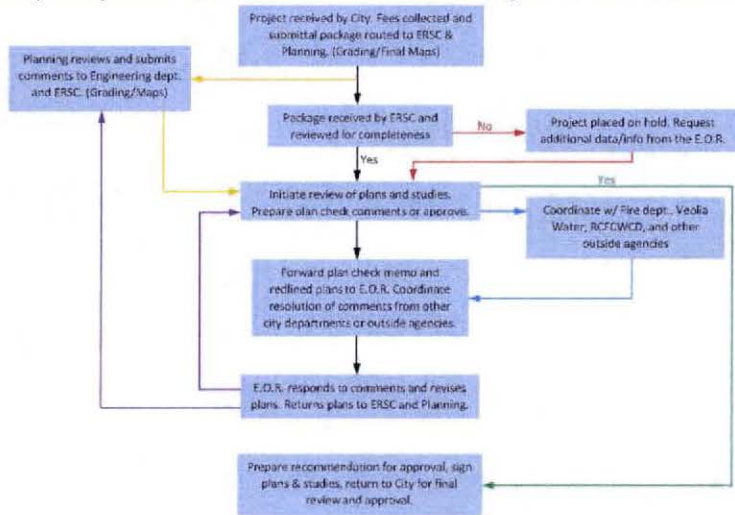
1. Identify the type and manufacturer of the Filter Fabric in Detail 10.
2. The A.C. berm called out in Construction Note 17 is not sufficient for retaining slope.

Sheet 2

1. Identify method of connection to existing sewer. If the connection is to an existing lateral, show the limits of construction. Condition of Approval ENG 4 - Requires the construction of a City standard lateral as the method of connection to the existing sewer in Avenida Caballeros. (2<sup>nd</sup> request)
2. Condition of Approval ENG 1 - This condition of approval requires the installation of a 20 foot wide driveway on Avenida Caballeros per City standard drawing number 201 (2<sup>nd</sup> request)
3. R6' of the proposed driveway is shown as paved over an existing concrete-lined slope. The A.C. berm called out in Construction Note 17 is not sufficient for retaining slope
4. Dimension at the north property line shows 90', but measures 100'
5. Provide pipe slope and length on all reaches of pipe in the yard drain system. (2<sup>nd</sup> Request)

*A sample Plan Check Memo from ERSC.*

- Water Quality Management Plans – Verify compliance with the Whitewater River Region WQMP Guidance Document; verify the 2015 WQMP template, Prepare project data sheet in Project Specific WQMP Checklist, review WQMP based on WQMP checklist; verify ownership and signature authority; verify compliance with Table 6 in WQMP Guidance Document; verify form and content of Covenant and Agreement; verify type and location of Lid/Site Design, Treatment Control and Source Control BMP’s; verify calculations for BMP design flow and volume; verify BMP design and placement; compare WQMP Site Plan and grading plans; and review and verify content of WQMP Summary Data Sheet.



A flowchart demonstrating the ERSC plan check process with the City

The procedures presented above are related to the most commonly received plans and reports. ERSC has developed detailed procedures and checklists regarding the most common plan check items.

Once a plan set and supporting calculations have been reviewed, the comments will be compiled into a memorandum addressing the comments on each plan check item. Plan check memorandum content will vary based on the type document being address and may include general comments and comments related to conditions of approval, city and regional guidelines, design methods and plan content, comments from the Planning Department and items that require coordination with the Fire Department or outside agencies. Once compiled, plan check memoranda, redlined drawings and supporting calculations and reports are submitted to an ERSC project manager for a quality control review. Once this review is complete, the memorandum and redlined plans and studies are scanned and returned to the Engineer of Record via Microsoft SharePoint. When the revisions are complete, the revised plans will be returned electronically to **ERSC** via Microsoft’s file sharing software, SharePoint.

With some minor exceptions, this process will repeat itself until the plans, reports and supporting documentation



ERSC’s file-sharing site for City of Palm Springs plan check documents

are approved. Throughout the process, ERSC team members will maintain contact with Planning Department, the Fire Department, if necessary and other agencies with an interest in the project. When a plan set and/or design calculations are ready for approval, our project manager will conduct a final review to verify compliance with the conditions of approval, Municipal Code and other agency requirements, verify approval of the Planning and Fire Departments, verify compliance with Tribal Requirements and the Red Imported Fire Ant Project as required. Final submittal to the City includes signed and sealed letter recommending approval of the plan check item and a signed copy of the plans and/or calculations. The procedure outlined above is show graphically in the flowchart above.

ERSC's goal is to complete the review and approval of plans and reports within three plan checks. However, there are situations when this cannot occur. Factors that result in prolonged plan review, such as incomplete submittals or incomplete responses to our comments, are outlined in detail in Section A Project Understanding of this proposal. The unfortunate outcome of an extended plan check process may be conflict between the plan check consultant and the Engineer of Record. Our primary method of avoiding conflict is to establish and maintain open lines of communication with the Engineer of Record. Throughout the many years we have served the City, we have established working relationships with the various design engineers submitting plans to the City of review. We developed these relationships by working closely with engineers during the plan review process to understand design intent thereby avoiding unnecessary written comments. If issues cannot be resolved via email or telephone call, we will meet with the design engineer to express our concerns and discuss their issues. Typically, this effort will result in the resolution of any issues that may arise.

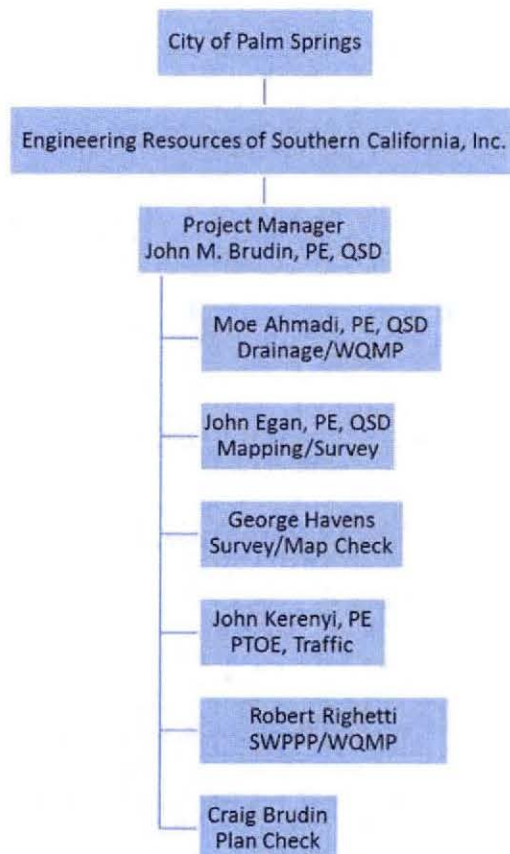
### Section C: Staff Qualifications

As ERSC's designated Project Manager for the past 15 years, **Mr. John Matt Brudin, P.E.**, will continue to be the primary point of contact with City staff for issues related to the overall On-Call 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. Mr. Brudin will be responsible for contract administration, staff management, QA/QC, signing plans and reports when they have been accepted for approval, preparing and signing approval letters and will have the authority to negotiate contract changes.

Over the past 30 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, regulatory compliance, environmental review and processing, stakeholder and agency coordination, public outreach, subdivision engineering, civil site design, transportation planning and design, sanitation, water quality, 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

Since 1996, Engineering Resources of Southern California, Inc., has been retained by municipalities throughout the southland to provide consultant plan review services. ERSC's expertise and the expertise of ERSC staff are evident by the number of agencies that have and continue to utilize these services.



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.

- Dedication of staff members who have provided services to the City in the past.
- Continued involvement and availability of other key personnel throughout the project process.
- A “seamless” organizational structure whereby ERSC staff will support each other and minimize duplication of effort during review and plan check process.

Assisting our Project Manager in responding to the specific requirements of the work will be the Plan Check Engineers / Survey Technicians / 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, ERSC has Registered Engineers and Surveyors who can sign maps, survey documents, and legal descriptions when requested.

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.

Presented below is a list of current and past Clients for whom ERSC has provided similar services to those being requested by the City of Palm Springs.

ERSC Municipal Services Clients – 1996 to Present		
Client	Duration	Team Members
City of Chino Hills	1996 - 1998	Robert Righetti
City of Colton	2003 - Present	Moe Ahmadi, John Egan
City of Garden Grove	1998 - 2007 & 2010 - Present	Moe Ahmadi, Matt Brudin, Robert Righetti
City of Hemet	2000 - 2007 & 2015 - Present	Moe Ahmadi, Craig Brudin, Matt Brudin, George Havens
City of Highland	2003 - Present	Moe Ahmadi, John Egan
City of Huntington Beach	1997 - Present	Moe Ahmadi, Matt Brudin, Robert Righetti, John Kerenyi
City of La Quinta	2007 - 2008	Matt Brudin, Robert Righetti
City of Moreno Valley	1998 - 2002	Moe Ahmadi, Matt Brudin
City of Palm Desert	2005 - 2007	Matt Brudin, Robert Righetti
City of Palm Springs	2002 - Present	Moe Ahmadi, Craig Brudin, Matt Brudin, John Egan, George Havens, John Kerenyi
City of Rancho Mirage	2005 - 2007	Matt Brudin, Robert Righetti
City of San Bernardino	2005 - 2007	Moe Ahmadi, Matt Brudin
City of Tustin	2006 - Present	Robert Righetti
City of Upland	2001 - 2002	Robert Righetti

ERSC’s success in the Municipal Engineering market has been driven by the consistency and quality of our staff. Each member of a project team receives training on an ongoing basis required to provide the basis for quality service. Team members are provided training in-house and through seminars with topics ranging from the Subdivision Map Act to the review of Water Quality Management Plans.

To illustrate the in-depth training and experience of ERSC professional staff, 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.

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

**Matt Brudin, P.E.**

Over the past 30 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.

<b>Matt Brudin, P.E.</b>	
<b>Team Roles</b>	Project Manager
<b>Education</b>	Loyola Marymount University, Civil Engineering
<b>Certifications</b>	Professional Civil Engineer (CA 41836) Qualified SWPPP Developer (00707)
<b>Affiliations</b>	APWA, ASCE, AWWA, FMA, CASQA

Mr. 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 Storm Water Pollution Prevention Plans and PM-10 Plans and attends regular training related to the preparation and review of Water Quality Management Plans.

Over the past fifteen years, Mr. Brudin has 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. In addition, Mr. Brudin has developed an equally valuable working relationship with the City’s Planning and Fire Departments during the review and approval of grading plans and final subdivision map, and the incorporation of Conditions of Approval related to the California Fire Code.

Mr. Brudin possesses a Bachelor of Science in Civil Engineering from Loyola Marymount University, Los Angeles. Additionally, he has completed post graduate course work in Water Resources Engineering at California Polytechnic University, Pomona. He is a member of the APWA, ASCE, AWWA, FMA, and CASQA, and is a Qualified Storm water Developer (QSD Cert. 00707).

**Moe Ahmadi, P.E.**

Over the past 28 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 Storm Water Pollution Prevention Plans by the California Storm Water Quality Association and attends regular training related to the preparation and review of Water Quality Management Plans in the Santa Ana and Whitewater Region. Mr. Ahmadi’s experience includes the review of hydrology studies, hydraulic calculations, drainage plans, flood plain analysis, and FEMA submittal packages, Storm Water Pollution Prevention Plans and Water Quality Management Plans for various cities, in Orange, Riverside and San Bernardino counties including Colton, Huntington Beach, Hemet and Palm Springs.

<b>Moe Ahmadi, P.E.</b>	
<b>Team Roles</b>	Hydrology/Storm Drain/NPDES/WQMP Review
<b>Education</b>	Texas A&M University, B.S., M.S. Civil Engineering
<b>Certifications</b>	Professional Civil Engineer (CA 58784) Qualified SWPPP Developer (00706)
<b>Affiliations</b>	APWA, ASCE, CASQA

Typical duties have included, but were not limited to, the following:

- Participates in the peer review of storm water facilities, large and small.



- Provides critical review of hydrology and hydraulic calculations for developer funded and agency sponsored projects.
- Handles public agency liaison, and coordination with developers and their engineers.
- Performs 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.**

Mr. Egan has over 42 years of professional civil and environmental engineering experience specializing in the area of water resources and Public Works and Municipal Engineering. 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 ERSC's current plan checking contracts with the City of Highland and City of Colton.

<b>John Egan, P.E. , M.B.A.</b>	
<b>Team Roles</b>	Mapping/Easement/Right-of-Way/Survey
<b>Education</b>	Iowa State University, B.S. Civil Engineering University of California, M.S. Business Administration
<b>Certifications</b>	Professional Civil Engineer (CA 58784) Qualified SWPPP Developer (00759)
<b>Affiliations</b>	APWA, ASCE, AWWA

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 providing support during the review of survey documents for ERSC contract with the City of Palm Springs. Typical duties for his municipal contract assignments have included, but are not limited to, the following:

- Directs project teams and participated in providing review and impact mitigation conditioning for land development cases.
- Prepares staff reports to the Planning Commission and City Council.
- Handles public agency liaison, citizen complaints and community coordination and community meetings.
- Directs teams for plan check processing and construction field review.
- Prepares department grant applications, policy documents, practice manuals, design standards and handouts for the public counter of the departments.
- Performs 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 certification from the USC Graduate School of Engineering, and a Masters of Business Administration from the UCLA Anderson Graduate School of Management.

**George Havens**

Mr. Havens has provided all types of plan check and design review for grading, street, water, sewer, 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. In addition, Mr. Havens is currently providing survey plan check related to final subdivision maps, easements and Right-of-Way in the City of Palm Springs and the City of Hemet. These services include the review of final tract and parcel maps, parcel mergers, lot line adjustments, easements and the dedication and vacation of

public Right-of-way. As a result, he has developed working relationships with representatives of the Bureau of Indian Affairs and Bureau of Land Management related to the review of final subdivision maps on Tribal lands and various utility companies when processing Right-of-Way vacation documents. His duties have included, but have not been limited to, the following:

George Havens	
<b>Team Roles</b>	Plan Check/Mapping/Easement/Right-of-Way/Survey
<b>Education</b>	Huron College, Coursework in Civil Engineering Metropolitan College, Coursework in Civil Engineering

- General Plan review for sewer, streets and grading improvements.
- Review of final tract and parcel maps.
- Review of Title Reports, Right-of-Way documents and related documents.
- Complete mapping and closure calculation review and coordination with needed utilities.
- Legal Descriptions and plats for Right-of-Way acquisition and vacation, parcel mergers, lot line adjustments, easements and supporting calculations and documentation.

Prepared written comment letters of review comments.

### Craig Brudin

Mr. Brudin is a recent addition to Engineering Resources team. He has joined our firm after spending the initial years of his career under the employment of a prominent Coachella Valley engineering firm. Since joining ERSC, he has become a valuable member of ERSC's project team providing plan review services to the Cities of Hemet and Palm Springs. While providing these services he has gained extensive working knowledge of the local grading manuals, ordinances and design guidelines, the site accessibility requirements in Chapter 11 of the California Building Code, sewer design guidelines and the preparation and evaluation of erosion control plans.

Craig Brudin	
<b>Team Roles</b>	Plan Check/Administration
<b>Education</b>	University of Redlands, B.S. Environmental Policy & Management, B.A. Business Managerial Studies
<b>Affiliations</b>	CASQA

In the City of Hemet, he is responsible for the review of mass and rough grading plans, residential precise grading plans, grading plans for small commercial developments, and erosion control plans. He also provides coordination of these efforts with the design engineer and the City's Planning Department. While serving Palm Springs, Mr. Brudin is responsible for the review of one lot single family grading plans, precise grading plans for residential development and private and public sewer plans. In addition, he is responsible for coordinating the return of completed plan check packages to, and the receipt of revised plans and studies from, the design engineers via the internet.

Mr. Brudin attended the University of Redlands in Redlands, California where he received his Bachelor degrees in Environmental Policy & Management and Business Managerial Studies in 2013.

### John Kerenyi, P.E., PTOE

Over the past 23 years, Mr. Kerenyi has been involved with a large number of complex planning, design and construction projects for traffic systems and transportation engineering programs 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. He is a respected member of the traffic engineering community 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

John Kerenyi, P.E., P.T.O.E.	
<b>Team Roles</b>	Traffic Signal Systems/Traffic Engineering Review
<b>Education</b>	Harvey Mudd College, B.S. Civil Engineering
<b>Certifications</b>	Professional Civil Engineer (CA 15697) Professional Traffic Operations Engineer (CA 1839)

throughout the city. While serving with a prior firm, Mr. Kerényi was the lead engineer in designing the City of Palm Desert's Communication Master Plan and CCTV camera installations.

Mr. Kerényi 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. Kerényi 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

Over the past 42 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 19 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, Moreno Valley, San Jacinto, Hemet, San Bernardino, Rancho Mirage, La Quinta, Palm Desert, Palm Springs, Indio and Eastern Municipal Water District. Mr. Righetti's typical duties include, but were not limited to, the following:

Robert Righetti	
<b>Team Roles</b>	SWPPP/WQMP Review/QA/QC
<b>Education</b>	California State University Long Beach, Coursework in Civil Engineering
<b>Certifications</b>	Certified Right-of-Way Engineer Construction Management Certified
<b>Affiliations</b>	APWA, ASCE, CASQA

- 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.

### 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 engineers, surveyors and technicians experience with entitlement processing, the review of improvement plans, final subdivision maps, and survey related documents who can provide ERSC's public sector Clients with the highest quality professional service in an efficient, expedient and cost-effective manner.

A private California corporation, ERSC, is governed by a Board of Directors, charged with establishing policies and procedures to assure quality engineering services to ERSC's clientele. Each of ERSC's four offices, Indio, Irvine, Hemet and San Bernardino, 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's Board of Directors is populated with the officers of the company, who include:

- John M. Brudin, P.E., QSD, President and Chief Executed Officer

- Ronald Worthington, M.S., P.E., Vice President
- Moe Ahmadi, M.S., P.E., QSD, Vice President,

Each of the individuals identified above has the authority to bind the company and can be reached at ERSC's corporate office located at 3550 E. Florida Avenue, Hemet Ca, 92544, P: (951) 765-6622, F: (951) 765-6621.

As it relates to this submittal, all communications should be directed to Mr. Brudin at the address and phone and facsimile numbers listed above. Mr. Brudin can also be reached by cell phone at (951) 837-7355 or by email at matt@erscinc.com

### Technical Services

Since 1996, Engineering Resources of Southern California, Inc., has provided specialized services to the public sector related to development review and processing, land use planning, and the planning and design of transportation, drainage, water resources, wastewater, water quality and public works infrastructure. ERSC typically offers a myriad of services encompassing planning, design, plan/map checking, survey, right-of-way engineering, construction management, inspection, constructability review and related city staff assistance for the construction of diverse public works infrastructure and facilities. The following presents an overview of services and professional capabilities of ERSC in these specialized engineering disciplines that are specifically responsive to the requirements of the City's RFP.

### 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 ERSC can provide the City of Palm Springs include, but are not limited to, the following:

- Reviewing development applications, tentative maps, specific plans, Environmental Impact Reports and Studies and proposed development submittals prepared by others for compliance with the City of Palm Springs General Plan, infrastructure master plans, the Coachella Valley Multiple Species Habitat Conservation Plan, the City's Subdivision Ordinance, the Subdivision Map Act, the adopted Conditions of Approval, current County, State and Federal regulations and design guidelines, the guidelines of the City of Palm Springs, the requirements of the Desert Water Agency and the Coachella Valley Water District, the Riverside County Flood Control and Water Conservation District, Caltrans and other City departments whose comments may apply to the project.
- Review and verification that improvements are consistent City standards and guidelines and other technical standards (Caltrans, Greenbook, MUTCD and MUTCD California Supplement, Title 24, the California Building Code and the California Fire Code).
- Checking and recommending approval of improvement plans and technical reports for private onsite improvements and infrastructure in the public right-of-way.
- Checking and recommending approval of various subdivision and record maps, as well as, lot line adjustments, parcel mergers and right-of-way and easement dedication and vacation documentation.
- Verification that all Conditions of Approval for the project entitlements have been complied with and, for projects without Conditions of Approval, verification that the project conforms to the City's Municipal Code and Design Guidelines.
- Verification that the project is in compliance with Regional Water Quality Control Board regulations, the Local Implementation Plan, the County of Riverside Drainage Area Management Plan and the MS4 Permit as they related to the review and approval of post construction Water Quality Management Plans.
- Compliance with the requirements for Trust Lands under the Agua Caliente Band of Cahuilla Indians and unrecorded federal rights-of-way under the jurisdiction of the Coachella Valley Water District and the United States Bureau of Reclamation.
- Coordinate with other City departments and the Developers and their agents or engineers to process all improvement plans and studies in a timely manner.

- Support and attend meetings with City staff or the public, when requested, to monitor efficiency, discuss project status, evaluate performance and service, and maintain ongoing coordination efforts.
- Maintain an accurate online plan check tracking system to keep City staff and other interested parties informed as to the progress and status of any given project.

### Qualifications

ERSC team members are exceptionally familiar with the demands, expectations and accountability required to successfully prosecute public agency plan review and map check services. The expertise of ERSC’s individual team members in municipal engineering and land development review is notorious in local agencies and the City of Palm Springs, as evident by the number of municipalities that have continued to utilize ERSC’s services year after year since the first year of business.

Summaries of eight current or recent assignments are presented below for the City’s review and consideration.

### Plan Checking and Project Management Services - Palm Springs, California

Under an on-call 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 Capital Improvement projects throughout the City. Specific tasks include the review of improvement plans and final subdivision maps and other survey related documents as prepared by design consultants for accuracy and completeness; conformance to local codes, ordinances and design standards. Matt Brudin

<b>Client Info</b>	Client	City of Palm Springs
	Contact Name	Rick Minjares
	Contact Title	Engineering Associate
	Contact Phone	(760) 323-8253 ext:8741
	Contact Email	rick.minjares@palmsprings-ca.gov

has served as the Project Manager and primary Plan Check team member since 2002 and all members of ERSC’s current team have provided plan checking to the city under ERSC’s contract, which is currently ongoing.

### Civil Engineering Plan Check Services - Hemet, California

Engineering Resources of Southern California, Inc., provided civil engineering plan check services to the City of Hemet between 2000 and 2007 and, has again, in 2015 been commissioned to provide the review of private development projects throughout the City. Team members are currently responsible for verifying the conformance of various construction drawings with the City’s municipal code, conditions of the approval, grading and erosion control manual and standards and specifications for all final subdivision maps and legal documents, commercial and residential grading, street improvements, traffic signal installations and modifications, signing and striping, storm drain and site drainage plans and supporting hydrology and hydraulic calculations for both public and private improvements. ERSC also oversees the review and approval of construction and post construction water quality documents under the Construction General Permit and the MS4 in compliance with the requirements of the Santa Ana Regional Water Quality Control Board.

<b>Client Info</b>	Client	City Of Hemet
	Contact Name	Steven Latino, P.E.
	Contact Title	City Engineer
	Contact Phone	(951) 765-2362
	Contact Email	SLatino@cityofhemet.org

### 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.

Client Info	Client	City of La Quinta
	Contact Name	Ed Wimmer, P.E.
	Contact Title	Principal Engineer
	Contact Phone	(760) 777-7088
	Contact 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 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.

Client Info	Client	City of Rancho Mirage
	Contact Name	Bill Enos
	Contact Title	City Engineer
	Contact Phone	(760) 770-3224
	Contact Email	bille@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 Capital 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.

Client Info	Client	City of Palm Desert
	Contact Name	Mark Greenwood, P.E.
	Contact Title	Public Works Director
	Contact Phone	(760) 346-0611
	Contact Email	mgreenwood@cityofpalmdesert.org

### 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 an extensive number of development applications. ERSC's current workload includes plan check of all of the City's development projects. In addition, ERSC 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 include the review of environmental documents and supporting engineering studies, entitlement conditioning and mitigation recommendations, the evaluation of maps and plans prepared by design consultants and private developers for

Client Info	Client	City of Huntington Beach
	Contact Name	Travis Hopkins, P.E.
	Contact Title	Public Works Director
	Contact Phone	(714) 536-5431
	Contact Email	thopkins@surfcity-hb.org

accuracy, completeness and conformance to local codes and ordinances. ERSC also reviews survey and legal mapping for projects, easements, rights-of-way, metes & 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 works closely with city staff in developing their Water System Model using H2Onet, the city’s Local Implementation Plan (LIP) in conformance with the 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. ERSC 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, Moe Ahmadi, and John Kerenyi have been part of ERSC’s primary Plan Check team member since 1996. All other listed team members in this proposal have performed work for the city since 1996.

**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. ERSC also has 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.

<b>Client Info</b>	<b>Client</b>	City of Tustin
	<b>Contact Name</b>	Doug Stack, P.E.
	<b>Contact Title</b>	Public Works Director
	<b>Contact Phone</b>	(714) 573-3150
	<b>Contact Email</b>	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. ERSC’s services included preparation of Requests for Proposals, 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 capital 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.

<b>Client Info</b>	<b>Client</b>	City of Garden Grove
	<b>Contact Name</b>	William Murray, P.E.
	<b>Contact Title</b>	City Engineer
	<b>Contact Phone</b>	(714) 741-5000
	<b>Contact Email</b>	wem@garden-grove.org

In addition to the clients listed above, ERSC is currently providing, or have provided, development review and plan check services to the Cities of Yorba Linda, Moreno Valley, San Bernardino, Highland, Indio, Colton, and the San Bernardino County Office of Special Districts. References for these clients can also be provided upon request.

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

#### Insurance Coverages

Engineering Resources of Southern California, Inc., maintains insurance policies for Professional Liability, General Commercial Liability and Business Automobile, in addition to other insurance required by California law. We currently maintain Professional Liability and General Commercial Liability insurance at \$1.0 million per occurrence and \$2.0 million aggregate, Automobile Insurance at \$1.0 million combined signal limit and Workman's Compensation Insurance at levels required by State law. Certificates meeting the insurance requirements of the City of Palm Springs will be issued upon request.

### Section E: Local Expertise

Local Expertise is paramount to successful completion of any project when there are multiple agencies providing input and approvals related to a portion of or an entire project. Further, it is highly important to maintain a strong working relationship with entities such as the Agua Caliente Band of Cahuilla Indians, the BIA, and local utility purveyors, as well as, other City departments to ensure their requirements are met early on to avoid unnecessary delays in project Delivery.

In addition, it is equally important to possess knowledge of the City's Municipal Code requirements and design guidelines, specific plans governing the development of Section 14 and portions of the Downtown area, the Master Plan of Drainage and Sewers, the methods of determining runoff and sizing drainage and flood control facilities acceptable to the Riverside County Flood Control and Water Conservation District, the Whitewater River Region, Water Quality Management Plan (WQMP) Guidance Document and the 2015 WQMP template, the effect of Trust Lands on the preparation and approval for final subdivision maps and the approval grading plans, the impacts of the Coachella Valley Multiple Species Habitat Conservation Plan and other local state and federal regulation that impact land development.

The following presentation will focus on ERSC's conformance with City of Palm Springs Ordinance No. 1756, the expertise of ERSC's primary team members and the many different agencies and jurisdictions involved in the development review process that are unique to the City of Palm Springs and the Coachella Valley.

#### Ordinance No. 1756

City of Palm Springs Ordinance No 1756 mandates preference to local businesses when awarding contracts for services, including consultant services, to the extent consistent with law and interests of the public. A "Local Business" is defined as vendor, contractor or consultant who has a valid business address located within the Coachella Valley, at least six months prior to bid or proposal opening date, from which vender, 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.

Engineering Resources of Southern California, Inc., operates staffed and functional offices in Orange, Riverside and San Bernardino Counties. ERSC's Riverside County offices are located in the cities of Hemet and Indio. More specifically, the Indio location is located as follows:

Engineering Resources of Southern California, Inc.  
81955 Highway 111, Suite 210  
Indio CA 92201  
P: (760) 342-3019 F: (760) 342-5489

ERSC has been providing professional engineering services from the Indio location beginning in March 2006. Since this time, we have acquired and completed professional services engagements with the Cities of Coachella, Indio, La



Quinta, Palm Desert, Palm Springs and Rancho Mirage. Staff members from ERSC's Indio location are currently providing services to the City of Indio under a multiple year professional services agreement.

A copy of ERSC's City of Palm Springs Business License is included with Attachment "A" Signature Authorization at the end of the section. In addition, we have included a fully executed copy of Attachment "B" Non Collusion Affidavit at the end of this section.

### Coachella Valley Expertise

ERSC has provided development review and plan check services to clients across four county's area since 1996. Clientele specific to the Coachella Valley include the Cities La Quinta, Palm Desert, Palm Springs and Rancho Mirage. ERSC began providing on-call plan check services to the City of Palm Springs in October 2002. Over this span of time, ERSC's Project Manager, Matt Brudin, P.E., QSD, has remained unchanged, while the support staff has changed over time. The current team members supporting the efforts of Mr. Brudin, Moe Ahmadi, P.E., QSD, John Egan, P.E., QSD, George Havens and Craig Brudin, all have varying longevity. However, each of these individuals bring certain expertise and knowledge of the City of Palm Springs and the entities and regulations that impact the review and approval of private improvements and public infrastructure.

The following discussion will highlight the local expertise and knowledge of these primary team members and, in addition will provide specific discussion related other city departments, outside agencies and regulations affecting the development process in the City of Palm Springs.

#### John M. Brudin, P.E., QSD – Project Manager

As Project Manager, Mr. Brudin has been involved with the review and approval of plans, maps, reports and support calculations for large and small developments throughout the City of Palm Springs. He has filled the role of Project Manager over the duration of three professional services agreements with the City. This longevity equates to extensive institutional knowledge related to past development, the policies, procedures and guidelines of the City, the role of the Planning Department and the Fire Department, the role of the Agua Caliente Band of the Cahuilla Indians and their Historic Preservation Office, the impacts of the Coachella Valley MSHCP and the requirements of the Colorado Regional Water Quality Control Board.

Mr. Brudin's primary responsibility is the quality of the finished product. To that end, he will review each initial plan check to ensure that applicable sections of the Municipal Code, the Conditions of Approval, the City's design guidelines, and other regulatory requirements are included in the project. In addition, he is the primary point of contact for City staff, developers and their engineers where he provides coordination with city planners during the review of grading plans and final maps, provides project updates and clarification to developers and provides clarification and design suggestions to local engineers.

He will be involved in the review of one lot single grading plans and rough and precise grading plans; street, storm drain and sewer improvement plans; signing and striping and traffic signal plans; and associated reports, studies and support calculations.

In addition, Mr. Brudin provides oversight and direction during the review of final subdivision maps, parcel mergers, lot line adjustments and easement and right-of-way dedications and vacations. While conducting quality control reviews and participating in the review of plans, maps and support documentation, he applies an extensive working knowledge of the City's requirements, local utility purveyors, the Agua Caliente Band of Cahuilla Indians, the Bureau of Indian Affairs and Bureau of Land Management and other local interested parties.

#### Moe Ahmadi, P.E., QSD – Plan Check

As a plans examiner, Mr. Ahmadi will be involved in the review of storm drain plans and the plans for retention facilities, hydrology calculations, hydraulic calculations for storm drains, retention basins & flood plain analysis, and the review of post construction water quality management plans. He has been involved in the review and approval

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of drainage and flood control plans and studies, in the City of Palm Springs, for approximately ten years. Mr. Ahmadi has exceptional talents related to the development and review of hydrologic and hydraulic models using programs accepted in Riverside County. In addition, he has extensive experience working with the design requirements of the Riverside County Flood Control and Water Conservation District and local jurisdictions having completed the critical review of numerous projects throughout Riverside County and the Coachella Valley.

In addition, Mr. Ahmadi has attended regular training related to the development and review of Project Specific Water Quality Management Plans in the Whitewater River watershed since their inception in the Coachella Valley in 2009. As such, he has in-depth knowledge of the Whitewater River Region Water Quality Management Plan Guidance Document and the 2015 WQMP template allowing him to conduct complete and concise reviews and coordinate the revisions by the developer engineer.

#### John Egan, P.E., QSD – Map Check and Legal Documents

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As a Principal Engineer with ERSC, Mr. Egan is licensed in the State of California and retains the ability to sign survey related documents. He is currently involved in the review and approval of final subdivision maps and other legal documentation for the cities of Colton, Hemet and Highland. Throughout his career, and because of his involvement with the review of private subdivisions, he has gained significant working knowledge related to the application of the Subdivision Map Act and the map preparation manuals and requirements of Riverside and San Bernardino Counties.

Recently, Mr. Egan has been assisting ERSC staff assigned to the City of Palm Springs with the review of certain final parcel maps and other legal documentation. His expertise has aided in the review and resolution of boundary issues related to Caltrans Right-of-Way and other boundary resolution concerns related to grant deeds prepared in the early 1900's. By virtue of his involvement with boundary concerns involving Caltrans, Mr. Egan has had the opportunity to interface with staff from the Bureau of Indian Affairs.

#### George Havens – Plan Review, Map Check and Legal Documents

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Mr. Havens has been actively involved in all facets of the review of plans for private improvements and public infrastructure in Palm Springs for more five years. And, more recently, he has been involved in the review of legal documents related to parcel mergers, lot line adjustments, certificates of compliance and the dedication and/or vacation of easements and public right-of-way. Mr. Havens has a long and rich history as a surveyor, survey technician and, now a senior engineering technician providing the review of maps and legal documentation. He is versed in the interpretation and application of the Subdivision Map Act and the Riverside County Map Preparation Manual as well as the City's map preparation guidelines.

Unique to the preparation and processing of final subdivision maps in the City of Palm Springs are the requirements that apply when mapping Trust Lands within control of the Agua Caliente Band of Cahuilla Indians. Each case is subject to leases and the use of certificates specific to trust lands and the review and approval of the Bureau of Indian Affairs (BIA) and the Bureau of Land Management (BLM). Over time, Mr. Havens has developed an effective working relationship with Bernadine Saldana of the BIA and Brian Mikkelsen with the BLM allowing him to effectively communicate the needs of the development community while coordinating the requirements of the BIA to the engineering community.

#### Craig Brudin – Plan Check

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Mr. Brudin has recently joined ERSC's staff and has rapidly become a valued member of the plan check team for the City of Hemet and City of Palm Springs. More specifically, he has quickly mastered the application of the California Building Code and local design requirements and applied his interpretation of the Code and local requirements to one lot single family grading plans, rough grading plans, precise grading plans and grading plans for the development of small commercial projects. In addition, he provides peer review related to private and public sewer systems by applying the requirements of local jurisdictions, the Clay Pipe Institute and the California Plumbing Code.

Prior to joining ERSC, Mr. Brudin was employed by a prominent engineering firm located in the Coachella Valley. As a result, he has gained significant working knowledge of the Coachella Valley Multiple Species Habitat Conservation Plan. Further, while under the employ of ERSC, he has become acquainted with the requirements of the Agua Caliente Band of Cahuilla Indians related to grading and earthmoving activities.

As previously stated, ERSC does not actively sell engineering services to private development concerns. ERSC has conducted business in this manner for 20 years to avoid the potential for conflicts of interest when providing development review and plan check services to various clients through southern California. ERSC does not intend to alter this practice.

Therefore, the following information is provided to address ERSC's ability to navigate the many factors that may influence a land development proposal in the Coachella Valley and the City of Palm Springs. In general, these will include other City departments, outside agencies, utility purveyors and related planning documents. Therefore, ERSC staff has prepared the following discussion of the outside influences that has been encountered during the past 15 years as the City's plan check consultant.

#### City Departments

Other City departments active during the plan review process are the Planning and Fire Departments. Planning is involved in the review and approval of grading plans and final subdivision maps. When a grading plan is received, the Engineering Department will forward a copy to planning for review. The review includes certain planning conditions such as the requirement for secure bicycle storage. In addition, their review will include verification that lot configurations conform to the approved tentative map, an evaluation of building setbacks and confirming the site walls meet the requirements of the Municipal Code. And, final subdivision maps will typically be reviewed for conformance with the tentative map and lot size requirements. Comments resulting from either review are generally forwarded directly to ERSC for incorporation into the plan check memoranda. Subsequent coordination is the responsibility of the Engineer of Record and/or the Developer and results in the receipt of a memorandum of approval.

The Fire Department is typically involved to a lesser extent and generally their involvement is related to smaller grading plans and commercial developments where the Conditions of Approval have not been met or require clarification. Communications with the Fire Department are run through Ron Beverly and typically involve Conditions of Approval related to access, access widths and the bearing capacity and pavements.

#### Agua Caliente Band of Cahuilla Indians

Trust lands dot the City of Palm Springs in a checkerboard fashion and are subject to certain requirements that non tribal lands are not. Certain requirements for the development tribal lands impact the preparation of final subdivision maps and the dedication of easements and rights-of-way. Because tribal lands are generally lands of the United States, the Owner's Certificate is much different than those used for subdivisions on nontribal lands. In accordance with the Code of Federal Regulations, Title 25, this certificate identifies the allotment number(s), the lease by number and recording information and is executed by a representative of the Bureau of Indian Affairs (BIA) and the Allottee. Further, there are no offers of dedication of any kind present within this certificate. All offers to dedicate easements and/or rights-of-way are made via a separate instrument.

Maps on tribal lands are typically reviewed through a parallel process. Upon receipt of such a map, ERSC staff will review the submittal package for completeness and then forward a copy to the BIA. The BIA will review and verify the content of the Owner's Certificate and verify the lease. The BIA will also forward the map the Bureau of Land Management where survey procedures and technical content of the map are reviewed. While this on-going, ERSC staff will conduct a review of the survey procedures and map content on the behalf of the City.

In addition, the Tribe maintains a certain level of control over the development of nontribal lands. For projects where earthmoving activities are anticipated, the City's Conditions of Approval will require grading clearance from

the Tribal Historic Preservation Officer or the Tribal Archeologist prior to issuing a grading permit and, in some cases, this clearance requires the presence of a Tribal Monitor.

#### Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP)

The Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) is administered by the Coachella Valley Association of Governments and was developed to aid in the protection endangered species and their habitat while allowing for continued development activity. Along with other Cities in the Valley, the City of Palm Springs must consider the requirements of the CVMSHCP when evaluating proposed projects. ERSC's recent and past experiences in the City, have seen the greatest impacts of the CVMSHCP in the southern and northern parts of the City.

In the southern portions of the City, there are significant amounts of critical habitat set aside for Casey's June beetle along the Palm Canyon Wash and vacant parcels of land along the south side of E. Palm Canyon Drive generally east of Linden Way. The presence of Casey's June beetle will have impacts on development related to studying and trapping and the development of additional habitat in consultation with the U.S. Army Corp of Engineer's. Recent projects where the Casey' June beetle has been a concern include Linea (TM 36723) and Canyon View (TM 36969).

In the northern portions of the City, primarily north of the Whitewater River, there are certain washes and watercourses that cannot be altered in an effort to protect Fringed Toed lizard habitat. The protections limit the ability of a landowner to alter the washes and watercourses to perpetuate blow sand and the formation of the sand dunes that are habitat for the species. The outcome of these requirements effect ERSC's activities during plan checking in the form Conditions of Approval that limit a projects impact on these sensitive areas. Projects that ERSC has reviewed where this was a concern include the Fedex Distribution Center on Garnet Avenue and a solar energy project at Karen Drive and 19th Avenue.

#### Section 14 Specific Plan

The Section 14 Specific Plan provides development guidelines for portions of the eastern downtown area bounded by Ramon Road, Indian Canyon Drive, Alejo Road and Sunrise Way. In general, the intent of this plan is the celebration of the tribal heritage of the Agua Caliente Band of Cahuilla Indians. All or portions of Chapters 5, 6 and 7 contain information related street classifications and typical sections, residential and commercial development standards, parking standards and site design requirements that may impact the review and approval of precise grading plans and street improvement plans within the specific plan boundary.

#### Utility Purveyors

Typical utility coordination is and will remain the responsibility the developers and their engineers. However, ERSC has recently begun reviewing right-of-way vacation documents on behalf of the City. In this case, ERSC's involvement requires that we coordinate with the utilities operating within the City that may have existing facilities within the limits of the proposed vacation. These activities include the preparation and issuance of a notice to each utility indicating that a vacation has been proposed and follow up necessary to determine if there is a need to retain an easement for public utility purposed over the area of the vacation. All responses from the various utilities are coordinate with the party seeking the vacation to ensure action is taken.

Also, on occasion ERSC finds it necessary to interface with Veolia Water on issues related to the design of sewer facilities for one lot single family grading plans and smaller residential and commercial developments. These discussions typically involve verification of sewer line requirements based on flow data derived from criteria included in the City's guidelines. Specifically, these conversations revolve around sewer line sizes that are mandated by the Conditions of Approval, but are likely too large. In these cases, ERSC staff prepare sewer loads based on City criteria and hydraulic calculations, based on these loads to verify the sewer will scour and not become a maintenance concern. The outcome of these calculations is discussed and the appropriate resolution is incorporated into the final design of the project.

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#### Federal Emergency Management Agency (FEMA)

FEMA governs the National Flood Insurance Program and the associated Flood Insurance Studies and the development and modification of Flood Insurance Rate Maps (FIRM). Significant portions of the City are subject to flooding designated as unnumbered "A" zones, numbered "A" zones; zones of shallow flooding; and, areas subject to flooding during 500 year events. ERSC's experience with the various flood zones throughout the City is related the review of flood plain calculations and scour analysis for wind energy and solar projects along the Whitewater River and Garnet Wash and, more recently for projects along E. Palm Canyon Drive, east of Linden Way and east of Palm Hills Drive.

In the hillside area at the base of the San Jacinto Mountains there areas within unnumbered "A" zones that are the focus of individual landowner and speculators. These projects are typically characterized as one lot single family grading plans with Conditions of Approval that require protection from flooding. In these cases, it is important to develop base flood elevations that are defensible. For projects like these, we will steer the owner's engineer toward methods outlined in a FEMA publication titled *Managing Floodplain Development in Approximate Zone A Areas, A Guide for Obtaining Base (100-Year) Flood Elevations* to make the base flood determination.

#### Riverside County Flood Control and Water Conservation District (RCFCWCD)

The Riverside County Flood Control and Water Conservation District oversees the design and development and storm drain master plans and regional flood control facilities in areas of the Coachella Valley including the Cities of Desert Hot Springs, Cathedral City, Palm Springs, Rancho Mirage and the portions of the County surrounding these Cities. Currently, ERSC is a design consultant for the RCFCWCD and we have recently completed designs for projects in the City of Banning and the City of Moreno Valley and along Sunrise Way for the City of Palm Springs.

Further, we are currently reviewing Palm Springs Master Drain Plan Line 29 in Random Road which is associated with the development of Tract 33575. In addition, we are continually reviewing hydrology and hydraulic calculations for the Cities of Hemet and Palm Springs. Each of these activities provides ERSC's team members valuable exposure to District personnel and design standards and guidelines used daily in the preparation and the review of development related plans.

Based on ERSC's experience, these are the outside influences that have the highest potential to impact for any project in the City of Palm Springs. Some will present during the review and approval of various developer funded improvement plans and others will present earlier during the project entitlement phase. There are others such as Caltrans, U.S. Fish and Wildlife and the U.S. Army Corp of Engineers that may influence certain projects, but, in ERSC's 15 year history with the City ERSC has yet to deal with these agencies on a regular basis, if at all. In the event that these agencies should become involved, ERSC has experience with each in the various Cities served.

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**Appendix A: Sample Checklist**

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**CITY OF PALM SPRINGS  
ENGINEERING DEPARTMENT  
SEWER IMPROVEMENT PLAN CHECK SHEET**

Project No.: \_\_\_\_\_ Project Name: \_\_\_\_\_  
 Plan Reviewer: \_\_\_\_\_ Date: \_\_\_\_\_  
 City's File No.: \_\_\_\_\_

	1st ck	2nd ck	3rd ck	Mylar	Comments
<b>I. Preparation of Plan or Plan and Profile Sheets</b>					
1. Mylar plan and profile sheets (3 mil min.) 24" x 36" or approved permanent equal.					
2. Drawing will be in ink and all work must be clearly reproducible.					
3. Quantity estimates to be placed on first page.					
4. No Applicate film to be used on final plans.					
5. Existing Features may be gray scaled, but no less than 40% black. Lines may be solid or dashed. No dotted lines are permitted for existing features.					
<b>II. Vicinity Map</b>					
1. Show on first sheet. Scale 1" = 800'.					
2. Street names shown thereon with street numbers.					
<b>III. Research</b>					
1. Investigate engineering records for previous designs and surveys of project area.					
2. Investigate all monuments within project area.					
3. Investigate all bench marks within project area.					
4. Field check before checking plan.					
5. Check condition of existing improvements.					
<b>IV. Title Block</b>					
1. City Standard Title Block shown on all sheets.					
2. Tract Number of job description (if applicable).					
3. Registered Engineer's signature and RCE Number.					
4. Date plan prepared and checked by consulting engineer's staff.					
5. Show benchmark description, as described by the City of Palm Springs Benchmark Book, on all sheets.					
<b>V. General Notes</b>					

**CITY OF PALM SPRINGS  
ENGINEERING DEPARTMENT  
SEWER IMPROVEMENT PLAN CHECK SHEET**

	1st ck	2 <sup>nd</sup> ck	3 <sup>rd</sup> ck	Mylar	Comments
1. General Notes shall be shown on the first sheet.					
<b>VI. Plan and Profile</b>					
1. North arrow and scale (1" = 20' 1" = 40' or as approved by City Engineer) on all sheets.					
2. The sewer line stationing to be shown on plan and profile. No negative stationing. Show match lines on consecutive sheets.					
3. Stationing at all manholes and cleanouts.					
4. Size of sewer using the City's Master Plan of Sewers, unless otherwise specified.					
5. Over size of sewer to decrease grade is not permitted.					
a. Design sewer to flow at 2 feet per second or a minimum slope of .0035.					
b. Size sewer using the following criteria.					
<b>Zoning</b>	<b>Type of Development</b>			<b>DPS/Acre</b>	
R-1-C	Single Family (10,000 SF)			.00163	
R-G-A	Multiple Residential Garden Apt.			.0051	
R-3	High Density Apartments			.0119	
R-TP	Residential Trailer Park			.00357	
c. Design 4" dia. laterals to have a min. grade of 2% and 6" dia. laterals to have a min. grade of 1%.					
6. The design of sewer mains shall be calculated on the basis of the pipe flowing 1/2 full at the time of peak flow per Sanitary Sewer Master Plan, dated February 2009.					
7. Show invert elevations of all grade breaks and manholes in profile. Include finished grade on street over sewer and elevation of rim of manhole.					
8. Show alignment and location of sewer on plan.					
9. Show existing and proposed underground and overhead utilities, including approx. locations of laterals and services of property line.					



**CITY OF PALM SPRINGS  
ENGINEERING DEPARTMENT  
SEWER IMPROVEMENT PLAN CHECK SHEET**

	1st ck	2 <sup>nd</sup> ck	3 <sup>rd</sup> ck	Mylar	Comments
10. Names of all streets shown on plan and profile.					
11. Sewer pipe to be a minimum of 10 feet horizontally from water line to outside of sewer pipe; use cast iron pipe. If less than 10' from water main refer to the State of CA, Dept. of Health Services - Criteria for the Separation of Water Mains and Sanitary Sewers (see also City of Palm Springs Std. Dwg. No. 407 - Concrete Sewer Main Encasement).					
12. Show min. of 0.20-foot hike up when changing direction in manhole. Straight grade through manholes permitted.					
13. Place sewer min. 5 feet from street centerline and show direction of flow.					
14. March soffit when joining pipes of different sizes (from smaller to larger).					
15. Sewers completed prior to street paving shall have sand traps installed until all improvements are accepted.					
16. All house laterals shall be permanently located by marking with a 2-inch "S" imprinted on the curb.					
17. In general, straight line design between manholes shall be required, depending upon the presence of other utilities, grades, etc. Horizontal curvilinear sewer may be approved, however, the approval shall be an exception rather than the rule and shall have prior approval by the City Engineer. The following requirements hold in the event curvilinear sewer is approved.					
<u>Pipe Diameter</u>	<u>Min. Radius</u>				
8 - 12"	150'				
15 - 18"	300'				
21 - 30"	400'				
32 - 42"	500'				
Also, vertical curvilinear sewers will be accepted with prior approval of the City Engineer.					
18. Minimum sewer cover shall be 7 feet.					
19. Manholes spacing to be, at maximum, 300 feet +/-					
20. Manholes in flood prone areas to be equipped with waterproof cover and					

**CITY OF PALM SPRINGS  
ENGINEERING DEPARTMENT  
SEWER IMPROVEMENT PLAN CHECK SHEET**

	1st ck	2 <sup>nd</sup> ck	3 <sup>rd</sup> ck	Mylar	Comments
protective metal cover at sewer line passage.					
21. Show construction notes on all sheets.					
22. If a sewer is private, the following note shall be placed in a prominent location under the Project Title on the Project Title Sheet. The proposed sewer main and appurtenances are private and will not be owned or maintained by the City of Palm Springs.					
23. Sewer manholes that are part of private sewer systems, shall have covers identified as "Private Sewer."					
24. The location of proposed water lines shall be included in sewer plans in the plan view (for location comparison purposes). On-site domestic water system plans are reviewed and approved by the Building Dept. The Building Dept. will inspect the entire on-site private water system.					

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**ATTACHMENT "A"**  
**\*THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK**  
**PROPOSAL (Envelope #1)\***  
**REQUESTS FOR PROPOSALS (RFP) # 04-16**  
**ON-CALL ENGINEERING PLAN CHECK SERVICES**

**SIGNATURE AUTHORIZATION**

NAME OF COMPANY (PROPOSER):

Engineering Resources of Southern California, Inc.

BUSINESS

ADDRESS: 3550 East Florida Avenue, Suite B., Hemet CA 92544

TELEPHONE: 951/765-6622 CELL PHONE 951/837-7355 FAX 951/765-6621

CONTACT PERSON John M. (Matt) Brudin EMAIL ADDRESS matt@erscinc.com

- 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.

John M. Brudin, President

PRINTED NAME AND TITLE

April 12, 2016

SIGNATURE AND DATE

- 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, Partner's names: \_\_\_\_\_

A company

A corporate If a corporation, organized in the State of California

**Please check bellow IF your firm qualifies as a Local Business as defined in the RFP:**

A Local Business (Licenced 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: 33-0718153

**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 check acknowledgment receipt of each Addenda:**

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

A-2

# CITY OF PALM SPRINGS BUSINESS LICENSE

3200 E TAHQUITZ CANYON WAY, PALM SPRINGS, CA 92262 (760) 323-8289

PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO RENEW AND UPDATE THIS LICENSE ANNUALLY.

<b>BUSINESS NUMBER:</b>	<b>20014416</b>	<b>EXPIRATION</b>	<b>TAX/ADMIN. FEE</b>	<b>CERT NO</b>
<b>BUSINESS TYPE:</b>	<b>ENGINEERING CONSULTANT</b>	<b>05/31/2016</b>	<b>18.00</b>	<b>47821</b>
<b>OWNER NAME:</b>	<b>JOHN M BRUDIN</b>	<b>05/31/2016</b>	<b>200.00</b>	<b>47823</b>
		<b>05/31/2016</b>	<b>1.00</b>	<b>57422</b>

**BUSINESS NAME:** ENGINEERING RESOURCES OF SO CAL  
**BUSINESS ADDRESS:** 3550 E FLORIDA AVE STE B  
HEMET, CA 92544

ENGINEERING RESOURCES OF SO CAL  
3550 E FLORIDA AVE  
STE B  
HEMET CA 92544

ISSUANCE OF THIS LICENSE DOES NOT ENTITLE  
THE LICENSEE TO OPERATE OR MAINTAIN A  
BUSINESS IN VIOLATION OF ANY OTHER LAW  
OR ORDINANCE. THIS IS NOT AN ENDORSEMENT  
OF THE ACTIVITY NOR OF THE APPLICANT'S  
QUALIFICATIONS.

**MUST BE POSTED IN A CONSPICUOUS PLACE**

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ATTACHMENT "B"

\*THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK  
PROPOSAL (Envelope #1)\*

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY  
PROPOSER AND SUBMITTED WITH PROPOSAL

STATE OF CALIFORNIA) ss  
COUNTY OF RIVERSIDE)

The undersigned, being first duly sworn, deposes and says that he or she is John M. Brudin  
of Engineering Resources of Southern California, Inc.,  
the party making the foregoing Proposal. That the Proposal is not made in the interests of, or on  
the behalf of, any undisclosed person, partnership, company, association, organization, or  
corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not  
directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal,  
and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or  
anyone else to put in a sham Proposal, or that anyone shall refrain from Proposing; that the  
Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or  
conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix  
any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to  
secure any advantage against the public body awarding the contract of anyone interested in the  
proposed contract; that all statement contained in the Proposal are true; and, further, that the  
Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown  
thereof, or the contents thereof, or divulged information or data relative thereof, or paid, and will  
not pay, any fee to any corporation, partnership, company, association, organization, Proposal  
depository, or any other member or agent thereof to effectuate a collusive or sham Proposal.

By: \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_\_



**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

\_\_\_\_\_  
*Signature of Document Signer No. 1*

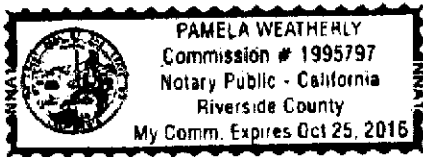
\_\_\_\_\_  
*Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside

Subscribed and sworn to (or affirmed) before me  
on this 7<sup>th</sup> day of April, 2016,  
by Date Month Year

(1) John M. Bradin  
(and (2) \_\_\_\_\_ ),  
*Name(s) of Signer(s)*



proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.

Signature Pamela Weatherly  
*Signature of Notary Public*

*Seal*  
*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

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

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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**Addendum No. 1**

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**REQUEST FOR PROPOSALS (RFP 04-16)**  
**FOR**  
**ON-CALL CIVIL ENGINEERING PLAN CHECK SERVICES**  
**ADDENDUM NO. 1**

This Addendum is being issued for the following changes and informational items:

THE FOLLOWING REVISIONS AND/OR ADDITIONS TO THE RFP DOCUMENT AND INSTRUCTIONS ARE TO BE INCLUDED AND SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

***The City has received the following questions and is hereby providing an answer thereto:***

Q 1: The RFP indicates that 1<sup>st</sup> submittals are picked up at the Engineering Dept. Will this be the only method for acquiring the documents? Is the City open to sending the documents via overnight shipment (Ontrac, Fedex, etc.) to the consultant?

***A 1: The City may consider other options in sending out first submittal documents to the consultant, including electronic submittals. However, consideration of sending documents overnight via Ontrac, FedEx, or similar methods need to consider staff time in packaging those documents once received by the City. Any consideration of additional tasks should be absorbed by Consultant.***

Q 2: I just wanted to clarify on the page count for this proposal. On page 11, Point 7. Proposal Content, the paragraph references 30 pages and then later says 25 pages. Can you please let me know if there is a 25 or a 30 page limit?

***A 2: The page limit is thirty (30) pages. Our apologies for the typographical error.***

Q 3: In Section 4, Proposal Requirements, there is a statement requesting a discussion of recent experience preparing plans, studies and maps for private development projects in the City of Palm Springs. Can you elaborate on the intent of this particular request?

***A 3: The intent of this particular request is to seek consultant experience in preparing plans, studies and maps for private development projects in the City of Palm Springs. Palm Springs is unique in that it has many different agencies and***

*jurisdictions, such as the various utility companies, Tribal lands, Caltrans, Riverside County Flood Control District, USFWS, Caltrans, FEMA, ACOE, etc. The City has endangered species and special requirements that are unique to our area. Experience in dealing with these agencies, understanding the City's as well as their rules and regulations unique to our City and/or any historical knowledge of development should be discussed in your proposal.*

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

\_\_\_\_\_  
Craig L. Gladders, C.P.M.  
Procurement & Contracting Manager  
DATE: April 4, 2016

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Acknowledgment of Receipt of Addendum 1 is required by signing and including the acknowledgment with your submittal, or you may also acknowledge the Addenda on the bottom of Attachment A. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.**

**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, and for the various documents listed are as follows:

<b>Grading Plan - Check</b>		
Less Than 15,000 S.F.	\$ 535	Per Sheet
15,000 S.F. to 4 ACRES	\$ 821	PER SHEET
4 + Acres	\$1,445	Per Sheet
Additional Per Sheet Charge On The Fourth (4th Resubmittal)	50%	Plus 50% Of The Above Amount
Fast Tract Performances	150%	Times The Above Amounts
<b>Legal Documents</b>		
Lot Line Adjustments	\$ 920	
Parcel Merger	\$ 920	
Certificate Of Compliance	\$ 920	
<b>Plan Check Fees to Improvement (Street, Sewer, Drainage)</b>		
Traffic Signal Plans	\$ 535	Per Sheet
Street Plans	\$ 535	Per Sheet
Sewer Plans	\$ 438	Per Sheet
Storm Drain	\$ 535	Per Sheet
Signing And Striping Plans	\$ 438	Per Sheet
Additional Per Sheet Charge On The Fourth (4th Resubmittal)	50%	Of The Above Amounts
Fast Tract Performance	150%	Time The Above Amounts
<b>Plan Check / Review</b>		
Professional Reports Or Plans	(Not Specifically Covered By This Schedule) Consultant Cost	
Fast Tract Performance	150%	Times The Above
<b>Subdivision Maps</b>		
Parcel Maps	\$ 631	Per Sheet
Final Maps (Or Parcel Maps 5 Lots Or More)	\$ 835	Per Sheet
Revision Of Final And Parcel Maps	50%	Of Original Fee
Additional Per Sheet Charge On The Fourth (4th Submittal)	50%	Of Above Amounts
Fast Track Performance	150%	Times Above Amounts
<b>Right-Of-Way</b>		
Dedication And Easements	\$ 690	Pass Through Consult. Costs
Vacations (Street And Easements)	\$ 690	(Includes \$690 Direct Cost/Pass Through Consult. Costs)

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

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

Invoices for payment of professional services required herein above for development items (plans and/or maps) reviewed and approved up to and including the third plan check submittal, and for the various documents listed, 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.

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

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

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, 2016, 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, 2017, 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 Director of Engineering Services.

**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"**