



## City Council Staff Report

Date: June 1, 2016

CONSENT CALENDAR

Subject: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH CASC ENGINEERING AND CONSULTING, INC., A CALIFORNIA CORPORATION, FOR ON-CALL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM CONSULTING SERVICES

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

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### SUMMARY

This action will approve an "on-call" professional services agreement with CASC Engineering and Consulting, Inc., to provide a variety of regulatory compliance services associated with the City's National Pollutant Discharge Elimination System ("NPDES") program. The "on-call" agreement will provide services for an initial three year term, subject to two, one-year extensions. The 2016/2017 Fiscal Year budget includes an appropriation of \$200,000 for these required services within the Community Service Area 152 Fund (Fund 124).

### RECOMMENDATION:

- 1) Approve Professional Services Agreement No. \_\_\_\_\_ with CASC Engineering and Consulting, Inc., a California corporation, for "on-call" National Pollutant Discharge Elimination System NPDES program consulting services for an initial three (3) year term, subject to two (2) additional one (1) year extensions;
- 2) Authorize a purchase order in the amount of \$200,000 to CASC Engineering and Consulting, Inc. for annual NPDES program consulting services for Fiscal Year 2016/2017 and subsequent fiscal years during the term of the Agreement; and
- 3) Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

The Clean Water Act (CWA) establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters. The CWA was based on laws enacted in 1948 and was then referred to

ITEM NO. 2.5.

as the Federal Water Pollution Control Act. The Act was significantly reorganized and expanded in 1972 and became known as the "Clean Water Act."

The CWA made it unlawful to discharge any pollutant from a point source into navigable waters, unless a permit was obtained. EPA's National Pollutant Discharge Elimination System (NPDES) permit program controls discharges. Point sources are discrete conveyances such as pipes or man-made ditches. Individual homes that are connected to a municipal system, use a septic system, or do not have a surface discharge do not need an NPDES permit; however, industrial, municipal and other facilities must obtain permits if their discharges go directly to surface waters.

The CWA establishes requirements for the discharge of urban runoff from the Municipal Separate Storm Sewer System ("MS4") under the NPDES program. The Colorado River Basin Regional Water Quality Control Board ("RWQCB") issued Permit Order No. R7-2013-0011 to authorize the discharge of urban runoff from within the City on June 20, 2013. The permit regulates the operation and maintenance of the City's Municipal Separate Storm Sewer System (or "MS4" – the system of streets and storm drainage systems that convey storm water runoff to the various waters of the U.S., including the Tahquitz Creek, Palm Canyon Wash, and Whitewater River). The NPDES permit regulates the discharge of pollutants in urban stormwater runoff generated from development projects, and from existing industrial facilities, restaurants, and commercial sites. The goal of the NPDES permit is to prevent polluted runoff generated on public or private properties from passing directly to the MS4 and thereby polluting the waters of the U.S.

The NPDES permit requires the City to inspect construction sites, industrial facilities, restaurants and commercial sites. Inspection frequency is based on various factors, such as: the type of business and activities; the types of potential pollutants present; whether the business is in significant non-compliance and proximity to impacted waters. Businesses are assigned to a high, medium or low priority inspection based on the Standard Industrial Code (SIC). Businesses that are classified as high priority must be inspected annually, medium priority businesses once every two years and low priority businesses once every five years.

Examples of polluted stormwater runoff that are to be prevented through the City's NPDES inspection program are shown in the following photos. The examples identify erosion and sediment pollution caused by an active construction site; oils and polluted contaminants in a drainage gutter; leaking fluids from stored equipment; and leaking toxic chemicals and other pollutants from a commercial trash enclosure.





There is a need for continued on-call support of City staff to ensure that the City remains compliant with the terms and conditions of the NPDES Permit. Therefore, staff coordinated with the Procurement and Contracting Division to prepare a Request for Proposals ("RFP") to solicit proposals from professional firms experienced with coordinating and providing services associated with the NPDES Program.

On February 25, 2016, the City issued RFP 03-16 for NPDES Program consulting services, and by the March 29, 2016, deadline, proposals from the following 8 firms were received:

- CASC Engineering and Consulting, Inc.; Colton, CA
- CLM Professional Services, Inc.; Redlands, CA
- Dudek; Palm Desert, CA
- G&G Environmental Compliance, Inc.; Riverside, CA
- Lynn Merrill and Associates, Inc.; Redlands, CA
- MSA Consulting, Inc.; Rancho Mirage, CA
- The Water Quality Company; Bloomington, CA
- Whitson Contracting & Management, Inc.; San Diego, CA

Following review of the proposals by a Selection Committee, a clear consensus of CASC Engineering and Consulting, Inc., as the top ranked firm was made. Based upon the RFP, CASC Engineering and Consulting demonstrated a comprehensive understanding of the NPDES program and can provide the capacity to advise the City on policy issues, review, develop and update ordinances, resolutions, processes and procedures within the City, perform integrated inspection services as they relate to construction, commercial, industrial and residential sites, inclusive of ensuring Best Management Practices (BMPs) and/or Storm Water Pollution Prevention Plans (SWPPP) are implemented, while ensuring the professional development and understanding of the City's existing staff. CASC further demonstrated that it can provide immediate and appropriate technical support to the City's Development, Administration, Finance and Engineering staffs in order to ensure that the City has a comprehensive, integrated program that dovetails with other programs such as water conservation, landscape maintenance, water and wastewater operations. CASC has a track record of working with and training local agencies on a variety of NPDES programs that affect the Whitewater region.

### **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; however, none 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.

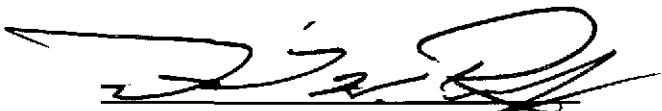
FISCAL IMPACT:

Funding associated with monitoring for and compliance of the NPDES Program is made available through a special enterprise fund called the Community Service Area 152 ("CSA 152") Fund, appropriated in Fund 124. Riverside County first established CSA 152 to levy a special tax to generate revenue associated with implementing various programs associated with the NPDES Program; the City annexed into CSA 152 in 1993, to allow for the levy of assessments to offset the City's costs related to administering its NPDES Program. The 2016/2017 Fiscal Year budget includes an appropriation of \$200,000 to fund the costs associated with monitoring and implementing the requirements of the City's NPDES Permit. Sufficient funding will be budgeted and available in CSA 152 Fund, Account No. 124-4242-43200, to approve the "on-call" agreement with CASC Engineering and Consulting, Inc., with an annual maximum contract amount established at \$200,000 each fiscal year in which the agreement is effective.

SUBMITTED:

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



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

Attachment(s):

Agreement

**CITY OF PALM SPRINGS  
PROFESSIONAL SERVICES AGREEMENT  
ON-CALL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)  
PROGRAM CONSULTING 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 CASC ENGINEERING AND CONSULTING, 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" National Pollutant Discharge Elimination System (NPDES) program consulting services, (hereinafter the "Project").

B. Consultant has submitted to City a proposal to provide As-Needed, "On-Call" NPDES program consulting services 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; 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 assignments 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 task or assignment that the City may assign Consultant as provided in Section 1.8 and in this Section 2.1. Each such separate task or assignment 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.

For the Services rendered pursuant to this Agreement within any fiscal year in which this Agreement remains effective, commencing July 1 and ending June 30, the City has estimated and hereby establishes an annual budget for on-call services of **Two Hundred Thousand Dollars, (\$200,000)** ("Annual Contract Amount"). It is expressly agreed that the Annual Contract Amount of this Agreement is hereby established as an annual not to exceed budget for the required services, unless otherwise revised in accordance with Section 1.8 of this Agreement.

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

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

**2.4 Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefore by the Palm Springs City Council for each fiscal year covered by the Agreement. If such appropriations are not made, 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: **Rick Sidor, Principal**. 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: CASC Engineering and Consulting, Inc.  
Attention: Rick Sidor  
1470 E. Cooley Drive  
Colton, California 92324  
Telephone: (855) 383-0101  
Facsimile: (760) 722-4264

**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**

**CASC ENGINEERING AND CONSULTING, INC., A CALIFORNIA CORPORATION**

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

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

**ATTEST:**

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

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

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

**APPROVED AS TO FORM:**

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

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

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

**RECOMMENDED:**

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

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

**APPROVED BY THE CITY COUNCIL:**

Date \_\_\_\_\_

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

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The Consultant shall provide a variety of MS4/NPDES related services to the City on an as-needed / as-requested basis. Overall, Consultant shall provide services which encompass aspects of the NPDES program as it pertains to the Federal Clean Water Act, the Porter-Cologne Act, the statewide General Permits relating to Construction, Industrial, DeMinimus and all related regulations, policies, procedures and actions as implemented by the State Water Resources Control Board. With the elimination of Riverside County's Compliance Assistance Program (CAP), the consultant shall be expected to integrate these services as part of the City's overall NPDES program. Further, the Consultant shall provide policy assessment, scientific understanding and field implementation necessary to provide comprehensive support to the City as it relates to the Waste Discharge Requirements for the County of Riverside and the incorporated areas subject to the Whitewater River Permit, under Colorado River Basin Regional Water Quality Control Board Order No. R7-2013-0011, NPDES No. CAS 617002, Areawide Urban Storm Water Runoff Permit and any successor permits.

The Consultant has a comprehensive understanding of the NPDES program and can provide the capacity to advise the City on policy issues, review, develop and update ordinances, resolutions, processes and procedures within the City, perform integrated inspection services as they relate to construction, commercial, industrial and residential sites, inclusive of ensuring Best Management Practices (BMPs) and/or Storm Water Pollution Prevention Plans (SWPPP) are implemented, while ensuring the professional development and understanding of the City's existing staff. The Consultant can provide immediate and appropriate technical support to the City's Development, Administration, Finance and Engineering staffs in order to ensure that the City has a comprehensive, integrated program that dovetails with other programs such as water conservation, landscape maintenance, water and wastewater operations. The Consultant shall have a track record of working with the business community as a resource while ensuring that the development and business communities come into compliance with applicable NPDES requirements in a timely and fair approach. The Consultant may use a combination of prime and subconsultants in order to ensure complete integration of the various components of the NPDES programs and in order to avoid gaps in program implementation.

The following sections provide further details regarding the City's needs and requirements:

#### **I. NPDES PROGRAM ADMINISTRATION AND REPRESENTATION**

The Consultant shall act as the City's designated representative as it relates to working with the Principal Permittee (Riverside County), other co-permittees, regulators such as the Colorado River Basin Regional Water Quality Control Board, other agencies and organizations, including but not limited to the business community, environmental organizations and the general public. Consultant shall be responsible for the administration and reporting requirements set forth in the NPDES permit and as needed by the City for the efficient and effective operation of the NPDES program. The following are necessary and typical in order for the City to comply with the NPDES program requirements and to ensure adequate involvement by the City in the NPDES Permit program:

1. Consultant shall attend and adequately represent the City at the following meetings:
  - a) Riverside County Desert Task Force Meeting, including any subcommittees as created. Consultant shall have appropriate and demonstrated technical involvement and historical understanding of the activities at these meetings.
  - b) Colorado Regional Water Quality Control Board meetings as requested.

## EXHIBIT "A" SCOPE OF SERVICES

- c) City Capital Improvement Status meeting, Design Review Committee, Economic Development Committee, Utility Commission meeting, Planning Commission, or City Council meetings as requested.
2. Consultant shall be responsible for administering the NPDES program within City operations, including but not limited to preparation of the annual report submission for the County; assistance in preparation of budget submission, special studies and other efforts as requested by the City; maintain and update any databases as provided by the County of Riverside or the City of Palm Springs; and, develop and present technical memos and policy papers as necessary to provide information to City staff, the Principal-Permittee, Co-Permittees and elected officials.
  3. Consultant shall meet regularly with the Public Works & Engineering Department liaison to provide appropriate updates and status reports on various projects, to seek input and to respond to requests as appropriate.
  4. Consultant shall assist the City in identifying and submitting applications for grants related to the NPDES program, or other associated programs such as water conservation, facilities, and others.
  5. Consultant shall assist in preparation of fee studies, cost recovery models or other activities in support of the program.
  6. Consultant shall have the capacity to review, analyze and provide technical, scientific and policy assessment as it relates to analyzing proposed permits, Total Maximum Daily Loads (TMDLs) and resulting regional wide programs. Consultant shall be able to communicate effectively the impacts and costs associated with proposed actions by the regulators, and be able to present said findings to the City staff and elected officials, other elected or appointed bodies either orally or in writing.
  7. Consultant shall review and update the City's Local Implementation Plan (LIP) on an annual basis, and prepare revisions as necessary to comply with current operations, NPDES Permit requirements or other requirements which affect the operation of the LIP.
  8. Consultant shall review and update the City's Stormwater Ordinance on an annual basis, and prepare revisions as necessary to improve enforcement of the NPDES program within the City.
  9. Consultant shall coordinate the invoicing of the City's NPDES Inspection Fee program, including but not limited to: reviewing and revising the designations and classifications for individual businesses within the City; field checking businesses to determine the appropriate prioritization of the business; assisting city staff in accounting and invoice preparation, including preparation of invoice master lists for billing; and, reconciling the City's business list against the MS4 database in order to maintain a current record of businesses for both inspection and invoicing purposes.
  10. Consultant shall coordinate with other water conservation organizations and agencies including but not limited to, Palm Springs Wastewater Treatment Plant and Veolia West Operating Services as plant operator.

## EXHIBIT "A" SCOPE OF SERVICES

11. Consultant shall perform other administrative activities as requested in support of the NPDES program or other associated programs, including water, wastewater, water conservation, and landscaping.

### II. INSPECTION PROGRAM

The Consultant shall have the capability of providing a variety of inspection services as it relates to Construction, Commercial, Industrial, Restaurants and Municipal Facilities. The inspection programs shall include compliance with the current version of the General Construction Permit, the General Industrial Permit, the MS4 Stormwater Permit and other programs as applicable. With the elimination of Riverside County's Compliance Assistance Program (CAP), the consultant shall be expected to integrate these services as part of the City's overall NPDES program. The Consultant shall prepare appropriate written inspections, including documentations and photos as needed to ensure compliance by the inspectee as it relates to the various programs and at a frequency accepted by the Regional Water Quality Control Board. The Consultant shall also perform other types of inspections, including investigations of alleged and reported Illicit Connections – Illicit Discharge and other inspections. Consultant shall issue Notices of Correction and Notices of Violations to the inspectee, shall maintain a record of follow-up inspections, and shall document evidence as necessary in support of prosecution if necessary. Consultant staff shall have Qualified Stormwater Practitioner (QSP) training and at least one of the supervising inspectors shall be certified as a QSP upon start of the contract. Consultant shall input and update the MS4 Database on a routine basis as part of the inspection program. Consultant staff shall include Spanish speaking inspectors to ensure that inspection program requirements are appropriately communicated to non-English speaking inspectees. Consultant shall provide inspections, which include Municipal or City owned facilities for the following program areas:

- A. **Commercial** – Consultant shall inspect each applicable commercial business on a frequency appropriate to the type of business, the activities performed by the business which may result in exposure to stormwater, the SIC/NAICS Codes, and any other information appropriate to the NPDES program. Consultant shall secure on a monthly basis the names and addresses of all new commercial businesses issued licenses by the City and conduct an initial inspection of the business using the Risk Based Scoring System. In addition, the Consultant shall perform a Pre-Treatment Survey to be submitted to the Palm Springs Wastewater Treatment Plan/Veolia operators. Upon completion of the initial inspection, Consultant shall establish the business priority within the database and shall subsequently maintain all inspections within the Database as appropriate. Inspections shall comply with the requirements of the current version of the County of Riverside MS4 Permit. Consultant shall use forms developed by the City for documenting each inspection. Consultant shall perform follow-up inspections as necessary to ensure corrections of Notices of Correction or Notices of Violations.
  
- B. **Industrial** - Consultant shall inspect each applicable industrial business on a frequency appropriate to the type of business, the activities performed by the business which may result in exposure to stormwater, the SIC/NAICS Codes, whether the business is listed in the General Industrial Permit, and other information as appropriate. Consultant shall secure on a monthly basis the names and addresses of all new industrial businesses issued licenses by the City, conduct an initial inspection of the business using the Risk Based Scoring System. In addition, the Consultant shall perform a Pre-Treatment

## EXHIBIT "A" SCOPE OF SERVICES

Survey to be submitted to the Palm Springs Wastewater Treatment Plant/Veolia operators. Upon completion of the initial inspection, Consultant shall establish the business priority within the database and shall subsequently maintain all inspections within the database as appropriate. Consultant shall consult with Regional Water Quality Control Board staff as appropriate in order to ensure that the industrial businesses are in compliance and covered by the General Industrial Permit as appropriate. Consultant shall use forms developed by the City for documenting each inspection. Consultant shall perform follow-up inspections as necessary to ensure corrections of Notices of Correction or Notices of Violations.

- C. **Restaurants** - Consultant shall inspect each applicable restaurant on a frequency appropriate to the type of business, the activities performed by the business which may result in exposure to stormwater, the SIC/NAICS Codes, the presence of grease interceptors and any other information appropriate to the NPDES program. Consultant shall secure on a monthly basis the names and addresses of all new restaurants issued licenses by the City, conduct an initial inspection of the restaurant using the Risk Based Scoring System. In addition, the Consultant shall perform a Pre-Treatment Survey to be submitted to the Palm Springs Wastewater Treatment Plant/Veolia operators. Upon completion of the initial inspection, Consultant shall establish the business priority within the MS4 Database and shall subsequently maintain all inspections within the MS4 Database as appropriate. Inspections shall comply with the requirements of the current version of the County of Riverside MS4 Permit. . Consultant shall use forms developed by the City for documenting each aspect of the inspection. Consultant shall perform follow-up inspections as necessary to ensure corrections of Notices of Correction or Notices of Violations.
- D. **Post Construction BMPS** – Consultant shall perform Post Construction BMP Inspections of all BMPS included with current and past WQMP documents in order to ensure compliance with the requirements of the current version of the Riverside County NPDES MS4 Permit. At minimum, all Post Construction BMPs, shall be inspected once every three years and on a greater frequency if issues are identified. Consultant shall work with property owners, property managers and tenants in order to ensure that BMPs are operating as set forth in the WQMP document, and that said BMPs are being properly maintained in order to ensure maximum effectiveness for pollutant removal. Consultant shall use forms developed by the City for documenting each aspect of the inspection. Consultant shall perform follow-up inspections as necessary to ensure corrections of Notices of Correction or Notices of Violations. Consultant shall input inspection information into the MS4 database on a routine basis.
- E. **Construction Sites** – Consultant shall perform Construction site inspections on private and public projects inclusive of private development and city capital projects in compliance with the current General Construction Permit, the County of Riverside MS4 Permit and the City's current Storm Water Ordinances. Inspections shall be at the frequency determined by the requirements set forth in the County of Riverside MS4 permit. Consultant shall obtain on a weekly basis a list of current public and private construction projects which have been issued a notice to proceed with construction

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

activities or a grading permit. The Consultant shall review the State SMARTS system in order to verify that a project has obtained coverage as appropriate under the General Construction Permit, and shall conduct an initial inspection to determine on-site compliance as necessary based upon BMPs and SWPPP requirements. Based on the type of construction, the Consultant shall establish an inspection schedule consistent with the priorities set forth in the MS4 Permit, and shall maintain set schedule as required during the wet and dry seasons. Consultant inspection staff shall have their QSP Certification in order to conduct inspections. For public projects, the Consultant shall be responsible, in coordination with city staff, for inputting City projects into the SMARTS system, shall be responsible for ensuring that the public construction site maintains adequate on-site BMPs, shall perform all necessary inspections, record keeping and filing of annual reports, including but not limited to obtaining Notice of Intent filings, filing of all required documents into the SMARTS system, filing of Annual Reports if required by the duration of the construction project, and filing of Notice of Termination under the direction of the City Engineer or his/her designee. Consultant shall use forms developed by the City for documenting each aspect of the inspection. Consultant shall perform follow-up inspections as necessary to ensure corrections of Notices of Correction or Notices of Violations. Consultant shall input inspection information into the MS4 database on a routine basis.

### **III. TRAINING**

Consultant shall be capable of providing annual in-house training programs on various aspects of the NPDES program. Training may include one-on-one mentoring, classroom or tailgate sessions. In addition, Consultant shall maintain training records and input training records into the database or annual report on a routine basis. Training topics may include but not limited to:

- a. Integration of NPDES requirements throughout the development process, including WQMP components and Construction inspection requirements within the development process;
- b. Integration of the General Construction Permit and the General Industrial Permit, and other statewide requirements into City operations.
- c. Compliance with NPDES requirements in Municipal facilities.
- d. Other specific training as determined by the City.

**END OF EXHIBIT "A"**

**EXHIBIT "B"**

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

**CITY OF PALM SPRINGS, CA  
NOTICE INVITING PROPOSALS FOR RFP #03-16**

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM ON-  
CALL CONSULTING 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 technical consultant services to assist with the National Pollutant Discharge Elimination System (NPDES) Program within the City of Palm Springs.

**PROJECT LOCATION:** Various locations within the City of Palm Springs, CA

**SCOPE OF SERVICES:** The scope of work will consist of providing the City with on-call technical consultant services to assist with the National Pollutant Discharge Elimination System (NPDES) Program within the City of Palm Springs.

**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 may result in not receiving addenda to the RFP. Failure to acknowledge Addenda may result in your proposal being deemed non-responsive. \*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, MARCH 29, 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., Procurement & Contracting Manager

RFP #03-16  
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**CITY OF PALM SPRINGS, CA  
REQUEST FOR PROPOSALS (RFP) #03-16**

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM  
CONSULTING SERVICES**

Requests for Proposals (RFP #03-16), for professional technical consultant services to assist with the National Pollutant Discharge Elimination System (NPDES) Program within the City of Palm Springs (hereinafter the "RFP") will be received at the Office of Procurement & Contracting, 3200 East Tahquitz Canyon Way, Palm Springs, California, until **3:00 P.M. LOCAL TIME, TUESDAY, MARCH 29, 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 professional technical consultant services to assist with the National Pollutant Discharge Elimination System (NPDES) Program within the City.

**SCHEDULE:**

Notice requesting Proposals posted and issued ..... February 25, 2016  
**Deadline for receipt of Questions** ..... **Monday, March 21, 2016, 3:00 P.M.**  
**Deadline for receipt of Proposals** ..... **Tuesday, March 29, 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:**

**ATTACHMENT "A"- Signature Authorization Form, including Addenda acknowledgment.**

**\*Must be completed and included with Qualifications/Work Proposal envelope.**

**ATTACHMENT "B" – Non-Collusion Affidavit Form. \*Must be completed and included with Qualifications/Work Proposal envelope.**

**ATTACHMENT "C" – Cost Proposal Form. \*Must be completed and included in a separately sealed envelope – do NOT include this with your Qualifications/Work Proposal.**

**ATTACHMENT "D" – Sample boilerplate Contract Services Agreement (for reference only)**

**2. BACKGROUND:** The Clean Water Act (CWA) establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters. The CWA was based on laws enacted in 1948 and was then referred to as the Federal Water Pollution Control Act. The Act was significantly reorganized and expanded in 1972 and became known as the "Clean Water Act."

The CWA made it unlawful to discharge any pollutant from a point source into navigable waters, unless a permit was obtained. EPA's National Pollutant Discharge Elimination System (NPDES) permit program controls discharges. Point sources are discrete conveyances such as pipes or man-made ditches. Individual homes that are connected to a municipal system, use a septic system, or do not have a surface discharge do not need an NPDES permit; however, industrial, municipal and other facilities must obtain permits if their discharges go directly to surface waters.

The "CWA" establishes requirements for the discharge of urban runoff from the Municipal Separate Storm Sewer System ("MS4") under the "NPDES" program. The Colorado River Basin Regional Water Quality Control Board ("RWQCB") issued Permit Order No. R7-2013-0011 ("MS4 Permit") to authorize the discharge of urban runoff from the collective Riverside County MS4s within the Coachella Valley Region on June 20, 2013. This permit regulates discharges from all MS4 facilities within the Whitewater River watershed in Riverside County unless administratively extended, the MS4 Permit will expire on June 19, 2018.

The MS4 Permit coverage includes the Riverside County Flood Control and Water Conservation District ("District"), Riverside County ("County"), the Coachella Valley Water District (CVWD) and the cities of Banning, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage. The District is the Principal Permittee, while the other jurisdictions are considered "Co-Permittees." Although all Permittees work cooperatively to implement the area-wide MS4 program, as a Co-Permittee the City of Palm Springs is ultimately responsible for compliance with the MS4 Permit within the City.

**3. SCOPE OF WORK:** Generally the scope of work consists of, but is not limited to the following:

The selected Consultant shall provide a variety of MS4/NPDES related services to the City on an as-needed / as-requested basis. Overall, Consultant shall provide services which encompass aspects of the NPDES program as it pertains to the Federal Clean Water Act, the Porter-Cologne Act, the statewide General Permits relating to Construction, Industrial, DeMinimus and all related regulations, policies, procedures and actions as implemented by the State Water Resources Control Board. With the elimination of Riverside County's Compliance Assistance Program (CAP), the consultant shall be expected to integrate these services as part of the City's overall NPDES program. Further, the Consultant shall provide policy assessment,

scientific understanding and field implementation necessary to provide comprehensive support to the City as it relates to the Waste Discharge Requirements for the County of Riverside and the incorporated areas subject to the Whitewater River Permit, under Colorado River Basin Regional Water Quality Control Board Order No. R7-2013-0011, NPDES No. CAS 617002, Areawide Urban Storm Water Runoff Permit and any successor permits.

The City is looking for a Consultant that has a comprehensive understanding of the NPDES program and can provide the capacity to advise the City on policy issues, review, develop and update ordinances, resolutions, processes and procedures within the City, perform integrated inspection services as they relate to construction, commercial, industrial and residential sites, inclusive of ensuring Best Management Practices (BMPs) and/or Storm Water Pollution Prevention Plans (SWPPP) are implemented, while ensuring the professional development and understanding of the City's existing staff. Further, the City desires a Consultant which can provide immediate and appropriate technical support to the City's Development, Administration, Finance and Engineering staffs in order to ensure that the City has a comprehensive, integrated program that dovetails with other programs such as water conservation, landscape maintenance, water and wastewater operations. The selected Consultant shall have a track record of working with the business community as a resource while ensuring that the development and business communities come into compliance with applicable NPDES requirements in a timely and fair approach. The City desires an approach in a combination of prime and subconsultants in order to ensure complete integration of the various components of the NPDES programs and in order to avoid gaps in program implementation.

The following sections provide further details regarding the City's needs and requirements:

#### **I. NPDES PROGRAM ADMINISTRATION AND REPRESENTATION**

The selected Consultant shall act as the City's designated representative as it relates to working with the Principal Permittee (Riverside County), other co-permittees, regulators such as the Colorado River Basin Regional Water Quality Control Board, other agencies and organizations, including but not limited to the business community, environmental organizations and the general public. Consultant shall be responsible for the administration and reporting requirements set forth in the NPDES permit and as needed by the City for the efficient and effective operation of the NPDES program. The following are necessary and typical in order for the City to comply with the NPDES program requirements and to ensure adequate involvement by the City in the NPDES Permit program:

1. Consultant shall attend and adequately represent the City at the following meetings:
  - a) Riverside County Desert Task Force Meeting, including any subcommittees as created. Consultant shall have appropriate and demonstrated technical involvement and historical understanding of the activities at these meetings.
  - b) Consultant shall attend Colorado Regional Water Quality Control Board meetings as requested.
  - c) Attend City Capital Improvement Status meeting, Design Review Committee, Economic Development Committee, Utility Commission meeting, Planning Commission, or City Council meetings as requested.

2. Consultant shall be responsible for administering the NPDES program within City operations, including but not limited to preparation of the annual report submission for the County; assistance in preparation of budget submission, special studies and other efforts as requested by the City; maintain and update any databases as provided by the County of Riverside or the City of Palm Springs; and, develop and present technical memos and policy papers as necessary to provide information to City staff, the Principal-Permittee, Co-Permittees and elected officials.
3. Meet regularly with the Public Works & Engineering Department liaison to provide appropriate updates and status reports on various projects, to seek input and to respond to requests as appropriate.
4. Shall assist the City in identifying and submitting applications for grants related to the NPDES program, or other associated programs such as water conservation, facilities, and others.
5. Assist in preparation of fee studies, cost recovery models or other activities in support of the program.
6. Consultant shall have the capacity to review, analyze and provide technical, scientific and policy assessment as it relates to analyzing proposed permits, Total Maximum Daily Loads (TMDLs) and resulting regional wide programs. Consultant shall be able to communicate effectively the impacts and costs associated with proposed actions by the regulators, and be able to present said findings to the City staff and elected officials, other elected or appointed bodies either orally or in writing.
7. Review and update the City's Local Implementation Plan (LIP) on an annual basis, and prepare revisions as necessary to comply with current operations, NPDES Permit requirements or other requirements which affect the operation of the LIP.
8. Review and update the City's Stormwater Ordinance on an annual basis, and prepare revisions as necessary to improve enforcement of the NPDES program within the City.
9. Coordinate the invoicing of the City's NPDES Inspection Fee program, including but not limited to: reviewing and revising the designations and classifications for individual businesses within the City; field checking businesses to determine the appropriate prioritization of the business; assisting city staff in accounting and invoice preparation, including preparation of invoice master lists for billing; and, reconciling the City's business list against the MS4 database in order to maintain a current record of businesses for both inspection and invoicing purposes.
10. Coordination with other water conservation organizations and agencies including but not limited to, Palm Springs Wastewater Treatment Plant and Veolia West Operating Services as plant operator.
11. Other administrative activities as requested in support of the NPDES program or other associated programs, including water, wastewater and landscaping.

## II. INSPECTION PROGRAM

The selected Consultant shall have the capability of providing a variety of inspection services as it relates to Construction, Commercial, Industrial, Restaurants and Municipal Facilities. The inspection programs shall include compliance with the current version of the General Construction Permit, the General Industrial Permit, the MS4 Stormwater Permit and other programs as applicable. With the elimination of Riverside County's Compliance Assistance Program (CAP), the consultant shall be expected to integrate these services as part of the City's overall NPDES program. The Consultant shall prepare appropriate written inspections, including documentations and photos as needed to ensure compliance by the inspectee as it relates to the various programs and at a frequency accepted by the Regional Water Quality Control Board. The Consultant shall also perform other types of inspections, including investigations of alleged and reported Illicit Connections – Illicit Discharge and other inspections. Consultant shall issue Notices of Correction and Notices of Violations to the inspectee, shall maintain a record of follow-up inspections, and shall document evidence as necessary in support of prosecution if necessary. Consultant staff shall have Qualified Stormwater Practitioner training and at least one of the supervising inspectors shall be certified as a QSP upon start of the contract. Consultant shall input and update the MS4 Database on a routine basis as part of the inspection program. Consultant staff shall include Spanish speaking inspectors to ensure that inspection program requirements are appropriately communicated to non-English speaking inspectees. Consultant shall provide inspections, which include Municipal or City owned facilities for the following program areas:

- A. **Commercial** – Consultant shall inspect each applicable commercial business on a frequency appropriate to the type of business, the activities performed by the business which may result in exposure to stormwater, the SIC/NAICS Codes, and any other information appropriate to the NPDES program. Consultant shall secure on a monthly basis the names and addresses of all new commercial businesses issued licenses by the City and conduct an initial inspection of the business using the Risk Based Scoring System. In addition, the Consultant shall perform a Pre-Treatment Survey to be submitted to the Palm Springs Wastewater Treatment Plan/Veolia operators. Upon completion of the initial inspection, Consultant shall establish the business priority within the database and shall subsequently maintain all inspections within the Database as appropriate. Inspections shall comply with the requirements of the current version of the County of Riverside MS4 Permit. Consultant shall use forms developed by the City for documenting each inspection. Consultant shall perform follow-up inspections as necessary to ensure corrections of Notices of Correction or Notices of Violations.
  
- B. **Industrial** - Consultant shall inspect each applicable industrial business on a frequency appropriate to the type of business, the activities performed by the business which may result in exposure to stormwater, the SIC/NAICS Codes, whether the business is listed in the General Industrial Permit, and other information as appropriate. Consultant shall secure on a monthly basis the names and addresses of all new industrial businesses issued licenses by the City, conduct an initial inspection of the business using the Risk Based Scoring System. In addition, the Consultant shall perform a Pre-Treatment Survey to be submitted to the Palm Springs Wastewater Treatment Plant/Veolia

operators. Upon completion of the initial inspection, Consultant shall establish the business priority within the database and shall subsequently maintain all inspections within the database as appropriate. Consultant shall consult with Regional Water Quality Control Board staff as appropriate in order to ensure that the industrial businesses are in compliance and covered by the General Industrial Permit as appropriate. Consultant shall use forms developed by the City for documenting each inspection. Consultant shall perform follow-up inspections as necessary to ensure corrections of Notices of Correction or Notices of Violations.

- C. **Restaurants** - Consultant shall inspect each applicable restaurant on a frequency appropriate to the type of business, the activities performed by the business which may result in exposure to stormwater, the SIC/NAICS Codes, the presence of grease interceptors and any other information appropriate to the NPDES program. Consultant shall secure on a monthly basis the names and addresses of all new restaurants issued licenses by the City, conduct an initial inspection of the restaurant using the Risk Based Scoring System. In addition, the Consultant shall perform a Pre-Treatment Survey to be submitted to the Palm Springs Wastewater Treatment Plant/Veolia operators. Upon completion of the initial inspection, Consultant shall establish the business priority within the MS4 Database and shall subsequently maintain all inspections within the MS4 Database as appropriate. Inspections shall comply with the requirements of the current version of the County of Riverside MS4 Permit. . Consultant shall use forms developed by the City for documenting each aspect of the inspection. Consultant shall perform follow-up inspections as necessary to ensure corrections of Notices of Correction or Notices of Violations.
- D. **Post Construction BMPS** – Consultant shall perform Post Construction BMP Inspections of all BMPS included with current and past WQMP documents in order to ensure compliance with the requirements of the current version of the Riverside County NPDES MS4 Permit. At minimum, all Post Construction BMPs, shall be inspected once every three years and on a greater frequency if issues are identified. Consultant shall work with property owners, property managers and tenants in order to ensure that BMPs are operating as set forth in the WQMP document, and that said BMPs are being properly maintained in order to ensure maximum effectiveness for pollutant removal. Consultant shall use forms developed by the City for documenting each aspect of the inspection. Consultant shall perform follow-up inspections as necessary to ensure corrections of Notices of Correction or Notices of Violations. Consultant shall input inspection information into the MS4 database on a routine basis.
- E. **Construction Sites** – Consultant shall perform Construction site inspections on private and public projects inclusive of private development and city capital projects in compliance with the current General Construction Permit, the County of Riverside MS4 Permit and the City's current Storm Water Ordinances. Inspections shall be at the frequency determined by the requirements set forth in the County of Riverside MS4 permit. Consultant shall obtain on a weekly basis a list of current public and private

construction projects which have been issued a notice to proceed with construction activities or a grading permit. The Consultant shall review the State SMARTS system in order to verify that a project has obtained coverage as appropriate under the General Construction Permit, and shall conduct an initial inspection to determine on-site compliance as necessary based upon BMPs and SWPPP requirements. Based on the type of construction, the Consultant shall establish an inspection schedule consistent with the priorities set forth in the MS4 Permit, and shall maintain set schedule as required during the wet and dry seasons. Consultant inspection staff shall have their QSP Certification in order to conduct inspections. For public projects, the Consultant shall be responsible, in coordination with city staff, for inputting City projects into the SMARTS system, shall be responsible for ensuring that the public construction site maintains adequate on-site BMPs, shall perform all necessary inspections, record keeping and filing of annual reports, including but not limited to obtaining Notice of Intent filings, filing of all required documents into the SMARTS system, filing of Annual Reports if required by the duration of the construction project, and filing of Notice of Termination under the direction of the City Engineer or his/her designee. Consultant shall use forms developed by the City for documenting each aspect of the inspection. Consultant shall perform follow-up inspections as necessary to ensure corrections of Notices of Correction or Notices of Violations. Consultant shall input inspection information into the MS4 database on a routine basis.

### **III. TRAINING**

Consultant shall be capable of providing annual in-house training programs on various aspects of the NPDES program. Training may include one-on-one mentoring, classroom or tailgate sessions. In addition, Consultant shall maintain training records and input training records into the database or annual report on a routine basis. Training topics may include but not limited to:

- a. Integration of NPDES requirements throughout the development process, including WQMP components and Construction inspection requirements within the development process;
- b. Integration of the General Construction Permit and the General Industrial Permit, and other statewide requirements into City operations.
- c. Compliance with NPDES requirements in Municipal facilities.
- d. Other specific training as determined by the City.

### **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.

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

- A. Firm Qualifications, Experience and Background (35 POINTS):**
- B. Understanding of NPDES Program and the requested Scope of Work (35 POINTS):**
- C. References and Experience with Projects of Similar Size and Scope (25 POINTS):**
- D. Local Expertise Demonstrated on the Team (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 D.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 twenty five (25) 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 #03-16, REQUESTS FOR PROPOSALS FOR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM CONSULTING 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 "Qualifications/Work Proposal", shall include the following items:**

- Completed Signature authorization and Addenda Acknowledgment (see Attachment A)
- Your response to the evaluation Criteria A through D as provided below.

**ENVELOPE #2, clearly marked "Cost Proposal", shall include the following item:**

- List the current 2016 hourly rates for all classifications of personnel who may work on providing the City with NPDES program consulting services as defined in the Scope of Services and tasks identified.
- List any reimbursable expenses the City may incur.
- List any additional costs, such as drive time, that the City may incur in conjunction with the performance services.
- The City shall include a provision in the final agreement with the selected firm(s) for annual CPI adjustments of the hourly rates after the first year of contract execution. Annual cost-of-living adjustments, if any, shall be based on the Consumer Price Index (CPI) for All Urban Consumers, for Los Angeles-Riverside-Orange County, CA.
- **Do NOT include Attachment "A" in the Cost Proposal envelope. Attachment "A" is to be included in Envelope #1, Qualifications/Work Proposal.**

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

**SECTION A: FIRM QUALIFICATIONS, PROJECT TEAM, EXPERIENCE AND BACKGROUND**

A.1 State your 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.

A.2. State the name and title of the firm's principal officer with the authority to bind your company in a contractual agreement.

A.3 Describe your firm's background and qualifications in the type of effort that this project will require, specifically identifying experience with providing NPDES program consulting services for public agencies.

A.4 List the name, current valid professional license numbers if applicable, qualifications and availability of the key staff/team members that will be assigned to this project. Provide detailed qualifications of the lead Representative or Project Manager that will be assigned to this project.

A.5 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 this project,

**SECTION B: UNDERSTANDING NPDES PROGRAM CONSULTING SERVICES**

B.1 Describe in detail the steps that your firm would follow to provide the requested on-call NPDES program consulting services as defined in the scope of services and tasks in this RFP, including your work plan process and methodology.

B.2 Identify your ability to ensure that projects are designed within your client's budget and the measures taken in successfully completing all phases of a project.

B.3 Identify project management tools you propose to use to keep both your own staff on track and the City staff cognizant of current project status.

B.4 Identify a project for which your firm and the staff proposed for this contract provided NPDES program consulting services for a public agency and performed the tasks and scope of work defined, and describe how you applied your firm's skills and abilities in the following areas:

- (a) Responsiveness and attentiveness to client needs;
- (b) Creative ability;
- (c) Knowledge and understanding of the latest industry issues and trends;
- (d) Analytical capability;
- (e) Oral and written communication skills;
- (f) Interaction with client's organization, i.e., other divisions and personnel
- (g) Sensitivity to funding constraints

## **SECTION C: REFERENCES AND EXPERIENCE WITH PROJECTS OF SIMILAR SIZE AND SCOPE**

C.1 Provide a minimum of three (3) references for recently completed NPDES program consulting services for projects of a similar size and scope where the key personnel identified above provided the professional services required. At least two (2) of the references shall be for public/government agency projects. Provide contact information, including full name and a current phone number, for each project identified.

C.2 For the representative successful projects completed, explain what key issues/challenges you faced and how you solved them. Also, please comment on the project budgeting for each.

## **SECTION D: LOCAL EXPERTISE DEMONSTRATED ON THE TEAM**

D.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 contractor or consultant will also, to the extent legally possible, solicit applications for employment and proposals for subcontractors and 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 with its proposal.**

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

**DEADLINE FOR SUBMISSION OF PROPOSALS:** Proposals will be received in the City of Palm Springs, Office of Procurement and Contracting until **3:00 P.M., LOCAL TIME, TUESDAY, MARCH 29, 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, March 21, 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 Attachment "D"**). 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.



**REQUEST FOR PROPOSALS (RFP 03-16)  
FOR  
NPDES PROGRAM ON-CALL CONSULTING 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.

**To allow staff more time to prepare answers to the questions that were received, the City has extended the deadline for the receipt of Proposals to 3:00 pm THURSDAY, APRIL 7, 2016. We anticipate issuing the final Addenda early in the week of March 28<sup>th</sup>.**

**No deadline for questions has passed and no further questions may be submitted.**

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

\_\_\_\_\_  
Craig L. Gladders, C.P.M.  
Procurement & Contracting Manager  
DATE: March 24, 2016

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: \_\_\_\_\_

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.**





**REQUEST FOR PROPOSALS (RFP 03-16)**

**FOR**

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM  
ON-CALL CONSULTING SERVICES**

**ADDENDUM NO. 2**

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:** Is this a fixed fee or T&M request? For each section I & III?

**A 1:** See Attachment "C" – Cost Proposal. We are requesting hourly rates, and that you identify any and all other associated costs.

**Q 2:** If Fixed Fee:

A) Section I – how many meetings are anticipated monthly? Is there an existing cost recovery model? How many grants is the City expecting to apply for?

B) Section II – are training sessions internal or to include City Staff, permittees and/or the public as well?

**A 2:** ***This is not Fixed Fee pricing as the program is just beginning and we do not have exact numbers of meetings, grants, etc. to base any fixed fees upon. See the Cost Proposal page where we have requested hourly rates.***

**Q 3:** Is the City accounting office, the financial arm for cost recovery data, invoicing, permits, fines or do we have to include our own department for this services?

**A 3:** ***Yes, these services will be provided by the City's Finance Department.***

Q 4: Will we need to set up our own Duly Authorized Representative (DAR), Approved Signatory (AS), or Legally Responsible Person (LRP) account in S MARTS to manage projects on behalf of the City, or will we support the person managing the City's existing LRP account?

**A 4: The consultant will initially support the City's existing LRP account, but will transition to being the DAR, AS, and LRP for the City.**

Q 5: Who will enforce prosecutions / violations?

**A 5: Consultant will provide letters of warning as appropriate, but the City's Code Enforcement Division will enforce prosecutions/violations.**

Q 6: Is the Cost proposal to include all man-hours broken down by direct or indirect as referenced on Page 9 of 45 or are hourly rate schedules to be submitted by personnel classifications only as referenced on Attachment "C" Cost Proposal?

**A 6: The consultant is to provide the hourly rate schedules as requested, as well as identify any and all other direct or indirect costs that may be applicable. Consultants are to provide the rates to cover ALL costs (see page 20, Cost Proposal, Attachment "C"). Any costs (direct, indirect, or otherwise) that are not identified in the Cost Proposal will NOT be allowed or accepted after-the-fact once the successful consultant is selected and a contract is awarded and executed.**

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

\_\_\_\_\_  
Craig L. Gladders, C.P.M.  
Procurement & Contracting Manager  
DATE: March 29, 2016

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: \_\_\_\_\_

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

**Acknowledgment of Receipt of Addendum 2 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 "C"**

**CONSULTANT'S PROPOSAL FOLLOWS THIS PAGE**



**REQUEST FOR PROPOSAL RFP #04-16  
ON-CALL CIVIL ENGINEERING  
PLAN CHECK SERVICES**

---

Submitted To:



**CITY OF PALM SPRINGS**  
Procurement and Contracting Department  
Attn: Craig Gladders, C.P.M.  
Procurement & Contracting Manager  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA 92262

Submittal Date:  
**APRIL 12, 2016**

Submitted By:  
**CASC ENGINEERING AND CONSULTING**  
Glenn Budd, P.E., QSD  
77567 Country Club Dr., Ste 211  
Palm Desert, CA 92211  
(855) 383-0101 Ext. 4050  
gbudd@cascinc.com  
www.cascinc.com

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77-567 Country Club Drive, Suite 211  
Palm Desert, CA 92211

City of Palm Springs  
Attn: Craig Gladders  
Procurement and Contracting  
3200 Tahquitz Canyon Way  
Palm Springs, CA 92418

April 12, 2016

**REQUEST FOR PROPOSALS RFP #04-16 TO PROVIDE ON-CALL CIVIL ENGINEERING PLAN CHECK SERVICES**

Dear Mr. Gladders,

CASC Engineering and Consulting, Inc. (CASC) is pleased to submit this proposal to provide On-Call Civil Engineering Plan Check Services to the City of Palm Springs. The enclosed proposal highlights CASC's background and extensive experience relevant to the services requested by the City.

CASC, a home-grown product of the Inland Empire, was established in February, 1993 and has been providing professional services throughout California for over 23 years. Our engineering, water quality and survey departments will serve the City of Palm Springs from our Palm Desert office. This office is within fourteen (14) miles of the City of Palm Springs Procurement and Contracting office. CASC will utilize two (2) sub consultants; LOR Geotechnical for the geotechnical review and Traffic Energy Solutions (TES) for traffic reports, traffic signals, traffic striping/signage reviews.

We look forward to working with the City of Palm Springs. Please do not hesitate to call if you have any questions.

*This proposal is valid for 120 days.*

*CASC Engineering and Consulting Inc. has read the Draft Agreement for Professional Civil Engineering Plan Check Services and will execute the agreement if offered a contract by the City and is able to meet the insurance requirements contained therein.*

*CASC Engineering and Consulting Inc. has read the RFP and all Addenda's thereto and have incorporated all requirements of said RFP and Addenda into our proposal, unless specifically noted otherwise.*

*CASC Engineering and Consulting Inc. has read the Standard Contract and are willing to execute the contract if requested to do so by the City.*

Sincerely,  
**CASC ENGINEERING AND CONSULTING**

Glenn Budd, P.E.  
Director of Engineering

**CONTACT INFORMATION**

Glenn Budd- Cell: (909) 645-0399

gbudd@cascinc.com

Barbara Sherman: (909) 553-9865

bsherman@cascinc.com

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**A.1 UNDERSTANDING, APPROACH AND AVAILABILITY  
ENGINEERING PLAN CHECK SERVICES**

CASC is proposing to provide a Plan Check Review Team that utilizes a combination of a registered professional engineers (PE), engineer-in-training (EIT), support staff and sub consultants to provide engineering plan check services for each assigned project. When the scope of an assigned project is extensive, the CASC project team can be expanded to include multiple PEs, EITs and support staff. The combination of the registered professional teamed with a professional-in-training and support staff provides the City of Palm Springs affordable access to the expertise, experience and human resources needed to accomplish cost-effective engineering plan check services.

**PROJECT MANAGEMENT, EXECUTION, AND ADMINISTRATION**

Upon notification of an engineering plan check services assignment, CASC's Project Manager will work with the City's point of contact to obtain a project schedule of the assignment which covers normal or "fast track" review. The Project Manager, Engineering Support Lead and sub consultant team lead will meet to discuss the nature and characteristics of the project and will then assign a PE – EIT team and support team to the project.

The Project Manager will then coordinate a project kick off meeting with the City's point of contact to discuss the project. The purpose of the meeting is to discuss the project, schedule and the scope of the engineering plan check services required by the City. The Project Manager, Engineering Support Lead and/or sub consultant will then attend the meeting with the City. For meeting efficiency, CASC will prepare a meeting agenda and will submit a meeting summary following the meeting to everyone that attended the meeting.

The Scope of Services for each assignment will be documented after the project kick off meeting. When requested by the City, CASC will prepare an estimate to complete required services based on the Scope of Services that emerges from the kick off meeting. Thereafter, CASC will execute the scope of services.

Engineering plan check services provided will be consistent with the standards, guidelines, criteria and regulations of the City of Palm Springs, Riverside County, Coachella Valley Water District, etc. Engineering plan check services will be consistent with civil engineering standards of practice.

Open and regular communications are essential to successful execution of engineering plan check support services. Routinely, at a frequency to be determined during the project kick off meeting, CASC's team assigned to the project will provide a status report to the City's point of contact for the project. For updates between the formal status reports, the City's point of contact will have access to the Project Manager and Engineering Support Lead via cell phone, text or email.

CASC will endeavor to maintain the same PE and support staff team for the duration of the project. For long projects, CASC will identify a backup team to support the primary team. The purpose of the backup team is to provide project coverage during vacations, sick days or personal leave days, if any.

Engineering plan check services will be invoiced in accordance with the flat rate per sheet fee located within the RFP on pages 4-6. These invoices will be done monthly. The monthly invoice will identify the assigned projects with the time and expenses expended in support of each project during the prior month. The monthly invoice will show expenses on the project from inception to date and the overall total for engineering plan check services performed on behalf of the City of Palm Springs.

Based on the Project Manager's and Technical Director's careful evaluation of the Scope of Services in RFP No. 03-16, the availability of key team members and support staff is sufficient to meet the needs of the City.

## **A.2 CRITICAL ISSUES**

### **ENGINEERING PLAN CHECK SERVICES**

#### **THOROUGH FIRST PLAN CHECK**

CASC will review the first plan check submittal package for completeness prior to beginning any review. This is step one in providing a complete and thorough plan check. Any incomplete submittal packages will be returned to the city with an explanation of reasons why and where the package is incomplete and any missing information. This will prevent incomplete and additional plan check reviews.

#### **NEW WQMP REQUIREMENTS AND NEW TEMPLATES**

The Permittees to the Whitewater River Region MS4 Permit have recently adopted updated WQMP Guidance. The WQMP requirements have evolved with the MS4 Permit, and the WQMP Guidance has become more complex over time. Therefore, we anticipate that some of the individuals that prepare WQMPs will lack familiarity with the new Guidance and will require some time to come up to speed.

CASC addresses the lack of familiarity with the Guidance during the Plan Check process by recommending that WQMP preparers stick with the updated Whitewater River Region Guidance and the associated Template, and our Plan Check comments will refer to the approved Guidance and Templates. CASC also recommends early meetings with WQMP preparers when first submittals fall substantially short of meeting the current program requirements. These early meetings help get projects on track by reviewing the requirements, expectations, and resources available to the WQMP preparer.

#### **PROPOSAL REQUIREMENT QUESTIONS**

What change, if any, would be proposed to the current performance schedule? CASC is acceptable to the current performance schedule and does not have any proposed change requests.

What change, if any, would be proposed to the current "fast track" performance schedule? CASC is acceptable to the current "fast track" performance schedule and does not have any proposed change requests.

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 intention if awarded the on-call plan check services agreement? CASC does not have any current private development projects in the City of Palm Springs and does not intend to have any during the on-call services agreement period.

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 the City of Palm Springs. At times CASC may be in the position of providing consulting services to multiple entities within a jurisdiction. In such instances, CASC will:

- Not accept assignments that pose a direct conflict of interest
- Advise clients of such known specific occurrences, when we have coincident compliance interests
- Assign separate staff to each client when we have coincident compliance interests



## B.1 SCOPE OF WORK

CASC is proposing to provide the requested services as listed in the City of Palm Springs RFP #04-16 "On-Call Civil Engineering Plan Check Services". CASC and our sub consultant team consisting of TES for Traffic and LOR Geotechnical for geotechnical proposes to provide the following services.

On-Call Civil Engineering Plan Check: The following services shall be provided to the City of Palm Springs;

1. Review plans for public improvements, including but not limited to streets, curbs and gutters, sewers, storm drains, culverts, rough grading, traffic signals, traffic movement, traffic striping/signage, sidewalks, and onsite grading/paving. Traffic Energy Solutions (TES) will provide the traffic signals, traffic movements and all traffic related review services.
2. Review supporting studies, such as drainage studies, hydraulic analysis, quantity calculations, pavement design, structural calculations and other calculations and studies needed to support the design of projects identified in Item 1 above. Pavement structural sections and geotechnical reports will be reviewed by our sub consultant LOR Geotechnical.
3. CASC's Survey and Mapping Department will review all subdivision maps including final tract maps and parcel maps. They will also review and verify Right of Way documents including but not limited to legal descriptions for easements, dedications, lot line adjustments and parcel mergers. Verification of the Basis of Bearing and Benchmarks will be part of the review process.
4. CASC's Water Quality Department will review NPDES requirements including but not limited to Storm Water Pollution Prevention Plans (SWPPP) and Preliminary & Final Water Quality Management Plans (P-WQMP AND F-WQMP) for compliance with current regulations and requirements. All plans shall conform to the City's NPDES ordinance and the policies of the City Engineer.
5. All plan check reviews will be done in conformance with the city's ordinances. The Condition of Approval, agency standard drawings, approved site or tract maps, Planning Department comments, Title Reports, Technical Studies, verify WDID issuance, grants or vacations of Right of Way, Lot and Tract Boundary closures including reference maps, assessors maps and all relevant plans, specifications, etc. will be part of this thorough review.
6. All plan check will be performed under the direction of a licensed professional (s) by the State of California. Our team consists of multiple PE, TE, CEG, PLS and other licensed professionals. These professionals will work as a team to review plans, and documents for the City of Palm Springs. A Professional will sign and stamp original mylars signed by the project's Engineer of Record when ready for approval by the City Engineer. An Approval Letter will be sent to the City Engineer stating that the plans have been reviewed and approved by our professional team.
7. CASC agrees to all expedited or "fast track" plan checking in accordance with the approved "fast track" performance schedule.
8. CASC has a plan check spreadsheet for plan check status that will be placed on-line to allow the city and the developer to view the plan check status.
9. CASC's professional team will review cost estimates.
10. CASC's Project Manager will meet with the City Departments at each plan check. These meetings will allow input from other city departments beyond the Engineering Department. These departments could include but not limited to Planning, Building and Safety, Fire, Utilities, Water/Sewer, Water Quality, Sur-

vey, Parks and Recreation, etc.

11. All work will be done by the team of professionals within this proposal. The Director of Engineering Services or City Engineer would have to authorize any substitutions of the sub consultant team.

## **B.1 WORK EXAMPLES**

CASC's examples of a typical plan check procedure are on the following pages.



## First Plan Check Comments

The purpose of these first plan check comments are to provide a format for uniform, comprehensive, and well-documented reviews of the Planning and Engineering Improvement Plans and reports submitted by project applicants. The completed plan check list should be transmitted to the project applicant with the project improvement plans and report with redline mark-ups. A copy of the completed checklist should be retained with the project planning/permitting file.

Planning Project/Design Review Number: Tract Map 36388

Project Name: Oak Creek Canyon

Project Address: On Bundy Canyon Road between Farm Road and Sunset Avenue, Wildomar

### FIRST PLAN CHECK COMMENTS (TR36388 – OAK CREEK)

#### Planning – Conditions of Approval Review

1. Condition of Approval (COA) #10 – Mitigation Measure (MM) # 3.3.1 identifies a necessary traffic signal at Sellers Road and Bundy Canyon Road. This is an off-site improvement and not shown on the current plans. Please update Bundy Canyon Road Street Improvement Plans (SIP) if applicable.
2. Condition of Approval (COA) #10 – Mitigation Measure (MM) # 3.3.1 identifies a necessary traffic signal at Monte Vista Drive and Bundy Canyon Road. This is an off-site improvement and not shown on the current plans. Please update Bundy Canyon Road Street Improvement Plans (SIP) if applicable.
3. Condition of Approval (COA) #10 – Mitigation Measure (MM) # 3.3.1 identifies a necessary traffic signal at Harvest Way West/East and Bundy Canyon Road. This is an on-site improvement and not shown on the current plans. Please update Bundy Canyon Road Street Improvement Plans (SIP).
4. Condition of Approval (COA) #10 – Mitigation Measure (MM) # 3.3.1 identifies a necessary traffic signal at Sunset Avenue and Bundy Canyon Road. This is an off-site improvement and not shown on the current plans. Please update Bundy Canyon Road Street Improvement Plans (SIP) if applicable.
5. COA #12 (MM 3.3.5) identifies the construction and/or payment of fees in-lieu for a traffic signal at Murrieta Road and Scott Road. Please provide clarification if said traffic signal will be shown on the Bundy Canyon Road (BCR) SIP at this time. If so, please update the SIP plans as appropriate.
6. COA #14 (MM 3.4.2b) identifies the grading plans shall provide reference to a sign that will be posted on-site stating that construction workers need to shut off engines after 5 minutes of idling. The California Air Resources Board (CARB), in Title 13, Chapter 10, Section 2485, Division 3

## Engineering – Storm Drain Plan Review

### General comments:

1. Catch Basin lengths need to be calculated in the Hydrology Report therefore they could not be checked for accuracy.
2. Storm Drain crossing with the proposed sewer and water have not been reviewed. CASC has not received the proposed water and sewer design plans.
3. Construction Note No. 4 is listed as Class IV RCP on Sheet No. 2 however listed as Class IV and D-Load in Plans.
4. Construction Note No. 16 is listed as CalTrans Wingwall Std. D89. Std. D89 is a straight headwall.
5. Construction Note No. 17 is listed as a Modified CalTrans Std. The Note does not callout the Caltrans Std. No. or what is the modification. Any modification should be shown in a detail.
6. Add Construction Note for Special Connections to Catch Basin per RCFC&WCD Std. CB109 for outlet pipes connecting at the catch basin corner.
7. Add Construction Note for Junction Structure No. 3.
8. Add Construction Note for Bulkhead at end of pipe.
9. Show Street Names on all sheets.
10. Show street dimensions on all plan views.
11. Label storm drain pipes to be "Maintained by the City of Wildomar" or "maintained by Private entity (HOA, Etc.)".
12. Check centerline station of Storm Drain Manhole shaft and adjust to meet standard drawings.
13. Show elevations for all wingwalls and headwalls.
14. Show stations at begin/end of all wingwalls and headwalls in plan and profile.
15. Show stations at begin/end of rip-rap both in plan and profile.
16. Turn off striping.
17. Omit the gutter lip within the local depression.
18. Label all basins.
19. Show Water Surface Elevation (WSE) in the basins.
20. Show topo at Inlet/Outlet Structure at the connection with natural ground.
21. Move storm drain manholes out of the street cross gutter.
22. Show all Catch Basin information which includes Street Station, Catch Basin Number, Width, Height, Top of Curb Elevation, etc.
23. Condition of Approval No. 26 of Public Works requires upsizing of the existing 36" pipe under Beverly Street. Where is this condition addressed on the plans?

### Specific comments:

1. Sheet No. 1.
  - a. Revise General Notes with City of Wildomar and Matthew Bennett.
  - b. Revise Utility Names. The Approved TTM list Elsinore Valley Municipal Water District and The Farm Mutual Water Company.

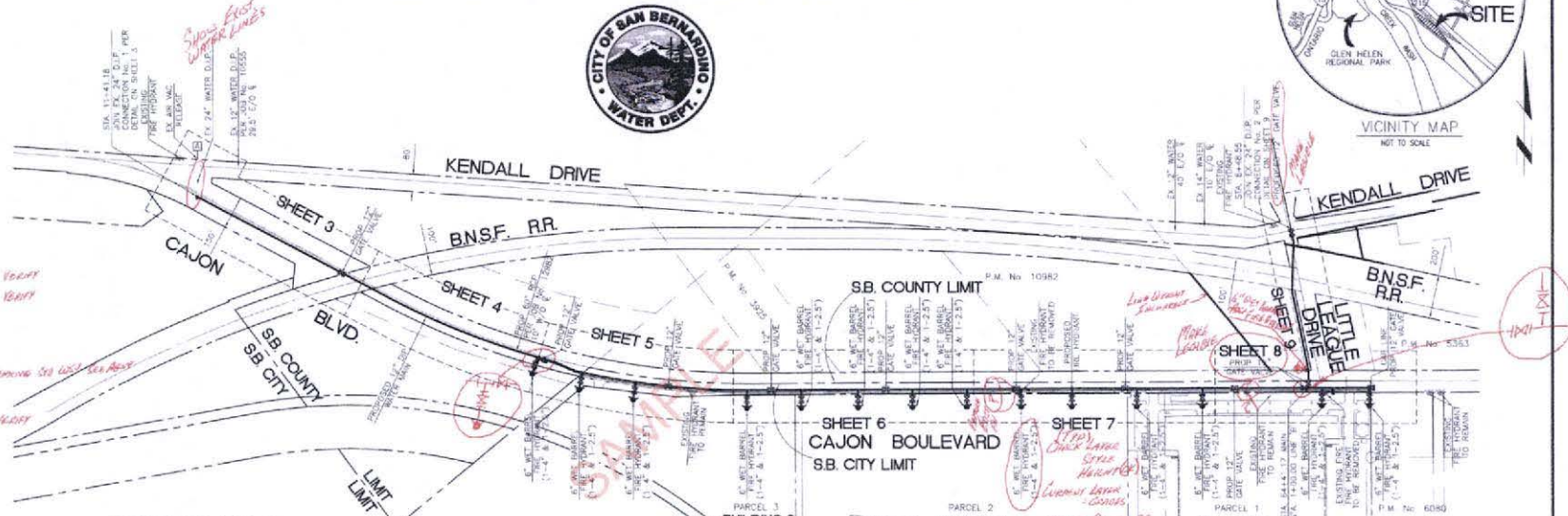
# SAN BERNARDINO MUNICIPAL WATER DEPARTMENT PARCEL MAP NO. 19395 WATER IMPROVEMENT PLANS



VICINITY MAP  
NOT TO SCALE

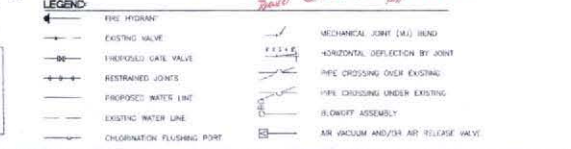
MATERIALS LIST AND QUANTITIES			
SIZE	DESCRIPTION	CONFIGURATION	QUANTITY
12"	AWWA C103 F.M. D.I.P.	TJ	6,330 LF
12"	S.V. W/CLAY AWWA C208	FL. K. M.	12 EA
36"	SLEEVE	MU	220 LF
12"	HOT TAP	S.B.M.W.D. STD. W6.5	1 EA
12"	PLUG	MU	1 EA
12"	GAP	MU	1 EA
PER DETAI	THRUST BLOCK	S.B.M.W.D. STD. W6.5A	2 EA
2"	COMBINATION PORT	S.B.M.W.D. STD. W6.3	2 EA
*12"	MI RESTRAINT JOINT	FIELD LOW	864 LF
6"	AWWA C103-82 F.M. W/CLAY	S.B.M.W.D. STD. W2.2	44 EA
STD.	WALL BOOT P.V.M. MARKER	S.B.M.W.D. STD. W6.3	44 EA
12"	ADAPTER	FL. K. M.	12 EA
12"x12"	TEE	MU X MU X FL.	14 EA
12"x12"	TEE	MU X MU X MU	1 EA
2"	COMBINATION PORT	S.B.M.W.D. STD. W7.1	4 EA

\* NUMBER OF APPROXIMATE ACTUAL NUMBER WILL DEPEND ON PIPE LENGTHS USED IN RESTRAINT AREA.



### WATER CONSTRUCTION NOTES

- 1- INSTALL 12" DUCTILE IRON PIPE PER S.B.M.W.D. STANDARD SPECIFICATIONS
- 2- CONNECT TO EXISTING 24" D.I.P. WATER MAIN PER S.B.M.W.D. STD. W6.3 (CONSTRUCTION INSTALLED, INCLUDING MATERIALS, LABOR & HOT TAP)
- 3- *REMOVE 50' WEST SIDE APPROX*
- 4- CONNECT TO EXISTING 24" D.I.P. WATER MAIN PER S.B.M.W.D. STD. W6.3 (CONSTRUCTION INSTALLED, INCLUDING MATERIALS, LABOR & HOT TAP)
- 5- INSTALL 12" MU ROAD
- 6- INSTALL 12" MU GAP
- 7- INSTALL CONCRETE THRUST BLOCK PER S.B.M.W.D. STD. W6.4A
- 8- JACK AND BOND UNDERNEATH EXISTING RAILROAD TRACKS
- 9- INSTALL LINEAR RESTRAINT JOINTS PER S.B.M.W.D. W6.4 (PREPARED LENGTH PER PLAN)
- 10- INSTALL 1" LINE HYDRANT ASSEMBLY PER S.B.M.W.D. STD. W6.2 (COMPARISON B)
- 11- INSTALL BLUE BOOT PREVENTER MARKER PER S.B.M.W.D. STD. W6.3
- 12- INSTALL 12" FL. X MU DUCTILE IRON ADAPTER
- 13- INSTALL 2" COMBINATION VALVE PER S.B.M.W.D. STD. W6.3 (W/120' GROUND - TAKE OFF FROM EXISTING 24" D.I.P. WATER MAIN)
- 14- REMOVE EXISTING FIRE HYDRANT CAP EXISTING SERVICE LINE, AND ABANDON EXISTING SERVICE PER S.B.M.W.D. STD. W6.3
- 15- INSTALL 12" MU X 12" MU X 12" MU DUCTILE IRON TEE
- 16- INSTALL 2" COMBINATION DOMESTIC METER AND 2" FIBERGLASS METER PER S.B.M.W.D. STD. W.8
- 17- INSTALL 2" FIBERGLASS METER PER S.B.M.W.D. STD. W12
- 18- INSTALL 1/2" SERVICE WITH DOUBLE CHECK DETECTOR ASSEMBLY PER S.B.M.W.D. STD. W6.1
- 19- REMOVE IN PLACE EXISTING FIRE HYDRANT
- 20- INSTALL 2" COMBINATION AND FLUSHING PORT PER S.B.M.W.D. STD. W6.1
- 21- REMOVE, SCHEDULE, AND JUNCTION REPLACEMENT PER S.B.M.W.D. STD. W6.1
- 22- INSTALL 12" FL. X MU GATE VALVE PER S.B.M.W.D. STD. W6.1, W6.2
- 23- INSTALL 12" MU X 12" MU X 12" MU DUCTILE IRON TEE
- 24- *INSTALL 12" MU X 12" MU X 12" MU*



**QUANTITY NOTES**

- QUANTITIES ARE FOR PLAN CHECK AND BONDING PURPOSES ONLY.
- CONTRACTOR IS RESPONSIBLE FOR CALCULATING JOINT QUANTITIES.

**WATER METER NOTES**

CONTRACTOR TO LOCATE SERVICE LATERALS AND WATER METERS.

**NOTE:** PRIOR TO ANY WATER DISCHARGE, THE CONTRACTOR SHALL NOTIFY SANBINO WATER QUALITY AT (909) 381-5130 FIVE DAYS IN ADVANCE OF THE ANTICIPATED DISCHARGE. DEVELOPER MAY PROVIDE A COPY OF AN ACCEPTABLE STORM WATER POLLUTION PREVENTION PLAN (SWPPP).

**JOINT RESTRAINT NOTE**

- USE MEGA-LAST FOR JOINT RESTRAINT AT FITTINGS.
- USE FIELD-LOK CASSETS FOR JOINT RESTRAINT AT PIPE JOINTS.



**DECLARATION OF RESPONSIBLE CHARGE - ENGINEER OF WORK:**

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT. I HAVE EXERCISED RESPONSIBLE CARE AND JUDICE IN THE DESIGN AND CONSTRUCTION OF THE PROJECT AND I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.

I UNDERSTAND THAT THE CHECK OR PROJECT CHANGES AND SPECIFICATIONS IN THE DRAWINGS REMAINING WATER DEPARTMENT IS CONSIDERED TO BE THE PROPERTY OF THE DESIGNER.

FOR REVIEW AND APPROVAL OF WORK, MY RESPONSIBILITIES FOR PROJECT DESIGN:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



**Torres Engineering, Inc.**  
CIVIL ENGINEERING - LAND SURVEYING  
17414 TRISTEVE BOULEVARD  
LA BREA, CALIFORNIA 90008  
(818) 781-1167 (FAX) (818) 781-1171

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



**REVISIONS**

NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES
3	PLAN AND PROFILE - STA. 11+41 TO STA. 20+00
4	PLAN AND PROFILE - STA. 20+00 TO STA. 29+00
5	PLAN AND PROFILE - STA. 29+00 TO STA. 38+00
6	PLAN AND PROFILE - STA. 38+00 TO STA. 49+00
7	PLAN AND PROFILE - STA. 49+00 TO STA. 60+00
8	PLAN AND PROFILE - STA. 60+00 TO STA. 67+28
9	PLAN AND PROFILE - STA. 1+00 TO STA. 61+49
10	STANDARD DETAILS
11	STANDARD DETAILS

### CITY FIRE DEPARTMENT'S CERTIFICATE

I, THE CHIEF OF THE CITY FIRE DEPARTMENT, HAVE REVIEWED THE PLAN FOR THE ABOVE PROJECT AND HAVE FOUND THAT IT MEETS THE MINIMUM REQUIREMENTS OF THE CITY OF SAN BERNARDINO FIRE DEPARTMENT'S CODES AND REGULATIONS.

DATE: \_\_\_\_\_

ERIC CYRUSHEK  
BATTALION CHIEF  
(909) 384-5358

### WATER DEPARTMENT'S ENGINEER CERTIFICATE

I, THE ENGINEER OF WORK, HAVE REVIEWED THE PLAN FOR THE ABOVE PROJECT AND HAVE FOUND THAT IT MEETS THE MINIMUM REQUIREMENTS OF THE CALIFORNIA HEALTH AND SAFETY CODE.

DATE: \_\_\_\_\_

MATTHEW W. THORNTON, P.E.  
DISTRICT WATER UTILITY  
C.A. R.C.E. 58079  
EXPIRATION DATE: 5/30/2014  
(909) 384-5107

UNDERGROUND SERVICE ALERT  
CALL TOLL FREE  
1-800-227-2600

CONTRACTOR TO LOCATE SERVICE LATERALS AND WATER METERS.



APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**REVISIONS**

NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES
3	PLAN AND PROFILE - STA. 11+41 TO STA. 20+00
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10	STANDARD DETAILS
11	STANDARD DETAILS

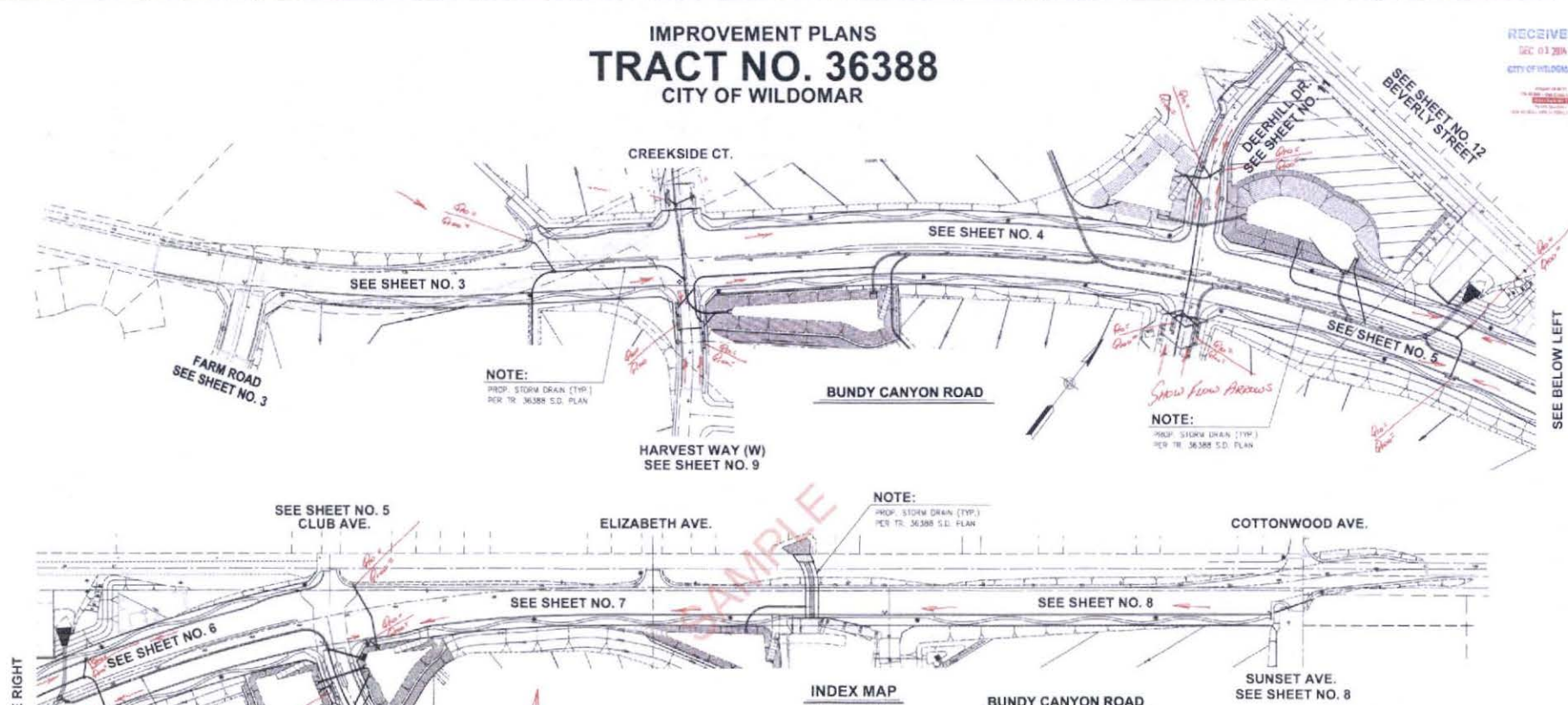
CITY OF SAN BERNARDINO  
MUNICIPAL WATER DEPARTMENT  
PARCEL MAP NO. 19395  
CAJON BOULEVARD  
TITLE SHEET

DRAWING SCALES  
HORIZ. 1"=40' VERT. 1"=4'  
E.C. NO. 19395  
XXXXX  
DWG GI  
SHEET 1 OF 11



# IMPROVEMENT PLANS TRACT NO. 36388 CITY OF WILDOMAR

RECEIVED  
DEC 01 2018  
CITY OF WILDOMAR



**NOTE:**  
PROP. STORM DRAIN (TYP.)  
PER TR. 36388 S.D. PLAN

**NOTE:**  
PROP. STORM DRAIN (TYP.)  
PER TR. 36388 S.D. PLAN

**NOTE:**  
PROP. STORM DRAIN (TYP.)  
PER TR. 36388 S.D. PLAN

**NOTE:**  
PROP. STORM DRAIN (TYP.)  
PER TR. 36388 S.D. PLAN

**BASIS OF BEARING**  
NORTH LINE OF SECTION 19,  
T. 6S, R. 3W BEING N 89°52'32" W

**BENCHMARK**  
BRASS DISC ON CONCRETE POST 0.2 MILE SOUTH ON WASHINGTON AVE.  
FROM POST OFFICE IN MURRIETA, 2.4 MILES EAST OF LOS ALAMOS ROAD  
4.2 MILLS NORTH OF HWY. 390, 0.1 MILE WEST OF SCOTT ROAD,  
78' SOUTHWEST OF POWERPOLE NO. 352008-5.  
STAMPED: 606-20-68  
ELEVATION: 1920.01' NAVD83 (CALCULATED)

**SOILS REPORT R-VALUE PER:**  
MATRIX GEOTECHNICAL  
41789 ENTERPRISE CIRCLE NORTH, #107  
TEMECULA, CA. 92950  
(951) 200-4747

**SOILS ENGINEER:**  
MATRIX GEOTECHNICAL  
41789 ENTERPRISE CIRCLE NORTH, #107  
TEMECULA, CA. 92950  
(951) 200-4747

**LEGEND OF ABBREVIATIONS**

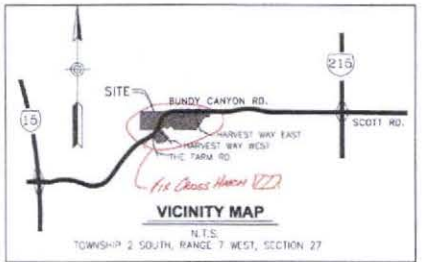
- CL CENTERLINE
- TC TOP OF CURB
- FL FLOWLINE
- BC BEGINNING OF CURVE
- EC END OF CURVE
- MPC POINT OF TANGENCY
- POC POINT OF COMPOUND CURVE
- VC VERTICAL CURVE
- BVC BEGINNING OF VERTICAL CURVE
- EVC END OF VERTICAL CURVE
- LP LANE
- RF 8" WATER SYSTEM
- EVI END OF VERTICAL CURVE
- PI POINT OF INTERSECTION
- BGR BEGIN CURB RETURN
- FOR END CURB RETURN
- HP HIGH POINT
- GB GRADE BREAK
- R/W RIGHT OF WAY
- HP HIGH POINT
- CD CATCH BASIN
- 8'S 8" SEWER SYSTEM

**LEGEND**

- STREET TREES
- STREET LIGHTS (RESIDENTIAL)
- STREET LIGHTS (ARTERIAL)
- EXIST. STREET LIGHTS (RESIDENTIAL)
- RIGHT OF WAY
- TRACT BOUNDARY
- CENTERLINE

**OWNER:**

SUNBELT COMMUNITIES  
27127 CALL AVENUE, SUITE 1910  
SAN JUAN CAPISTRANO, CA. 92675  
(949) 215-6023



**ENGINEER'S NOTE:**

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT HIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER'S *Clear Stipulations*.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A DILIGENT SEARCH OF AVAILABLE RECORDS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT ALL THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.

**INDEX OF SHEETS:**

SHEET NO.	DESCRIPTION
1-12	TITLE SHEET & INDEX MAP
3-12	DETAILS, CROSS-SECTIONS, QUANTITIES & NOTES (CONT.)
	STREET IMPROVEMENT PLANS

**NOTE:**  
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

The private engineer signing these plans is responsible for insuring the accuracy and acceptability of the design thereof. In the event of discrepancies arising after city acceptance or during construction, the private engineer shall be responsible for determining an acceptable solution and resubmitting the plans for acceptance by the city.

NO.	DATE	BY	DATE	REVISIONS

**CITY OF WILDOMAR**

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TIM DZIKURA, Director of Public Works

ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

**VSL ENGINEERING**

951-266-9800  
3780 TEMECULA PARKWAY #120  
TEMECULA, CA 92552

SEAL-ENGINEER

PREPARED BY: \_\_\_\_\_

R.C.E. No. 4086 EXP. 10-31-2015

TRACT MAP 36388 (city project number) SHEET No. **1**

**CITY OF WILDOMAR**

**OAK CREEK CANYON - SCHEDULE "A"**

**STREET IMPROVEMENT PLANS**

*TITLE SHEET*

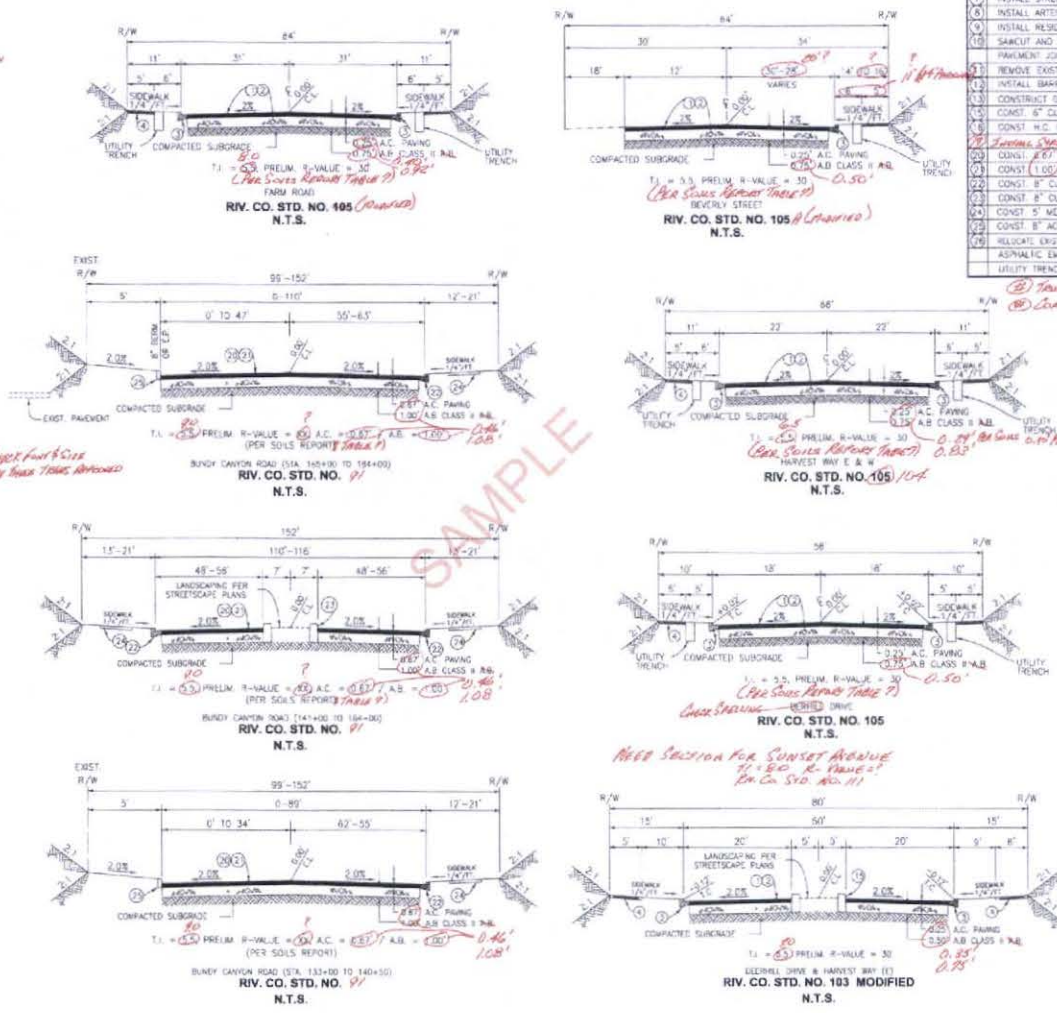
OF 12 SHEETS

**GENERAL NOTES:**

- IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE CITY OF EASTLAKE DEPARTMENT OF PUBLIC WORKS, PERMIT SECTION, FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY DEDICATED AND ACCEPTED FOR PUBLIC USE, AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMITS MAY BE REQUIRED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE OF THE WORK AND RELOCATION COSTS OF ALL EXISTING UTILITIES. THIS INCLUDES UNDERGROUND OF EXISTING OVERHEAD LINES ALONG THE PROJECT FRONTAGE AS REQUIRED BY THE CONDITIONS OF APPROVAL. PERMITS MUST BE OBTAINED FROM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION PHONE NO. (951) 703-4470.
- THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO CITY STANDARD NO. 214 *See County*
- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF WILDOMAR DEPARTMENT OF PUBLIC WORKS IMPROVEMENT STANDARDS AND SPECIFICATIONS, LATEST EDITION, COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS.
- IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY CITY OF EASTLAKE ORDINANCE NO. 481. ALL EXIST SURVEY MONUMENTS SHALL BE PROTECTED IN PLACE OR RELOCATED BY A LICENSED PROFESSIONAL PUBLIC CONSTRUCTION.
- ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:  
SEWER, WATER, ELECTRIC, GAS, STORM DRAIN
- CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO CITY STANDARD NO. 200 *See County*
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, DANGER AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY OF EASTLAKE. TRAFFIC CONTROL PLAN MUST BE SUBMITTED FOR REVIEW TO THE PERMIT SECTION PRIOR TO BEGINNING OF CONSTRUCTION.
- ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN BY THE CONTRACTOR AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE STANDARD NO. 401 IF EXPANSIVE SOILS ARE ENCOUNTERED.
- ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. FOG SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.50 AND 1.00 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTION 37, 39 AND 94 OF THE STATE STANDARD SPECIFICATIONS.
- PRIME COAT IS REQUIRED PRIOR TO PAVING ON ALL GRADES IN EXCESS OF 4% PERCENT *See County*
- INSTALL STREET TREES IN ACCORDANCE WITH ORDINANCE NO. 481 AND THE COMPREHENSIVE LANDSCAPING GUIDELINES (PLANTING: ACER, FRAXINO, LINDERO, PLANE, TREE, CANNABINOLA CALIFORNIA (CAMPHOR TREE), AND MAGNOLIA GRANDIFLORA (SOUTHERN MAGNOLIA)) *See County*
- STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN.
- AS DETERMINED BY THE DIRECTOR OF PUBLIC WORKS, THE DEVELOPER IS RESPONSIBLE AS NECESSARY FOR ROAD IMPROVEMENT TO CENTERLINE AND MAINTAIN OVERLAY TO MEET THE STRUCTURAL STANDARDS FOR THE CURRENT ASSIGNED TRAFFIC INDEX.  
ONLY LANDSCAPING CONSISTING OF GRASS AND PARKWAY TREES MAY BE INSTALLED OTHER PARKWAYS ON LOCAL RESIDENTIAL STREETS WITHOUT SEPARATE LANDSCAPING PLANS. ALL OTHER TYPES OF LANDSCAPING IN THESE AREAS, AND ALL LANDSCAPING ON ALL OTHER STREETS, SHALL REQUIRE SEPARATE LANDSCAPING PLANS. ALL LANDSCAPING IMPLEMENTATION SHALL CONFORM TO CITY OF EASTLAKE LANDSCAPING GUIDELINES DATED OCTOBER 2009.
- ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THOSE PRIVATE FACILITIES IS IMPLIED OR INTENDED BY THE CITY OF EASTLAKE DEPARTMENT OF PUBLIC WORKS.
- CONSTRUCTION PROJECTS MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB). PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.
- PRIOR TO ANY CONSTRUCTION, THE DEVELOPER SHALL PROVIDE THE CITY A COPY OF THE NOI WITH A VALID WORK NUMBER.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.
- EXISTING STORM DRAIN PIPES/CULVERTS (WHETHER TO BE CONNECTED TO, EXTENDED, ADJUSTED, DRAINED TO, OR JUST IN THE PROJECT VICINITY) MUST BE REPAIRED, AND/OR CLEANED TO MAKE THEM FUNCTIONAL AND ACCEPTABLE AS DIRECTED BY THE PUBLIC WORKS DEPARTMENT.

**STREET/STORM DRAIN IMPROVEMENT PLANS**

**TRACT NO. 36388  
CITY OF WILDOMAR**

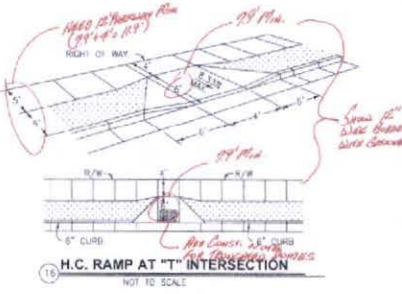
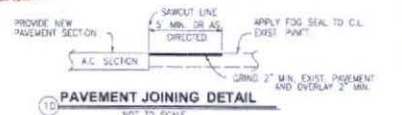


**STREET CONSTRUCTION NOTES & QUANTITY ESTIMATE**

NO.	ITEMS	QUANTITY	UNIT
1	CONST. 8" A.C. PAVEMENT	24000 SF	50
2	CONST. (1.5) A.B. CLASS II	24000 SF	70
3	CONST. 8" CURB & GUTTER TYPE A-B PER R/W CO. STD. DWG. NO. 200	2400	LF
4	CONST. 5" SIDEWALK PER R/W CO. STD. DWG. NO. 402 B & C	12000	SF
5	CONST. ACCESS RAMP PER R/W CO. STD. DWG. NO. 403, CASE A	20	TA
6	CONST. CROSS-GUTTER PER R/W CO. STD. NO. 209	500	SF
7	INSTALL STREET NAME SIGN PER R/W CO. STD. DWG. NO. (016) 018	10	EA
8	INSTALL ARTERIAL LIGHTING PER CO. STD. DWG. NO. 1001 (22,500 LUMEN) <i>See County</i>	10	EA
9	INSTALL RESIDENTIAL LIGHTING PER CO. STD. DWG. NO. 1000 (800 LUMEN) <i>See County</i>	2	EA
10	SAFCUT AND GRIND 3" MIN. EXIST. PAVEMENT THEN JOIN EXIST. PAVEMENT PER PAVEMENT JOINING DETAIL HEREON	220	SF
11	REMOVE EXIST. PAVEMENT	3000	SF
12	CONSTRUCT DRIVEWAY PER R/W CO. STD. DWG. NO. 207	450	SF
13	CONST. 6" CURB TYPE 10" PER R/W CO. STD. DWG. NO. 204	320	LF
14	CONST. H.C. RAMP AT T INTERSECTION PER DETAIL HEREON	2	EA
15	Remove Street Name Sign Per R/W Co. Std. Dwg. No. 016	10	EA
16	CONST. 1.0" A.C. PAVEMENT	27000 SF	18000
17	CONST. 1.0" A.B. CLASS II	27000 SF	8100
18	CONST. 8" CURB & GUTTER TYPE A-B PER R/W CO. STD. DWG. NO. 200	14140	CF
19	CONST. 8" CURB TYPE 3" PER R/W CO. STD. DWG. NO. 205	7200	LF
20	CONST. 5" SIDEWALK PER R/W CO. STD. DWG. NO. 402	4500	SF
21	CONST. 5" SIDEWALK PER R/W CO. STD. DWG. NO. 403	37500	SF
22	CONST. 8" AC BERM PER R/W Co. Std. Dwg. No. 208	2800	SF
23	RELOCATE EXIST. POWER POLE BY OTHERS	1	EA
24	ASPHALTIC EMULSION (FOG SEAL) 0.50 GAL/SY	1625	TONS
25	UTILITY TRENCH	7200	LF

**NOTE:**

QUANTITY ESTIMATES SHOWN ON THESE PLANS ARE FOR PLAN CHECK PURPOSES ONLY. CONTRACTOR SHALL VERIFY THE EXACT QUANTITIES PRIOR TO CONSTRUCTION. ANY DISCREPANCIES FOUND MUST BE REPORTED TO THE ENGINEER IMMEDIATELY SO ADJUSTMENT CAN BE MADE.



**SOILS REPORT R-VALUE PER:**

LEG. INLAND  
41635 ENTERPRISE CIRCLE NORTH, SUITE A  
TEMECULA, CA 92592  
(951) 297-2430 *See County*

**D**  
DUAL BEFORE YOU DIG  
TOLL FREE 1-800-227-2000  
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

**NOTE**  
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.  
The provider of any user logs into these plans is responsible for ensuring the accuracy and completeness of all design data. In the event of discrepancies arising after city acceptance of design construction, the provider engineer shall be responsible for determining an acceptable solution and shall amend the plans for acceptance by the city.

**CITY OF WILDOMAR**  
ACCEPTED BY: [Signature]  
DATE: [Date]

**CITY OF WILDOMAR**  
T.M. OZMURA, Director of Public Works  
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

**SEAL ENGINEER**  
[Signature]

**VSL ENGINEERING**  
951-296-3300  
31805 TEMECULA PARKWAY #129  
TEMECULA, CA 92592

**BENCHMARK**  
SEE SHEET

TRACT MAP 36388 (city project number)  
**CITY OF WILDOMAR**  
OAK CREEK CANYON - SCHEDULE "A"  
STREET IMPROVEMENT PLANS  
CROSS-SECTIONS AND QUANTITY ESTIMATES

PREPARED BY: [Signature]  
DATE: 03.21.2011  
SCALE: As Noted

REVISIONS  
APPR. DATE CITY

SHEET NO. 2 OF 12 SHEETS

**C.1 PROJECT TEAM ORGANIZATION CHART**

Mr. Glenn Budd, P.E., QSD, our day-to-day contract and Project Manager, will oversee all work, and using our in-house QC procedures and sound engineering judgment based upon experience, will continue to monitor and review that work. In addition to the ongoing project reviews and checks, review meetings will be conducted by Mr. Budd and the overall team at milestones during the plan formulation process to allow input and provide discussion of alternatives or issues.

CASC is pleased to present the project team shown in the organization chart below. Our team of professionals hold credentials that attest to their knowledge, skills, and abilities. By presenting credentialed and experienced staff, the City of Palm Springs have exceptional confidence in the team.





**C.2 TEAM RESUMES**

**EDUCATION:**

- AA/Valley College/San Bernardino
- Civil Engineering Coursework/California State Polytechnic University/Pomona

**PROFESSIONAL REGISTRATIONS/AFFILIATIONS:**

- Professional Engineer/California/58411

**GLENN BUDD, P.E., QSD**

**DIRECTOR OF CIVIL ENGINEERING / SENIOR PROJECT MANAGER**

Mr. Budd is a Registered Civil Engineer in the State of California. He has more than 30 years of experience in management, strategic planning with preliminary and final engineering design of numerous and diverse projects throughout the Inland Empire. These projects include communities and cities in San Bernardino and Riverside Counties, also several projects in Orange and Los Angeles Counties. Glenn’s specific experience includes roadways, backbone infrastructure, water sewer and storm drain systems with underground piping and open channels for commercial, industrial, residential, residential and public work projects.

Glenn has extensive management experience of both projects and staff. As a manager, is responsible for client relations, staffing project documentation, construction support and Quality Assurance/Quality Control on all projects. He also prepares or supervises the preparation of Water Quality Management Plans,

SWPPP, NOI, hydrology/hydraulic reports, sewer and water reports, project schedules and project status reports, construction design plans including street, street light, signing and striping, sewer and water, reclaimed water, storm drain, grading, erosion control and others. Glenn has a working knowledge of both AutoCADD and Microstation. He facilitates communications with clients, clients’ consultants, public agencies and project teams, both internally and externally. He oversaw the plan check of water projects for San Bernardino Municipal Water Department.

**RELEVANT EXPERIENCE:**

**North San Bernardino Industrial Park Plan Check - San Bernardino Municipal Water Department (SBMWD), San Bernardino, CA:** The Plan Check services on the North San Bernardino Industrial Park for SBMWD are part of the expedited plan check required and paid for by the developer of this important project in the city. The project is along Cajon Boulevard from Kendall Drive to the projection of Little League Drive in the northwesterly section of the City of San Bernardino. The project is for new construction of over 6,600 linear feet of a 12-inch Ductile Iron Pipe (DIP) that crosses existing BNSF Railroad tracks. The water line interconnections with existing 12-inch DIP and 24-inch DIP. The plan check services including reviewing the horizontal and vertical design, quantities, fire hydrant requirements, jack & bore casing design, adherence to SBMWD design and drafting standards, etc. Mr. Budd provides necessary coordination with SBMWD staff to maintain records and status of incoming and outgoing reviews. CASC also provided the inspections services for this project. This inspection included continuous inspection of the installation of the pipeline, fire hydrants, water meters, blow-off, etc. CASC prepared Tie Sheets and a Project Close-out Book with photo logs, daily reports and quantity take-offs.

**San Bernardino International Airport Authority (SBIAA) Plan Check - San Bernardino Municipal Water Department (SBMWD), San Bernardino, CA:** The Plan Check services on the SBIAA for SBMWD are part of the expedited plan check required and paid for by the developer of this important project in the city. The project is along Victoria Avenue and “U” Street within the San Bernardino International Airport. This project will support the relocation of the San Bernardino County Sheriff’s facility currently located at Rialto Airport which is slated for closure. The project is for new construction of approximately 4,000 linear feet of new Ductile Iron Pipe (DIP) that varies in size from 8-inch to 24-inch. These water lines interconnection with the existing 10-inch ACP and 12-inch ACP pipelines. The plan check services including reviewing the horizontal and vertical design, quantities, fire hydrant requirements, jack & bore casing design, adherence to SBMWD design and drafting standards, etc. Mr. Budd provides necessary coordination with SBMWD staff to maintain records and status of incoming and outgoing reviews.

**CONT. GLENN BUDD**

**City of Wildomar Plan Check Services, Wildomar, CA:** The plan check services for Oak Creek Canyon Tract 36388. This project is a residential development with 315 single family lots, a park and a commercial area. The project will provide an important east-west corridor between the cities of Wildomar and Menifee. This east-west corridor is classified as a 152 feet Urban Arterial Highway with an interim of 4 traffic lanes built per the plans that allows for ultimate of 6 traffic lanes. The plan check includes review of street, street striping/signage, street lighting, cost estimate, hydrology report, hydraulics, basin routing (6 basins), mass grading, and storm drain pipes. The project is located within two separate receiving watersheds, Santa Margarita and Santa Ana.

**Thomas E. Levy Groundwater Replenishment Facility - Coachella Valley Water District, CA:** Project Engineer for design of 39 new water recharge basins for Coachella Valley Water District. This project consisted of sizing basins, providing outflow pipes and spillways with basin interconnection, access roads and drainage channels through the site.

**El Cerritos Park- Riverside County EDA, Corona, CA:** Baxter Miller & Associates was the lead consultant on this project. Glenn served as the sub consultants Project Engineer of the design team for the El Cerrito Park project for the Riverside County EDA in City of Corona. This park project consisted of baseball, soccer and play fields in addition to basketball courts, picnic areas, parking lot to serve the community. There was match up pavement, new curb and gutter, new driveways along El Cerritos Road and an combination on-site water quality and detention basin. Glenn was involved with the construction operation by responding to Request for Information (RFI), coordinating with Southern California Edison, East Valley Municipal Water District, City of Corona.

**Theater Square Project – San Bernardino EDA, San Bernardino, CA:** Project Manager for the design and construction of the 1 acre project. This project was for redevelopment of the existing abandoned Cinema Star Theater in downtown San Bernardino on the corner of "E" Street and 4<sup>th</sup> Street. The project was to revitalize the surrounding frontage improvements of the building to re-open the cinema by Regal Cinema. Glenn was involved from the beginning of this project and worked as a partner with SBEDA and the City Mayor's office to complete this project in the spring of 2012. The project had many aspects including demolition of the existing improvements, design of the new improvements and providing professional assistance throughout the bidding, evaluation of bids, RFI and construction operations.

**Downtown Parking Lot- San Bernardino County Superior Court, San Bernardino, CA:** Rudolph and Sletten was the lead consultant on this project. Glenn served as the sub consultants Project Manager of the design team for this project to provide temporary parking spaces during the construction of the new downtown San Bernardino County Justice Center.

**EDUCATION:**

- BS/Civil Engineering/  
California State  
Polytechnic  
University/Pomona,  
CA
- BS/Biology/University  
of California/  
Riverside, CA

**PROFESSIONAL  
REGISTRATIONS/  
AFFILIATIONS:**

- Professional Engineer/  
California/54609

**BARBARA SHERMAN, P.E., QSD  
SENIOR PROJECT MANAGER**

Ms. Sherman is a registered civil engineer in the State of California. She has over twenty years of experience in the civil engineering industry. Her design experience includes grading, sewer, water, street and storm drain design. She has design coordination experience with various cities, utility agencies and railroad companies.

Prior to joining CASC, Ms. Sherman was employed by ASL Consulting Engineers where she performed street, sewer, water, and grading design for various agencies in Southern California.

**RELEVANT EXPERIENCE:**

**Plan & Document Review, City of Redlands, CA:** Since early 2007, Ms. Sherman serves as one of the lead Plan Checker team members providing services at the City of Redlands. In addition to assuring that Precise Grading Plans, Erosion Control Plans, Street and Storm Drain Plans, Traffic Signing and Striping Plans, Street Light Plans, Street Tree Plans, and Storm Water Pollution Prevention Plans are prepared in accordance with the City's standards and acceptable engineering practices, Ms. Sherman provides necessary coordination with City staff to maintain records and status of incoming and outgoing reviews, meets with developers/owner's engineers, conducts site visits, and reviews conditions of approval.

and Storm Water Pollution Prevention Plans are prepared in accordance with the City's standards and acceptable engineering practices, Ms. Sherman provides necessary coordination with City staff to maintain records and status of incoming and outgoing reviews, meets with developers/owner's engineers, conducts site visits, and reviews conditions of approval.

**McSweeney Farms Park Site, City of Hemet, CA:** Ms. Sherman served as the Project Manager for this 5-Acre Park Site as a part of the McSweeney Farms Master Planned Community. Ms. Sherman was the interface between the developer, City of Hemet, and Valley Wide Development and Recreation Department. Mrs. Sherman is the Engineer of Record for this Park Site and provided oversight for the design which included pre-fabricated restroom facilities, baseball field, soccer fields, basketball courts, exercise and playground equipment, and a tot lot.

**McSweeney Farms Community Center, City of Hemet, CA:** Ms. Sherman served as the Project Manager for this 3.5 -Acre Community Center as a part of the McSweeney Farms Master Planned Community. Mrs. Sherman is the Engineer of Record for and provided oversight for the design which included an 18,000 sq. ft. barn-style building, Olympic size swimming pool, open-air amphitheater, outdoor barbeque/eating area, basketball courts, and several meandering trails and sidewalks.

**Pepper Avenue Extension, City of Rialto, CA:** Ms. Sherman served as the Project Manager providing construction support for the street, sewer, storm drain improvements. Review of RFI's and material submittals as requested by the contractor and City.

**Tract 31892, Riverside County, CA:** Ms. Sherman served as the Project manager in charge of the designing approximately 3 miles of street improvements, rough grading plans, and 8" to 12" diameter waterline and sewerline for 241 acre, 379 Lot residential site. The project involves inter-ties for temporary construction water until future tank and booster stations are online. Coordinated approval of the final design improvement plans with the County of Riverside and Eastern Municipal Water District.

**Newport Commons Business Park, Riverside County, CA:** Project Manager that provided oversight for the preliminary and final grading, sewer and water design, street improvements, as well as the water quality infiltration system. Project required coordination efforts between client, architect, landscape architect, county transportation department, and flood control.

**Stuart Avenue, City of Redlands:** Project Manager for the design of approximately 2,000 LF of street widening and side walk improvements. Includes coordination with utility companies and local agencies.

**EDUCATION**

- B.S. Civil Engineering / California State Polytechnic University, Pomona, CA, 2010

**PROFESSIONAL REGISTRATION/  
AFFILIATIONS**

- Civil Engineer, California/ #82755
- ASCE member (2005-Present)

**ANTHONY MISTRETTA, P.E., QSD/P  
PLAN CHECK TEAM**

Mr. Mistretta has over six years of Civil Engineering design experience. As a Design Engineer at CASC Consulting, Mr. Mistretta has been responsible for the civil design of a variety of developments including but not limited to residential tracts, parking facilities, street and highway improvements, sub-station sites, solar facilities, and various other commercial sites. Additional experience includes the development of multiple detailed hydrology studies and drainage reports, as well as the water quality design and development of Storm Water Pollution Prevention Plans (SWPPPs) and Water Quality Management Plans (WQMPs) for a variety of traditional and linear developments.

In addition to his current work in the private sector, Mr. Mistretta has also worked for the San Bernardino County Flood Control District in the Flood Control Engineering Department. His work consisted of the civil design of various flood control facilities including but not limited to open channels, drainage pipes, flood basins, and access roads. Other public sector work included the creation of hydraulic models/analyses; the development of final plan sets, specifications and cost estimates; plan checking; and the organization of field investigations.

Further work experience includes land surveying, mapping, heavy equipment operation, and conducting NPDES compliance inspections.

**RELEVANT EXPERIENCE:**

**City of Wildomar Plan Check Services, Wildomar, CA:** The plan check services for Oak Creek Canyon Tract 36388. This project is a residential development with 315 single family lots, a park and a commercial area. The project will provide an important east-west corridor between the cities of Wildomar and Menifee. This east-west corridor is classified as a 152 feet Urban Arterial Highway with an interim of 4 traffic lanes built per the plans that allows for ultimate of 6 traffic lanes. The plan check includes review of street, street striping/signage, street lighting, cost estimate, hydrology report, hydraulics, basin routing (6 basins), mass grading, and storm drain pipes. The project is located within two separate receiving watersheds, Santa Margarita and Santa Ana.

**Wilson Avenue Extension – Rancho Cucamonga, CA:** Responsible for approximately one mile of proposed street improvements along Wilson Avenue between East Avenue and Wardman Bullock Road in the City of Rancho Cucamonga, CA. Services included street, sidewalk, and intersection design, as well as support in storm drain design, on-site and off-site hydrology, and the grading of multiple existing adjacent access roads, proposed drainage conveyances, and proposed basins.

**Casa Blanca Ranch – Yucaipa, CA:** Responsible for the development of the conceptual grading plan along with earthwork analyses for the proposed residential development. Also performed the sewer study for a portion of the proposed development, analyzing multiple sewer alternatives in an area where existing grades limited the use of typical construction practices. Responsible for the horizontal and vertical design of each proposed sewer alternative.

**Oak Valley Church – Calimesa, CA:** Responsible for the grading design; the design of the proposed on-site retention basin and other on-site drainage conveyances; the design of the ADA parking facilities and other various parking lot improvements; and the completion of the on-site hydrology study.

**U.S. Gypsum Solar Facility – Plaster City, CA:** Responsible for the site grading design and development of the precise grading plan; as well as completion of the on-site and off-site hydrology study and development of the final drainage report.

**EDUCATION:**

- BS / Environmental Resources Engineering / Humboldt State University / California

**PROFESSIONAL REGISTRATIONS:**

- Professional Civil Engineer s California / #040658 s Nevada / #013503 s North Dakota / PE-8749
- Board Certified Environmental Engineer / National / #04-20040
- Certified Professional in Erosion and Sediment Control (CPESC) / International / #5414
- Qualified SWPPP Developer and Qualified SWPPP Practitioner / California / #00004
- California Stormwater Quality Association / Approved Trainer of Record
- EnviroCert International / Approved Trainer for Certified Professional in Erosion and Sediment Control (CPESC) Review Course and Exam

**PROFESSIONAL AFFILIATIONS:**

- California Stormwater Quality Association / Director: 2003-2009, 2012-2015
- International Erosion Control Association, Western Chapter, Director 2014-2016
- American Public Works Association, Inland Empire Chapters, Director 2014-2016
- American Society of Civil Engineers - San Bernardino and Riverside Counties Branch / President: 1993-94
- Inland Empire Council of Engineers and Scientists / President: 1995 - 1996

**JEFF ENDICOTT, P.E., BCEE, CPESC, QSD/P, TOR  
PLAN CHECK MANAGEMENT SUPPORT- WATER QUALITY**

Jeffrey D. Endicott has extensive environmental and civil engineering experience as a consultant and in the public sector. Water, both as a resource and as a force in nature, has been a central element of Mr. Endicott's work, with projects ranging from development of potable water supplies to prevention of environmental damage initiated by rainfall and runoff.

Mr. Endicott draws upon his public sector and private sector experience to produce practicable solutions to complex environmental problems.

Mr. Endicott is widely recognized as an expert on water quality management planning for new development and redevelopment projects, and has taught courses on the subject attended by over 2,000 municipal staff, consultants, and other interested parties. Mr. Endicott served as the project manager for development of the California Stormwater Quality Association's 2003 edition of the "*California Stormwater Quality Best Management Practice Handbooks*." In addition to managing the development of the four-volume set of handbooks, he was a key author of the "*New Development - Redevelopment Handbook*" and the key technical advisor on the "*Construction Handbook*." He served as a technical advisor for the Bay Area Stormwater Management Agencies Association's book, "*Start at the Source*," and was the Technical Director for the companion document, "*Using Start at the Source to Comply with New Development Requirements for Stormwater Quality Protection*."

Collectively, this experience means that Jeff understands not only *how* to implement TCBMPs, he also *why* the practices are implemented and *where* the requirements originated. This background is essential to effectively directing teams evaluating, inspecting, and assessing the design, performance, and maintenance of TCBMPs.

Jeff has accumulated extensive experience in assisting public agencies comply with the stringent requirements of their NPDES MS4 Permits. His assistance has spanned permit applications for both Phase I and Phase II MS4 programs, program development, program evaluation, annual reporting, and storm water management plan and permit negotiations. He has worked with Phase I area-wide MS4 programs including the San Bernardino, Riverside, Los Angeles, Ventura, and Santa Clara counties storm water programs, the Caltrans storm water program, and Phase II storm water programs including designated non-traditional MS4s Elk Grove and Morgan Hill unified school districts, and non-traditional, undesignated

MS4s including Los Angeles and Corona-Norco unified school districts.

**RELEVANT EXPERIENCE**

**WQMP/SUMP Review and Plan Check Services:** Mr. Endicott has directed CASC's WQMP/SUSMP Review and Plan Check Services Team since 2004. During this time, the team has plan checked many hundreds of WQMP/SUSMP submittals on projects including master planned communities of over 1,600 acres, major warehouse facilities, big-box store retail centers, small commercial centers, single and multi-family residential developments,

**CONT. JEFF ENDICOTT**

public works projects, utility projects, and more. His experience includes WQMP/SUSMP Plan Checking for the following agencies:

<u>Riverside County Agencies</u>		<u>San Bernardino County Agencies</u>	
County of Riverside, TLMA	County of Riverside, EDA	City of Highland	City of Montclair
City of Moreno Valley	City of Hemet	City of Redlands	City of Colton
City of Temecula	City of Perris	City of San Bernardino	
City of Banning			

Jeff assists agencies determine the appropriate set of BMPs, including Treatment Control BMPs (TCBMPs), to allow in WQMPs/SUSMPs within in their jurisdiction by clearly identifying the benefits and constraints of various BMPs. He works with agencies to develop design standards. He and advises agencies during meetings with developers and their WQMP/SUSMP preparers, and advises agencies on emerging WQMP/SUSMP and BMP issues. For agency projects, Jeff provides peer review services whereby he advises the agency regarding the near- and long-term implications associated with their selection of LID BMPs.

**Treatment and Hydromodification Control BMP Evaluation and Inspection Services:** Mr. Endicott directs the firm’s team that provides services to validate the appropriate design, specifications, and implementation of Low storm water Best Management Practices (BMPs): his extensive and relevant experience is demonstrated by the following projects:

- **City of Fremont:** Facing stringent requirements for discharges into San Francisco Bay, the City of Fremont staff elected to develop their own TCBMP for use in dense urban areas of the City. Throughout design, Mr. Endicott was retained to provide peer review of the City’s “Treewell Filter”, a hybrid bioretention system. After construction of two full-scale Treewell Filters, the City retained Jeff to conduct flow simulation testing to validate the as-built capacity of the TCBMPs. Subsequently, the San Francisco Estuary Institute engaged Mr. Endicott to conduct a peer review of the Institute’s evaluation of the water quality performance of the Treewell Filters.
- **County of San Bernardino:** Mr. Endicott’s technical expertise was utilized to establish the County’s current TCBMP inspection milestones, milestones that represent critical steps in TCBMP implementation.
- **City of Highland:** The City of Highland experienced problems with a Sand Filter TCBMP at its new police station, and the City called on Jeff for assistance. He quickly assessed the problem and provided recommendations for its resolution, assisting the City in getting the TCBMP online before the ribbon cutting ceremony at the facility.
- **City of Moreno Valley:** When builder a major builder and the City of Moreno Valley could not agree on the adequacy of the Nason Basin as a TCBMP, Mr. Endicott was retained to evaluate the constructed basin. Mr. Endicott made recommendations to retrofit the basin so that it could meet design standards without completely reworking the basin. The basin was then accepted by the City.

**PROFESSIONAL/  
REGISTRATIONS/  
AFFILIATIONS:**

- Certified Professional in Storm Water Quality (CPSWQ) No. 913
- Certified Professional in Erosion and Sediment Control (CPESC) No. 5693
- California Stormwater Quality Association / Approved Trainer-of-Record
- California Stormwater Quality Association Qualified SWPPP Developer and Qualified SWPPP Practitioner (QSD/P) Certification No. 00225
- California Stormwater Quality Association—Co-Chair Construction Subcommittee (2014-Present)

**MELANIE SOTELO, CPSWQ, CPESC, QSD/P, TRAINER-OF-RECORD  
PLAN CHECK TEAM— WATER QUALITY**

Ms. Sotelo has more than 20 years of professional experience including over 10 years in the specialized field of NPDES Stormwater Permit Compliance. She possesses extensive knowledge of California’s NPDES Construction, Municipal (MS4) and Industrial permits. She is responsible for overseeing the preparation or plan checking of numerous Stormwater documents including SWPPPs, WQMPs, and SUSMPs, preparation of regulatory reports and applications, water quality training programs, water quality monitoring and reporting programs. She has worked extensively with many RWQCBs. She has been a course instructor for classes related to the Construction General Permit, Riverside County Santa Ana River and Whitewater River Watersheds’ NPDES MS4 Permits, San Bernardino County’s NPDES MS4 Permit and has also drafted the City of El Monte’s Green Streets Policy and LID Ordinance in compliance with their current NPDES MS4 Permit.

Ms. Sotelo’s extended resume includes both transportation and public works experience as a civil designer where she performed design engineering on a wide variety of infrastructure projects including water and sewer, street improvements, grading and pumping stations.

**RELEVANT EXPERIENCE**

**Water Quality Services for the County of Riverside, City of Highland, City of Moreno Valley, City of Montclair and the City of Hemet:**

CASC is currently under contract with the County of Riverside, City of Highland, City of Moreno Valley, City of Montclair, and the City of Hemet to provide Water Quality Management Plan (WQMP) Review Services and assistance. Ms. Sotelo is responsible for the management, coordination and lead performance of plan check reviews for Preliminary and Final WQMPs submitted to Riverside County, the City of Highland and the City of Moreno Valley. Ms. Sotelo also provides WQMP review assistance to the City of Montclair and to the City of Hemet, as needed. Ms. Sotelo has conducted over a hundred reviews of both Preliminary and Final WQMPs submitted for approval under the guidelines of the California Stormwater Quality Association, the Santa Ana Regional Water Quality Control Board, and the San Diego Regional Water Quality Board.

**Water Quality Management Plan (WQMP) and Hydrology Plan Review Services, County of Riverside—TLMA, Whitewater River Watershed, Santa Ana River Watershed and Santa Margarita River Watershed:** Ms. Sotelo currently serves as the Project Manager for CASC’s WQMP and Drainage Report plan check team for plan check reviews of WQMPs submitted for approval under the guidelines of the Colorado River Basin Regional Water Quality Control Board, the Santa Ana Regional Water Quality Control Board, and the San Diego Regional Water Quality Control Board. Ms. Sotelo has reviewed hundreds of WQMP submittals and review services includes coordination and cooperation with WQMP Applicants and preparers by providing guidance in the implementation, feasibility and design of the LID BMPs to aide agencies in moving projects forward.

**Water Quality Management Plan (WQMP) and SWPPP Review Services, County of Riverside, Economic Development Agency:** Ms. Sotelo currently oversees CASC’s WQMP and SWPPP plan check team for plan check and peer reviews of WQMPs and SWPPPs submitted for approval by the County on public projects. Peer review services includes coordination and cooperation with the design team and preparers by providing guidance and recommendations in the feasibility, design and implementation of construction and post-construction BMPs.

**PROFESSIONAL REGISTRATIONS/  
AFFILIATIONS:**

- CA Licensed Land Surveyor # 8422—Exp. 12/31/2014
- California Land Surveyors Association (CLSA)
- National Society of Professional Surveyors (NSPS)

**RICK FURLONG, P.L.S.  
DIRECTOR OF SURVEY AND MAPPING**

Richard Furlong is the Director of Survey and Mapping for CASC. He is an accomplished professional surveyor with over 30 years of surveying experience in Southern California and is currently in his 17th year as Director of Survey and Mapping for CASC.

Mr. Furlong has a broad survey background including construction staking, hydrographic, topographic mapping, boundary surveys, design surveys, parcel mapping, records of survey, and cadastral surveys. He has served as project manager for various construction projects and on-call surveying services for public and private sectors, and is currently a contract surveyor for the City of

Redlands, checking, signing and sealing final and parcel map for technical correctness. He is very knowledgeable with the surveying and mapping standards of the various municipal agencies and Caltrans.

**RELEVANT EXPERIENCE:**

Mr. Furlong's extensive work for a variety of public agencies and private owners gives him insight into conditions that may affect scheduling, costs, and contractual procedures. A partial list of his project experience includes the following:

- Inland Empire Utility Agency, Inland Empire, CA
- CVWD - New Waterline from Day/East Canyon to Llyod M. Michael Water Treatment Plant - Aerial and Topographic Surveying.
- CVWD - CP6953 Sewer Main Replacement in Baseline Road - Aerial and Topographic Surveying.
- CVWD - CP6954 Sewer Main Replacement in Hermosa Avenue - Aerial and Topographic Surveying.
- CVWD - CP6819 12-Inch Waterline Installation in Etiwanda Avenue - Topographic Surveying.
- Design Surveying for Apache Trail, Riverside County, CA
- U.S. Gypsum Solar Facility – Plaster City, CA: Aerial Topographic Mapping and Boundary Surveying
- Allegretti Farms Solar Project, Imperial County, CA: Aerial Topographic Mapping, Boundary Surveying and Base Mapping for planned 20 KV PV Solar plant.
- Solar Thermal Project, Needles, CA: Topographic Mapping, Base Maps
- Crafton Hills College, Yucaipa - Aerial Surveying, Topographic Surveying and Construction Surveying.
- San Bernardino Valley College - Topographic Surveying and Construction Surveying.
- Colton Unified School District - Colton High School, Bloomington High School, Terrace View Elementary School, Alice Birney Elementary School, Abraham Lincoln Elementary School, Washington High School - Topographic Surveying and Construction Surveying.
- City of Fontana - Sierra Avenue Median Improvements - Construction Surveying.
- Four Photovoltaic Solar sites totaling 1,700 acres, Imperial County, CA: Aerial Topographic Mapping and Boundary Surveying
- City of Redlands - On-Call Map Checking Services.
- Ormat Technologies: Aerial Topographic Mapping for 3 proposed geothermal / Photovoltaic Solar sites totaling 1000 acres, Imperial County, CA
- Armstrong Road Beautification, Riverside County EDA, CA
- Home Gardens Beautification, Magnolia Avenue, Riverside County EDA, Corona, CA



**EDUCATION:**

- 1980-1983 California State University at Los Angeles, CA

**PROFESSIONAL REGISTRATION:**

- Land Surveyor-in-Training CA # ZL005987

**JESS BECERRA, L.S.I.T.**

**MAPPING MANAGER**

Mr. Becerra is a Mapping Manager with over 23 years of Survey and Mapping experience. He is responsible for overseeing and coordinating all mapping projects, reviewing Title Reports and relevant documents, boundary analysis, writing legal descriptions, and is responsible for all mapping projects as well as Construction and Survey support.

**RELEVANT EXPERIENCE**

**Map Check Support Services, City of Redlands and City of San Bernardino,**

**CA:** Mr. Becerra is responsible for reviewing all packages submitted for plan checking to ensure that all of the necessary documents are provided by the consultant (Title Reports, Schedule "B" documents, Grant Deeds, Condition of Approval, non-interference letters from utility companies, support maps, closures, correct number of maps, etc.). Mr. Becerra ensures that the necessary resources are available to review and return the plan check to the City or Consultant in a timely manner. Mr. Becerra does a final review of the plan check comments to make sure that a thorough job is done.

**Southern California Edison, South of Kramer, Coolwater-Lugo 220kV Transmission Project:** Mr. Becerra provided support to the primary design team for the "South of Kramer Project". Mr. Becerra coordinated the development of the projects base map and the implementation of the placement of the ortho photos. Mr. Becerra assisted with the drafting of horizontal layouts of the access roads and pads. Mr. Becerra is versed in SCE's Civil CAD standards, procedures, and processes.

**Southern California Edison, San Joaquin Cross Valley Loop Transmission Upgrade:** Mr. Becerra provided support to the primary design team for the "San Joaquin Cross Valley Loop Project". Mr. Becerra coordinated the development of the projects base map and the implementation of the placement of the USGS quad maps and the importation of the topo files.

**OTHER EXPERIENCE**

**70 MW Photovoltaic Project in Niland, CA – 640 Acres:** Mr. Becerra coordinated the development of the projects base map and the implementation of the placement of the USGS quad maps and the importation of the topo files. Mr. Becerra reviewed the projects title report and plotted all the projects easement and existing road right of ways.

**50 MW Photovoltaic Project located in Imperial County, CA – 480 Acres:** Mr. Becerra coordinated the development of the projects base map and the implementation of the placement of the USGS quad maps and the importation of the topo files. Mr. Becerra reviewed the projects title report and plotted all the projects easement and existing road right of ways.

**SUBCONSULTANT RESUMES**



**EDUCATION:**

- BS, Civil Engineering, California State Polytechnic University at Pomona, 1989

**PROFESSIONAL REGISTRATION/  
AFFILIATIONS**

- Registered Civil Engineer, CA
- Hands-on Fiber Optic Training, 3– Day course by National Technology Transfer, Inc.

**GLEN R. PEDERSEN, P.E.**

**PRINCIPAL TRANSPORTATION ENGINEER**

Mr. Pedersen is the Vice-President of Transportation & Energy Solutions (TES), Inc., and is responsible for design and oversight for all public works design projects undertaken by TES. These projects have included various local projects involving design and implementation of traditional traffic control and Intelligent Transportation Systems (ITS) devices, on-call design and traffic engineering services, and plan checking of transportation related plans, specifications and estimates. Mr. Pedersen has over 24 years of traffic/transportation/ITS experience.

In the area of transportation engineering, Mr. Pedersen has designed and managed many traffic projects that have included the design of new and modified traffic signals; signing/stripping; roadway and interchange lighting; communications including twisted pair and fiber optics; and traffic control, staging and detours. He has prepared traffic plans in support of several Caltrans interchange and encroachment permit projects including traffic control for HOV lanes on I-10; Day Street/Ironwood and Frederick/ Keystone widening and reconstruction projects (Moreno Valley); the I-10/Apache Interchange (Cabazon), I-10/Archibald Urban Interchange (Ontario), and SR-60/Haven Avenue (Ontario). In addition, Mr. Pedersen has worked on many local ITS projects that have included design of fiber optic, wireless, and twisted pair communications, CCTV, DMS, system detection (loops, Sensys, video) for the Cities of Burbank, Azusa, Long Beach, Pomona, Palmdale, Anaheim, Santa Ana, Buena Park, Glendale, OCTA, Caltrans, Nevada DOT, Arizona DOT, Florida and Virginia. His roles on these projects have included project management, advisory, quality control, design, special provisions, estimates, training, preparation of design guidelines, and technology assessments.

Currently, Mr. Pedersen is serving as the TES project manager for traffic signal equipment upgrades, communications, DMC and CCTV design for the City of Moreno Valley. He is nearly finished with 23 traffic signal modifications on Alameda Street and Florence Avenue for the County of Los Angeles DPW, 3 traffic signal modifications on Alameda Avenue for the City of Burbank, signing/stripping for 14 roadways at the Port of Long Beach, and three traffic signal modifications and one new traffic signal, CCTV, and communications for the City of Palmdale.

Mr. Pedersen recently prepared PSE for 18 traffic signal modifications for the Cycle 8 Safe Route to Schools project in Burbank, signing/stripping, traffic signal, new traffic signal and signing/stripping on Foothill Boulevard near Azusa Pacific University in Azusa; traffic plans associated with widening of Box Springs Road and Ironwood Avenue (Phase 1) and design of a new traffic signal, geometrics, street lighting, and interconnect (Phase 2) in the City of Moreno Valley; signing/stripping plans for roadway projects in the City of Long Beach.

**OTHER:**

Mr. Pedersen is actively involved in the Institute of Transportation Engineers (ITE) and the Orange County Traffic Engineering Council (OCTEC). For the ITE Southern California Section, Mr. Pedersen served the Section as President for 2004-05. He also served several years as a volunteer on the La Habra Heights Public Works Committee.

**EDUCATION:**

- B.S./Electrical Engineering/  
California State Polytechnic  
University Pomona

**PROFESSIONAL REGISTRATION/  
AFFILIATIONS**

- Registered Electrical  
Engineer, CA—EE 18437
- Member of California State  
Traffic Signal Committee
- Synchro Coordination  
Training through OCTA

**CAN DOAN, P.E.**  
**SENIOR SIGNAL SYSTEMS AND  
OPERATIONS MANAGER**



Mr. Doan has over 29 years of experience in designing, operating and maintaining traffic signals and traffic signal systems. In his time with Caltrans, he has prepared and reviewed hundreds of electrical and traffic plans, specification, reports, and cost estimates for State highway projects. He has also conducted field surveillance and evaluation/trouble shooting on traffic signals, signal timings and traffic signal systems at innumerable locations in Los Angeles and Orange Counties.

**EXPERIENCE**

Mr. Doan trained on using the QuicNET and CTNET systems, to set-up and operate State traffic signals and systems. He was the Representative of District Signal Operations to OCTA and local agencies, while at District 12. He led the District Traffic Signals Group at District 12. He was in charge of signal turn-ons, and assisted the Construction and Maintenance Division in solving problems. He is also very familiar with other traffic control software and systems.

As timing operations engineer, Mr. Doan provided training on timing and operation of traffic signals using 170 and 2070. He provided Condition and Improvement Diagram and Cost Estimate of traffic signal to Project Managers. He also prepared, signed and stamped traffic signal plans and provided time-space diagrams for traffic signal systems on State highways.

He is an expert on the various traffic signal programs, and has worked closely with McCain Traffic Supply and other traffic signal system manufacturers. Hence, he knows various shortcomings and advantages of the various programs. He understands and designs network requirements, communication, conduits and wiring, server specs, controller interface, cabinet equipment and components; and he also maintains and operates these equipment.

He has worked closely with Mr. Provenza, both while Mr. Provenza was at Caltrans, and even after Mr. Provenza had retired and started working for TES. He worked with Mr. Provenza on an OCTA TSSP project on behalf of TES, which included replacing controllers and upgrading cabinet equipment at 60 intersections along Beach Boulevard.

Mr. Doan is an expert on Synchro and SimTraffic modeling and analysis and has used the programs for many years to analyze and coordinate numerous arterials and networks while at Caltrans. He recently provided assistance to Mr. Behura on Synchro Analysis for a grant application.

**EDUCATION:**

- B.S./Civil Engineering/  
California State Polytechnic  
University at Pomona
- M.S./Civil Engineering/  
California State University/  
Long Beach, CA

**PROFESSIONAL REGISTRATION/  
AFFILIATIONS**

- Registered Civil Engineer
- California Community  
College Instructor in  
Engineering
- Caltrans Resident Engineers  
Academy

**DAVID E. NELSON, P.E.**

**RESIDENT ENGINEER/CONSTRUCTION  
PROJECT MANAGER**



Mr. Nelson has over 45 years of resident/field engineering and inspection experience in the public works transportation projects. Mr. Nelson is primarily responsible for overseeing all construction administration, observation and inspection of public works projects undertaken by TES.

As the Field Engineer for the City of Anaheim for 20 years (1980 – 2000), Mr. Nelson was the Manager of the Field Services Division which included the Inspection and Survey Sections of the department, and for a five-year period the Contract Administration Section. The Inspection Section was responsible for overseeing public works construction on both city contract projects and private developer improvements with primary responsibility for grading, storm drains, sewers, roadway construction, and traffic signal

systems. The Inspection Section also assisted other City departments with their capital construction of water works, electrical systems and sub-stations, parks and public buildings. His responsibilities included managing the maintenance of project diaries, payment quantities, quality control, change orders, and payroll records. With the City, Mr. Nelson managed wide range of public works construction including multi-faceted projects to 18 million dollars in value. Before Anaheim, Mr. Nelson worked as field/project engineer on similar projects for the County of Orange since 1964. Some of Mr. Nelson's recent inspection projects (since 2000) have included:

- Inspector overseer/on-site representative for a tied back retaining wall which included drilling and installing pre-stressed tendons, reinforcing steel placement, shotcrete placement and tendon tensioning for the Red Hill/I-5 Underpass, City of Tustin.
- Construction manager for the installation of 1,000' of 72" concrete pipe storm drain along Irvine Blvd in the City of Tustin. Responsibilities included inspection supervision, quality control, change order negotiation and preparation and records review.
- City of Rialto, Metrolink Station Pedestrian Improvement Project – street, landscaping, and lighting upgrades on Riverside Avenue. Responsibilities including inspection oversight, design review, change order negotiation and preparation, and quality control program.

With TES, he has served as the resident engineer for all its construction projects. Recently he was the Resident Engineer for the two ARRA funded Burbank projects – the Magnolia Fiber and 4 Signal Mod project and the Sidewalk Repair/Replacement Project. Currently he is completing the SANBAG projects, which include traffic signals, conduits, vaults, poles, cabinets, fiber-optic cables, asphalt and pavement, comm. infrastructures, signing/stripping, etc. All these projects had complicated Federal/Caltrans process compliance and coordination with multiple agencies. He also has experience working with Rail Roads on Construction Projects.

**OTHER:**

Mr. Nelson has attended many seminars/ courses during his career including Public Works Contract Administration, Street/Highway Drainage, Asphalt Pavement Design, and Design of Asphalt Mixes and has taught courses for the Public Works Inspection Certificate Program. He is a member of ASCE.

**EDUCATION:**

- B.S./Civil Engineering/Indian Institute of Technology
- M.S./Transportation Engineering (Civil)/Vanderbilt University
- M.B.A./Anderson School of Management/University of California at Los Angeles

**PROFESSIONAL REGISTRATION/  
AFFILIATIONS**

- Chair, ITE (National) LED Traffic Signal Specification Committee
- Caltrans Certified in Noise Measurement and Modeling
- Advisory Committee to California Energy Commission Grant Program—Battery Backup Systems

**NATHANIEL S. BEHURA, M.S., M.B.A.**

**PRINCIPAL TRANSPORTATION ENGINEER**



Mr. Behura is the President of Transportation & Energy Solutions (TES), Inc., and is responsible for overall management of the firm. Mr. Behura is a well-published author on various traffic and transportation areas, and his experience is very well rounded both in traffic planning and design areas. Mr. Behura was recently awarded ITE's Outstanding National Traffic Engineering Council Project Award for his work on LED traffic signals. Prior to founding TES, he was Project Manager in the Traffic Engineering Division with the City of Anaheim for almost eight years, where he was responsible for transportation/traffic signal design, ITS projects, traffic studies, noise studies, pedestrian crossings, school crossings, circulations studies and large development related studies and design, and management of the traffic engineering on-call consulting services.

Mr. Behura has managed various projects funded by local, state or federal funds. Such projects included traditional traffic/transportation issues involving signal design, street improvements, parking, circulation and various related studies. Some of these projects also required processing grant applications and administering project compliance with the funding agencies.

Mr. Behura has had hands on experience with various aspects of these projects from early planning, design to implementation, including working with contractors, consultants, construction management groups, citizens groups, funding and approving agencies and municipalities. He has experience in overall planning, management, administration of interagency ITS or Traffic Systems projects.

Mr. Behura is now providing traffic consulting services to public agencies and private firms. His roles have included managing and conducting traffic and parking studies, traffic impact studies, LOS analyses, traffic forecasts, delay and warrant studies, PSRs, circulation analyses, speed studies, pedestrian crossings, bus/transit analyses, speed humps, planning/analysis of trailblazer routes, DMS design/testing, ITS field device placement, funding issues, and multi-jurisdictional coordination. Some of his recent projects include an event management and DMS implementation project for Cal State Northridge, a traffic impact study and a Traffic Operations Study for the widening of Day Street in Moreno Valley, and a Smart Parking project for Burbank. He provided analysis of the right-turn operation for trucks into the port gates at Pier F at Long Beach and truck queue operations on the Harbor Scenic Drive project. He recently concluded an EIR and traffic analysis in the City of Azusa and managed the SANBAG Tiers 3 & 4 Traffic Systems Project (which included Rialto). Currently, he is managing a Bicycle Study and a traffic calming project in Long Beach.

**OTHER:**

Mr. Behura is a member and contributing author of various professional organizations such as the ITE, ASCE and CIE (Austria), as well as a regular participant in Transportation Research Board activities. He also serves as the Chair of the Yorba Linda Traffic Commission and is an active member of high IQ organizations such as MENSA and Intertel.

**QUALIFICATIONS:**

- 28 years with Caltrans traffic signal operations division
- 16 years of consulting service with hands on traffic signal operations
- Credentialed to teach signal operations in State of California
- Instructor to LA County and State for operations and programming of 170 and 2070 controllers

**JOSEPH D. PROVENZA**  
SENIOR SIGNAL TIMING AND FIELD  
OPERATIONS SPECIALIST



In his 44 years of experience, 28 years were in various roles with Caltrans, when he was responsible for the review of plans for compliance to the State Standard Plans and Specifications, and the operation and maintenance of the District-wide, Los Angeles, Orange and Ventura Counties, Traffic Signal Master Surveillance and Management System. He was also responsible for traffic signal systems implementation and maintenance district-wide as Electrical and Electronic Field Support. Mr. Provenza consulted with Design Engineers, Construction Engineers, and Traffic Operation Engineers in the planning of traffic signal systems to solve construction problems, and in the resolving of operational problems with complex applications. He also helped to develop the Caltrans Type 170 intersection and interconnect systems hardware and software. He implemented the re-

placement of all Caltrans traffic signal equipment and installation of new intersections in Los Angeles, Orange, and Ventura Counties to Type 170 controllers.

**EXPERIENCE:**

Mr. Provenza was responsible for the evaluation of all new equipment proposed for use in traffic signal and surveillance systems in District 07. He also reviewed and proposed specifications and plans for the State of California State Standard Plans and Specifications. He provided electronic evaluations of proposed systems to be used in Traffic Management Systems, and consultation as Communications Advisor to the Caltrans Headquarters Freeway Operations Committee.

He developed specifications for the Caltrans Highway Advisory Radio Systems, reviewed and oversaw construction and implementation for systems in District 06, 07, and 11, and also consulted with the City of Los Angeles on communications systems for the Smart Corridor Project. Earlier, He was responsible for the repair of Automatic Signal, Eagle, Econolite, Multisonics, Singer and Crouse Hinds controllers and systems. He offered training courses for Traffic Signal Association, IMSA, and IBEW on these systems.

He was the State of California representative to develop operations and software with testing for the Blue Line LRT project that runs from Los Angeles to Long Beach.

He designed and presented training courses to construction, operations, and maintenance personnel for the State and other Agencies. He also provided assistance in troubleshooting Traffic Signal System problems. After his retirement, in 1992, Mr. Provenza started PRO VEN Inc. and has provided consultation in traffic signal equipment design and testing, traffic signal design, and operations, and also training for various Agencies, Consultants, Institutions, and Organizations. He has also presented expert evaluation, investigation and testimony for the State of California, other Agencies and legal clients in lawsuits.

Mr. Provenza has presented courses on Type 170 Traffic Signal Systems from Honolulu, Hawaii to Washington, D.C. He designed and presented courses for the Electrical Training Trust (IBEW), the Los Angeles MTA, the Institute of Transportation Studies, The Traffic Signal Association, and assisted in course preparation of the IMSA Certification courses. Recently he was the traffic signal and radio communication expert on the SANBAG projects for 15 agencies including Rialto.

**EDUCATION:**

- B.S./Civil Engineering/Cal State University at Northridge

**PROFESSIONAL REGISTRATION/  
AFFILIATIONS**

- GE 2030
- Member—American Society of Civil Engineers
- Member—Building Industry of Southern California (BIASC)
- Member—National Groundwater Association

**JOHN P. LEUER, CE, GE**  
**PRESIDENT**

**LOR** GEOTECHNICAL GROUP, INC.  
Soil Engineering • Geology • Environmental

Mr. Leuer has over 30 years of professional experience in the geotechnical and civil engineering field. Mr. Leuer has developed an extensive knowledge of the many geotechnical considerations involved in construction in the southern California area. Mr. Leuer is highly experienced in all aspects of soil and foundation engineering for a wide variety of projects ranging from multi-story commercial and industrial structures to several thousand acre planned community developments. Mr. Leuer has substantial experience coordinating projects for many City, County, and State agencies as well as in the public sector, gaining a reputation for being responsive to client's needs while providing strong technical expertise.

Mr. Leuer believes in continuing education and completed a nine-month soils engineering course at the California State Polytechnical University in Pomona. In addition, Mr. Leuer has instructed evening Soils Technology courses at Riverside Community College for Inspection Certifications.

**EDUCATION:**

- B.S./Geology/Wayne State University, Detroit, Michigan

**PROFESSIONAL REGISTRATION/  
AFFILIATIONS**

- CE 55116
- Environmental Assessor in the State of California
- Member—American Society of Civil Engineers
- Member—Building Industry of Southern California (BIASC)
- Member—National Groundwater Association

**M. KEVIN OSMUN, CE**  
**VICE PRESIDENT**

**LOR** GEOTECHNICAL GROUP, INC.  
Soil Engineering • Geology • Environmental

Mr. M. Kevin Osmun has over 20 years experience in the environmental field. Mr. Osmun directs LOR Geotechnical Group's environmental operations and has conducted over 500 Phase I Environmental Site Assessments for the private and public sectors. The properties have ranged from agricultural to commercial/industrial. In addition to his experience with environmental assessments for property transfers, he has managed projects that require mitigation prior to and during development. Mr. Osumn is well versed in hazardous waste sampling and characterizations methodologies in soil and groundwater regimes and risk assessments. Projects have ranged from leaking USTs, solid waste landfills, TSD facility closures to single spill response. LOR Geotechnical Group, Inc. is one of three firms that provides report review for underground storage tank closure for the County of San Bernardino, Fire Department Hazardous Materials Division.

**EDUCATION:**

- B.S./Geology/University of California at Riverside

**PROFESSIONAL REGISTRATION/  
AFFILIATIONS**

- CEG 2073
- Registered Geologist and Professional Engineering Geologist in the State of California

**ROBERT M. MARKOFF, PG, CEG**  
**STAFF GEOLOGIST**

**LOR** GEOTECHNICAL GROUP, INC.  
Soil Engineering • Geology • Environmental

Robert Markoff has over 25 years of experience as an Engineering Geologist. Mr. Markoff has experience in all aspects of geotechnical, engineering geologic investigations, and in management of residential, commercial, and industrial, as well as Public Works projects. Geotechnical investigation work has included geophysical surveys (seismic refraction and radar methods), slope investigation, liquefaction analysis, groundwater evaluation, as well as fault investigations.

He has proposed on, planned, supervised, and conducted geotechnical projects including hillside investigations, flat land explorations, and earthwork monitoring projects in Riverside, San Bernardino, Orange, Los Angeles, Ventura, and San Diego Counties.

**EDUCATION:**

- B.A./Geology/California State University, San Bernardino

**PROFESSIONAL REGISTRATION/  
AFFILIATIONS**

- Member—Geological Society of America (GSA)
- Member—Association of Environmental and Engineering Geologists (AEG)
- Member—South Coast Geological Society (SCGS)
- Member—Inland Geological Society (IGS)

**ANDREW A. TARDIE**  
STAFF GEOLOGIST

**LOR** GEOTECHNICAL GROUP, INC.  
Soil Engineering • Geology • Environmental

As a staff geologist for LOR Geotechnical Group, Inc., since 1999, Andrew Tardie has been involved in all phases of geotechnical projects, ranging from initial site investigations to inspection and testing of soils/materials within the field and laboratory during construction for both the public and private sectors. Mr. Tardie has performed hundreds of geotechnical, geologic, and environmental investigations throughout the Inland Empire. This work has included geophysical surveys, slope investigations, liquefaction analysis, seismic hazard analysis, including fault surface rupture, and rock fall analysis. He has proposed on, planned, supervised, and conducted geotechnical projects including hillside investigations, flat land explorations, and earthwork monitoring projects in Riverside, San Bernardino, Orange, Los Angeles, and San Diego Counties. Specialized detail in Mr. Tardie's experience has included logging exploratory borings and trenches, obtaining and documenting field samples, percolation and infiltration feasibility testing, pavement evaluation, and subsequent geotechnical report writing.

As a staff geologist for LOR Geotechnical Group, Inc., since 1999, Andrew Tardie has been involved in all phases of geotechnical projects, ranging from initial site investigations to inspection and testing of soils/materials within the field and laboratory during construction for both the public and private sectors. Mr. Tardie has performed hundreds of geotechnical, geologic, and environmental investigations throughout the Inland Empire. This work has included geophysical surveys, slope investigations, liquefaction analysis, seismic hazard analysis, including fault surface rupture, and rock fall analysis. He has proposed on, planned, supervised, and conducted geotechnical projects including hillside investigations, flat land explorations, and earthwork monitoring projects in Riverside, San Bernardino, Orange, Los Angeles, and San Diego Counties. Specialized detail in Mr. Tardie's experience has included logging exploratory borings and trenches, obtaining and documenting field samples, percolation and infiltration feasibility testing, pavement evaluation, and subsequent geotechnical report writing.

**EDUCATION:**

- B.S./Civil Engineering/California State Polytechnic University, Pomona
- Minors in Regenerative Studies and Science, Technology/California State Polytechnic University, Pomona

**DANIEL WISHARD, E.I.T.**  
STAFF ENGINEER

**LOR** GEOTECHNICAL GROUP, INC.  
Soil Engineering • Geology • Environmental

Mr. Wishard started working as a lab assistant at LOR in June of 2012. He received his Bachelors of Science in Civil Engineering from California State Polytechnic University, Pomona in June of 2015. He is a registered Engineer in Training and a student member of the American Society of Civil Engineers. Since working at LOR Daniel has been exposed to many phases of geotechnical projects including initial site investigation, testing, documentation, analysis, and reporting. Daniel prides himself in unique problem solving and quality engineering.

Mr. Wishard started working as a lab assistant at LOR in June of 2012. He received his Bachelors of Science in Civil Engineering from California State Polytechnic University, Pomona in June of 2015. He is a registered Engineer in Training and a student member of the American Society of Civil Engineers. Since working at LOR Daniel has been exposed to many phases of geotechnical projects including initial site investigation, testing, documentation, analysis, and reporting. Daniel prides himself in unique problem solving and quality engineering.



**C.2 AGENCY CONTACT INFORMATION**

CLIENT NAME	CLIENT INFORMATION	PROJECT	DATES	TEAM MEMBERS WHO WORKED ON THE PROJECT
Walt C. Stickney, PE Associate Engineer	City of Rancho Cucamonga 10500 Civic Center Drive Rancho Cucamonga, CA 91730 (909) 477-2740 Ext: 4076	Wilson Avenue Extension	Sept. 2011— April 2015	Glenn Budd Anthony Mistretta
Bryan McKinney, PE Principal Engineer	City of La Quinta 78495 Calle Tampico La Quinta, CA 92253 (760) 777-7045	NPDES Inspection Services	2015— Ongoing	Jeff Endicott
Art Vela, PE Acting Public Works Director	City of Banning 99 E. Ramsey Street Banning, CA 92220 (951) 922-3130	WQMP Plan Checking	2014- Ongoing	Jeff Endicott Melanie Sotelo
John Wheatley Project Manager	City of Rialto 150 South Palm Ave. Rialto, CA 92376 (909) 820-0285	Pepper Ave Street Extension	Oct. 2010- April 2013	Barbara Sherman
Michael Nevarez Engineering Department	San Bernardino Municipal Water District 300 N. D Street San Bernardino, CA 92418 (909) 384-5092	San Bernardino Municipal Water Department Plan Checking Services	Oct. 2013- May 2014	Glenn Budd Anthony Mistretta

**D.1 INFORMATION OF THE FIRM**

CASC Engineering and Consulting (CASC), a California S corporation, was established in 1993 to provide professional consulting services to a variety of industry sectors. CASC is a mid-sized consulting firm that combines the personal touch of a small firm, with the stability of the large publicly-traded consulting conglomerates. We currently employ over 45 professionals, working from four Southern California offices located in Palm Desert, Colton, Burbank, and Irvine.

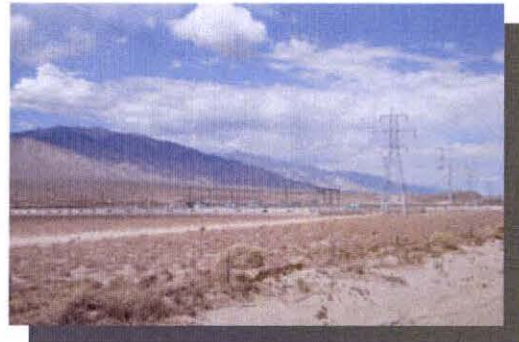


In charge of this project is Mr. Glenn Budd, P.E.  
Phone: 855-383-0101 ext. 4050  
Fax: 909-783-0108, gbudd@cascinc.com

CASC has provided Civil Engineering service to numerous State and local governmental agencies throughout Southern California. Our clients also include public utility companies, local utility districts, school districts, and private industries. Our broad spectrum of clients and services has allowed us to survive the economic cycles, maintain a competitive cost structure, and offer superior services managed by our talented labor force. While the Great Recession resulted in painful impacts to many consulting firms, CASC maintained a strong base of work in the infrastructure, environmental, and energy business sectors. This diversity brings strength and stability, ensuring our clients that we have the dependency and resilience necessary to complete each and every project.

CASC's Palm Desert office was established to serve clients in the Coachella and Imperial Valleys. Our centrally located corporate office in Colton provides support to each of our satellite offices. This project will be served from our Palm Desert and Colton offices, which will ensure the city of efficient services and eliminate the logistical challenges faced by out-of-area consultants. Our low inland overhead allows us to offer hourly rates below those of firms based in high-cost areas such as Orange, San Diego, and Los Angeles counties.

CASC has extensive experience in Southern California's desert regions. In years past, CASC provided engineering services on Highway 111/Gene Autry Trail Improvements, as well as the roundabouts at the Apache Train Interchange. Over the past five years, while government funding for roadway improvement projects declined dramatically due to the economic down-cycle and the elimination of redevelopment agencies, CASC has worked on many other desert projects including solar and geothermal power projects, electrical transmission facilities and sub stations, smaller private developments (commercial and residential), and government funded water-quality related programs. Our recent relevant clients have included:



- City of La Quinta
- Coachella Valley Water District
- City of Palm Springs
- City of Palm Desert
- City of Desert Hot Springs
- City of Coachella
- City of Indio
- Cathedral City
- Riverside County
- Imperial County
- Imperial Irrigation District
- City of El Centro
- City of Imperial
- San Bernardino County
- Victorville
- Hesperia
- Town of Apple Valley
- City of Barstow

**D.2 PRINCIPAL OFFICERS**

Principal Officers with the authority to bind CASC Engineering and Consulting, Inc. in a contractual agreement are:

- Rick Sidor, P.E., President
- Michelle E. Furlong, Operations Manager

### **D.3 BACKGROUND AND QUALIFICATIONS**

#### **PROJECT EXPERIENCE**

##### **INSPECTIONS AND PLAN CHECK SERVICES**

###### **SAN BERNARDINO MUNICIPAL WATER DEPARTMENT**

CASC was contracted by the City of San Bernardino Municipal Water Department (SBMWD) and provided Review and Inspection Services for Parcel Map No. 19395 Water Improvement Plans. This project consisted of 5,580 linear feet of 12" Ductile Iron Pipe (DIP) with a jack and bore under existing railroad tracks. Plan reviews included checking; horizontal and vertical design, compliance with agency AutoCADD standard drawings, design criteria, specifications, file nomenclature and format. CASC also reviewed compliance with the GIS standards for the project. CASC was responsible for verifying that SBMWD's requirements were met by applicants, tracking in-coming and out-going plan checks, interfacing with the SBMWD's staff, and obtaining approval of the various plans with minimal oversight. Understanding of SBMWD's Design Criteria and Standards along with good record keeping and coordination were keys to meeting SBMWD's review goals.

CASC also provided Inspection Services on the project as requested by SBMWD. The inspector worked with SBMWD, contractor, developer as required during the construction of the project. The inspector enforced the approved project plans, specifications and conformance with the Greenbook. He oversaw the project including monitoring of traffic control, damage to infrastructure, and replacement of infrastructure per SBMWD standards. He prepared daily logs, incident reports, tie-in exhibits and photos which helps document the construction progress. The inspector utilized SBMWD's inspection checklist as part of the inspection process. Daily reports identifying work done by the Contractor were submitted to SBMWD's Project Manager within two working days. The Inspector calculated contract quantities and verified contractor work. A punch list and close out reports were provided at the completion of the project.

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##### **PLAN CHECK SERVICES**

###### **CITY OF SAN BERNARDINO, CA**

CASC was contracted by the City of San Bernardino to provide Plan Review services for the Development Services Department. Plan reviews included checking grading, erosion control, precise grading, retaining walls, street improvements, sewer improvements, street light, and storm drain plans, and review of hydrology/hydraulic reports and traffic studies. CASC also reviewed tract maps, parcel maps, lot line adjustments, and other mapping documents. CASC was responsible for verifying that the City's requirements were met by applicants, tracking in-coming and out-going plan checks, interfacing with the developer's engineers, and obtaining approval of the various plans with minimal oversight from the City. Understanding of Development Codes and City Standards along with good record keeping and coordination were key to meeting the City's review goals.

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##### **WQMP PLAN CHECKING SERVICE**

###### **CITY OF BANNING, CA**

CASC is currently providing Plan Check services to the City of Banning. CASC is responsible for reviewing and recommending approval of WQMPs submitted to the City. WQMP plan check services are performed in accordance with requirements adopted by the City in response to provisions of their municipal NPDES storm water permit covering the Whitewater River Watershed. CASC's knowledge of WQMP requirements, experience with providing WQMP training for municipal staff within the Whitewater River Watershed, and extensive experience providing cities and counties with WQMP review services means recognizing and implementing efficiencies that will benefit projects which applicants are proposing in the City of Banning.

### **PLAN REVIEW AND SUPPORT SERVICES**

CITY OF REDLANDS, CA

CASC is currently under contract with the City of Redlands to provide plan check review services for the Municipal Utilities and Engineering Department. Since 2004, CASC has reviewed over 200 improvement plans and technical reports for the City. The firm's services are flexible, with adjustments made periodically to meet the development demand in the City. During the peak of development in the mid-2000s, CASC staff worked directly from City of Redlands offices. As development has slowed, CASC has met review schedules working from our office in Colton. Our on-going contract with the City of Redlands demonstrates our intimate knowledge of City standards and our relationships with City staff. These reviews consist of:

- **Improvement Plan Checking** of land development plans, including precise grading plans, erosion control plans, street improvements, street tree plans, and storm drain plans.
  - **Technical Report Checking** of Preliminary and Final Water Quality Management Plans (WQMPs), Storm Water Pollution Prevention Plans (SWPPPs), geotechnical/soils reports, and hydrology/hydraulics reports.
  - **Map Checking** of proposed improvements including tract maps, parcel maps, lot line adjustments, legal descriptions and plats, and other survey-related reviews.
- 

### **NPDES CONSULTING AND WQMP PLAN CHECKING SERVICES**

CITY OF MONTCLAIR, CALIFORNIA

CASC is currently providing Water Quality Management Plan (WQMP) Plan Check Services for the City of Montclair. CASC is responsible for reviewing and recommending approval of WQMPs submitted to the City of Montclair, in accordance with requirements adopted by the City, in response to provisions of the area-wide municipal NPDES storm water permit and the "Technical Guidance Document for Water Quality Management Plans."

CASC corresponds with the City of Montclair's NPDES Coordinator on a regular basis to ensure that the plan checks are conducted in accordance with the City's most updated standards regarding source and treatment controls, site design, and activity restrictions. This correspondence may also be in regards to the status of specific plan checks, upcoming developments, innovations of treatment control techniques/technologies, and the City's preferences for WQMP implementation.

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### **PLAN REVIEW SERVICES**

CITY OF WILDOMAR, CA

CASC was contracted by the City of Wildomar to provide Plan Review services for the Engineering and Planning Departments. Plan reviews included checking planning documents, grading, erosion control, street improvements, storm drain plans, and review of hydrology/hydraulic reports. CASC was responsible for verifying that the City's Conditions of Approval and requirements were met by applicants, tracking in-coming and out-going plan checks, interfacing with the developer's engineers, and obtaining approval of the various plans with minimal oversight from the City. Understanding of Development Codes and City Standards along with good record keeping and coordination were key to meeting the City's review goals.

**NPDES CONSULTING AND PLAN REVIEW SERVICES**

CITY OF HEMET, CA

CASC is currently providing WQMP, Hydrology Report Plan Check Services, and NPDES consulting services to the City of Hemet. CASC is responsible for reviewing and recommending approval of WQMPs and hydrology reports and calculations submitted to the City of Hemet in response to provisions of their municipal NPDES storm water permit, the approved WQMP Guidance Document, and City drainage ordinance requirements. CASC corresponds with the City of Hemet's engineering department, as needed, to ensure that all plan reviews are conducted in accordance with the City's most updated standards and to provide status of specific plan checks, upcoming developments, innovations of LID BMPs, and the City's preferences for drainage device and LID BMP implementation.

CASC also provides the City with consultation services which include providing guidance on inspection requirements per the City's MS4 Permit, reviewing developer proposed LID BMP variances for compliance, and review of unusual drainage device designs for system functionality.

CASC works closely with the City to ensure that developer fees are assigned and projects are completed within deadlines set by the City to accommodate critical planning, environmental review and City Council deadlines.

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**RAMON ROAD AND BRIDGE WIDENING, SAN LUIS REY DRIVE TO LANDAU BLVD**

PALM SPRINGS, CA

The Ramon Road project included widening Ramon Road from a 4-lane arterial to a 6-lane arterial between San Luis Rey Drive and Landau Boulevard, and widening of the bridge at the Whitewater River. Portions of the project were located in the cities of Palm Springs and Cathedral City and on Agua Caliente Band of Cahuilla Indians reservation land.

CASC was engaged to assess the project's potential impacts on water quality, and to prepare the Water Quality Assessment Report (WQAR) and Storm Water Pollution Prevention Plan (SWPPP). The WQAR was prepared following Caltrans' protocols and evaluated both short-term (construction phase) and long-term (operational phase) potential impacts to water quality. State of California criteria were used to evaluate and mitigate impacts on all project areas except those areas on reservation land; and USEPA criteria were used to evaluate and mitigate impacts on reservation lands. The WQAR was submitted to Caltrans District 8 and was approved with nominal comments.

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**ON-CALL SURVEYING SERVICES INLAND EMPIRE UTILITY AGENCY (IEUA)**

CHINO, CA

Having been awarded a sole source 3 year on-call survey contract for IEUA starting in January of 2013, CASC has provided survey services on various projects throughout the Chino and Ontario areas. We are currently providing construction survey services for a 5 million gallon recycled water reservoir as well as a 5 mile long water line to supply the reservoir in Chino, CA. The majority of the on call surveying requires the use of GPS technology, filling in with conventional total stations and digital levels as needed. All requested design topographic and utility location surveys are performed, compiled and delivered to the Agency in autocad civil 3D format. IEUA has numerous facilities throughout the Inland Empire and we can be requested to perform topographic and or construction surveying at all of them to facilitate their on going facilities improvements.

- CCRWF Secondary Clarifier No. 2 Rehabilitation
- Turner Basin Turnout Capacity Improvements
- RP-1 Primary Clarifier Rehabilitation Project
- 930 Zone Recycled Water Reservoir
- 930 Zone Recycled Water Pipeline
- 1630 West Recycled Water Pipeline Segment B
- RP-4, RP-5 Drainage Improvements
- Carbon Canyon Recycled Water Recycling Facility Pump Station Expansion



Engineering and Consulting

CITY OF PALM SPRINGS

RFP #04-16

ON-CALL CIVIL ENGINEERING PLAN CHECK SERVICES

ON-CALL CONSTRUCTION SURVEYING

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT, CA

Crafton Hills College Campus - Parking, Access and Lighting Project/Science Portables - Swing Space Project: Under a sole sourced 3 year on-call survey contract and renewed for another 3 years in March 2012, CASC surveyors performed construction surveying for construction of parking lot and ADA pedestrian access walks through out the entire 10 campus parking lots. Construction duration was 9 months.

Crafton Hills College Campus - CRF LEED Solar Heating Panel Project: CASC surveyors performed aerial topographic mapping in support of the design of the now under construction design build Solar Farm which will supply the College with all of their electric needs year-round.

Crafton Hills College Campus - New Student Center Project: CASC surveyors performed conventional topographic mapping and site survey in support of the design of the new Student Center.

Crafton Hills College Campus - New Science Building Project: CASC surveyors performed conventional topographic mapping and site survey in support of the design of the new Science Building.

Crafton Hills College Campus - New Occupational Education Building 2 Project: CASC surveyors performed conventional topographic mapping and site survey in support of the design of the new Occupational Education Building.

Crafton Hills College Campus - New Physical Education Building Project: CASC surveyors performed conventional topographic mapping and site survey in support of the design of the new Physical Education Building.

FIRM'S PROOF OF INSURANCE

Chevy# 123883E MSCASCENG

**ACORD. CERTIFICATE OF LIABILITY INSURANCE**

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

**IMPORTANT:** If the certificate holder is an additional insured, the policy(ies) must be endorsed if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement or statement on this certificate that not confer rights to the certificate holder in favor of such subrogee(s).

<b>PRODUCER</b> BDEE Insurance Services of Orange County 2480 Katella Avenue Ste 1100 Anaheim, CA 92805	<b>AGENT</b> Mary Faler Lic. No. 716 541-7850 10000 N. Wilshire Blvd #1000 Beverly Hills, CA 90210	<b>INSURERS</b> Hartford Fire Insurance Company Twin City Fire Insurance Co Lorington Insurance Company Trumbull Insurance Company	<b>CLASSIFICATION</b> 125 19642 75408 75203 77178
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**COVERAGES**

CLASSIFICATION	CERTIFICATE NUMBER	REVISION NUMBER	AMOUNT
A Commercial General Liability	72CES02265	02/01/2016 02/01/2017	\$1,000,000
B Automobile Liability	72VEN24557	02/01/2016 02/01/2017	\$1,000,000
C Errors & Omissions (Prof. Liability)	7245046764	02/01/2016 02/01/2017	\$2,000,000
D Automobile Liability	72WEDU8077	12/31/2015 12/31/2016	\$1,000,000
E Errors & Omissions (Prof. Liability)	031740931	02/01/2016 02/01/2017	\$2,000,000 Excl. Claim/Agg.

**PROPOSAL FOR: ON-CALL CIVIL ENGINEERING SERVICES**  
The City of Palm Springs, its officials, employees, and agents is hereby advised that the above described coverages are in compliance with the City of Palm Springs' General Liability and Automobile Liability, and this insurance is primary and noncontributory with any other insurance of the City of Palm Springs, its officers, council members, officials, employees, agents and volunteers; Waiver of subrogation applies as respects Work Compensation in favor of the City of Palm Springs (See Attached Descriptions)

**CERTIFICATE HOLDER**  
City of Palm Springs  
3200 E Tahquitz Canyon Way  
Palm Springs, CA 92262

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE SHALL BE DELIVERED BY ACCORDANCE WITH THE POLICY PROVISIONS.

E 1988-2014 ACORD CORPORATION. All rights reserved.  
ACORD 20 (03/01/11) 5 of 7 The ACORD name and logo are registered marks of ACORD. MJF AB

#### D.4 SUBCONSULTANTS COMPANY OVERVIEW

##### TRANSPORTATION AND ENERGY SOLUTIONS, INC.



###### FIRM OVERVIEW

Transportation & Energy Solutions, Inc. (TES) has been providing transportation engineering and planning consulting services to public and private clients since forming in October 2001, and construction management and inspection services since 2004. TES currently has three offices in Los Angeles, Orange, and San Bernardino Counties. The founding principals, Nathaniel Behura, M.S., M.B.A and Glen Pedersen P.E., have been active in the fields of transportation engineering and planning, intelligent transportation systems, and energy efficient transportation solutions for over 25 years each. As a small firm, TES offers exceptional quality by committing a high level of involvement by one or both principals on all projects. Low overhead enables TES to offer competitive prices and our repeat clientele has provided financial stability. TES is a Caltrans certified Disadvantaged Business Enterprise (DBE) and Metro certified Small/micro-Business Enterprise (SBE/MBE).

###### TRANSPORTATION AND TRAFFIC ENGINEERING/PLANNING

- Traffic signal, roadway lighting, and interconnect design.
- Signing and striping alignment and design.
- Design of work area traffic control, staging, and detour plans
- Traffic impact studies/analyses and forecast
- Bikeway planning and design
- Parking analysis and studies
- Project study and design reports

###### INTELLIGENT TRANSPORTATION SYSTEMS

- Intelligent Transportation System (ITS) planning, design, plans, special provisions, and estimates
- Closed Circuit Television (CCTV)
- Dynamic Message Signs (DMS) and trailblazer signs
- Vehicle detection – video, radar, passive acoustic, loops, etc.
- Procurement special provisions
- ITS design guidelines and technology evaluations
- Communication planning and design – fiber optics, twisted pair, wireless, and infrastructure
- TMC and systems planning and design
- Project administration and oversight on multi-agency coordination projects

###### PLANNING, PLAN CHECKING AND CONSULTATION

- Assistance with grant funding applications and budgeting
- Miscellaneous projects and studies, plan checking, and project oversight

###### ENERGY EFFICIENT SOLUTIONS AND STUDIES

- LED lighting, signing, crosswalk and UPS for traffic signals and other devices
- Advisory roles for all matters involving LED and energy saving components

###### CONSTRUCTION INSPECTION AND OBSERVATION

- Resident Engineering
- Construction Administration, Supervision, and Inspection on Public Works Projects
- Construction Process Compliance Management, especially Caltrans and Federal Funded Projects

###### SIGNAL TIMING AND COORDINATION

- Traffic Signal Timing and Coordination Plans
- Time-Space –flow diagrams, speed and delay Studies

**LOR GEOTECHNICAL GROUP, INC.**



**FIRM OVERVIEW**

LOR was founded by our President, John P. Leuer in 1988. Our office and laboratory are both located at 6121 Quail Valley Court in the City of Riverside, California. LOR has been providing professional geotechnical engineering, materials testing, and special inspection services to the private and public sector in southern California for over 27 years. We believe that you will find our understanding of our duties for this contract to be unsurpassed and our individual and combined experience will assure you that we will deliver what is expected. LOR is fully staffed and prepared to begin service immediately upon your request.

**QUALIFICATIONS**

LOR Geotechnical Group is a Certified Small Business (SBE), and a multi-disciplined geotechnical engineering and consulting firm providing sound solutions and innovative strategies in the geotechnical engineering, geologic, environmental, and special inspection fields for our clients since 1988. LOR has extensive experience in providing our services to municipal agencies, including the Public Works, Special Districts, and Capital Projects Departments of the Cities of Riverside, San Bernardino, La Quinta, Indio, Moreno Valley, Big Bear Lake, Canyon Lake, Garden Grove, Hesperia, Perris, San Jacinto, Yorba Linda, Yucaipa, Santa Monica, and the Counties of San Bernardino and Riverside.

LOR provides a comprehensive organization of qualified personnel to support the technical need of the City of Palm Spring's projects. This firm has provided geotechnical engineering services for over three thousand projects within southern California, with the majority of them in the County of Riverside and surrounding communities. We have provided geotechnical review for the City of Santa Monica and the City of Anaheim.

**SERVICES**

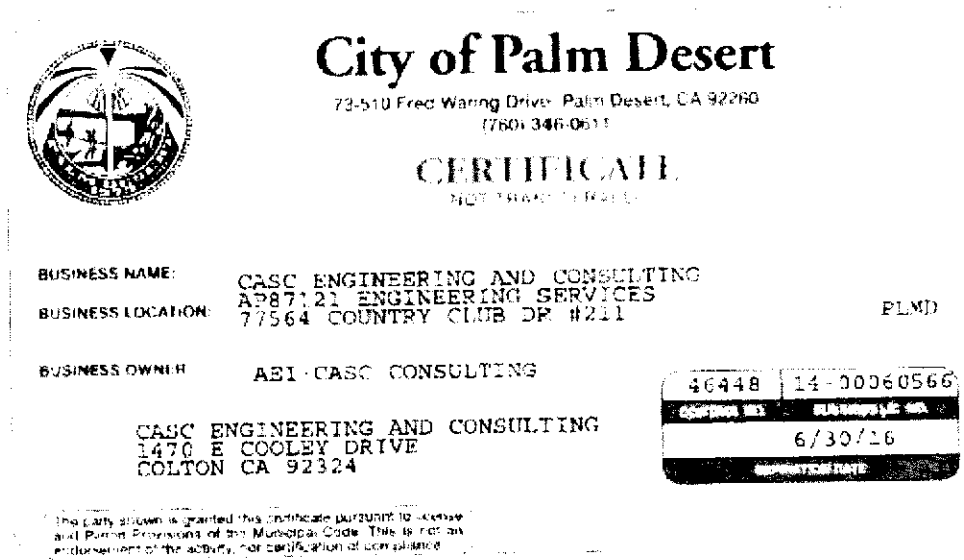
**Geotechnical Report Review Services:** A thorough understanding of site conditions is crucial to the success of any project.

LOR has provided geotechnical report review services for hundreds of reports for the City of Santa Monica in recent years. In addition this firm has reviewed numerous geotechnical reports public and private entities. Our services utilize the latest codes and guidelines, current industry standards, and our vast experience to provide sound geotechnical investigations throughout the Inland Empire, this firm has gained extensive knowledge of the regional and local geologic and geotechnical conditions of the Palm Springs area.



**E.1 BUSINESS LICENSE**

CASC has maintained a physical business address within the Coachella Valley for several years. Below is a copy of our most recent business license for the City of Palm Desert.



**E.2 LOCAL EXPERTISE**

The following CASC team members proposed for this project have local expertise City of Palm Springs.

NAME	ROLE	LOCAL EXPERIENCE
Glenn Budd	Director of Engineering, Project Manager	✓
Barbara Sherman	Senior Project Manager	✓
Anthony Mistretta	Plan Check Team	✓
Jeff Endicott	Plan Check Management Support Water Quality	✓
Melanie Sotelo	Plan Check Team Water Quality	✓
Rick Furlong	Director of Survey and Mapping	✓
Jess Becerra	Mapping Manager	✓

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

**SIGNATURE AUTHORIZATION**

NAME OF COMPANY(PROPOSER): CASC Engineering and Consulting, Inc.

BUSINESS  
 ADDRESS: 1470 E. Cooley Drive, Colton, CA 92324

TELEPHONE: 855-383-0101 CELL PHONE FAX 909-783-0108  
 CONTACTPERSON Michelle Furlong EMAIL ADDRESS mfurlong@cascinc.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.

Michelle E. Furlong, Operations Manager

\_\_\_\_\_  
 PRINTED NAME AND TITLE

*Michelle E. Furlong*

\_\_\_\_\_  
 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, Partners' names: \_\_\_\_\_  
 \_\_\_\_\_  
 A company;  
 A corporation If a corporation, organized in the state of: CA

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

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

2. My tax identification number is: 33-0684667

**ADDENDA ACKNOWLEDGMENT:**

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

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

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

**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  
Treasurer/Secretary of CASC Engineering and Consulting, 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 statements 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: Michelle E. Furlong 

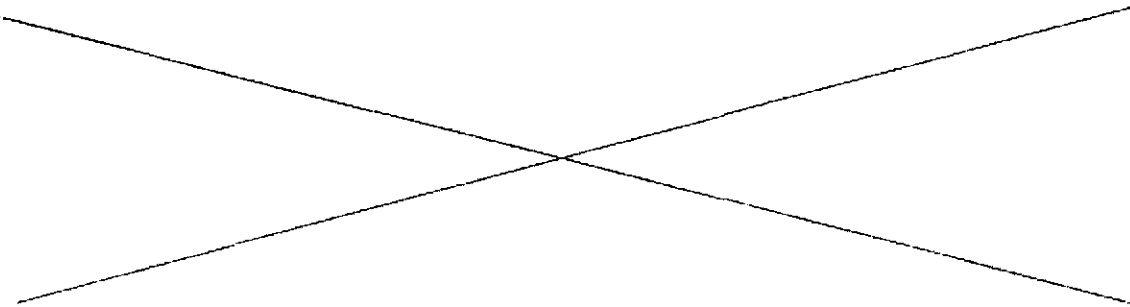
Title: Secretary/Treasurer

Subscribed and sworn to before me this 12 day of April, 2016.

**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)



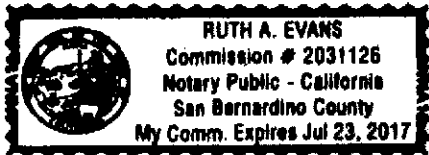
Signature of Document Signer No. 1

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 SAN BERNARDINO

Subscribed and sworn to (or affirmed) before me  
 on this 12 day of APRIL, 2016,  
 by Michelle E. Furlong  
 (1) MICHELLE E. FURLONG  
 (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 Ruth A. Evans  
 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: NON COLLUSION AFFIDAVIT Document Date: 4-12-16  
 Number of Pages: 2 Signer(s) Other Than Named Above: NONE



**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: CASC Engineering and Consulting, Inc.

Authorized Signature: *Michael S. Gentry* Date: 4/12/16

**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

Services are proposed to be provided on a time and material basis with emphasis on coordinating activities, such as development inspections to reduce site travel times while increasing the number of inspections completed per business day. Emphasis on coordination of activities will aid in minimizing cost and maximizing efficiency.

The table below provides an hourly rate for services proposed for this Project. CASC's assigned team member's categories are shown on the resumes included in the proposal.

### Rate Schedule

Technical Director	\$175
Technical Advisor	\$145
Program Advisor	\$140
Project Manager	\$130
Lead Inspector	\$125
Inspector	\$85
Environmental Analyst	\$80
Project Coordinator/ Clerical	\$75

### REIMBURSABLE EXPENSES

The following expenses will be billed at cost plus 15% unless otherwise noted:

- Commercial Delivery Services: Including Express Mail, Federal Express, UPS and independent courier services.
- In-House Pick-Up and Delivery Services: When provided by the firm, these services will be billed at \$48.00 per hour plus \$0.66 per mile round trip, with no additional markup.
- Travel Expenses: Includes travel expenses incidental to performance of the work. Vehicle mileage will be billed at a rate of \$0.66 per mile with no additional markup. Travel time for professional and administrative staff will be billed per the hourly fee rate schedule with no additional markup.
- Prevailing Wage: Projects and/or portions thereof designated by Client to be subject to Prevailing Wage shall be billed at the regular staff rate or the Prevailing Wage rate, whichever is higher. The Prevailing Wage rate shall be  $(2.28) \times (\text{Total Hourly Rate})$ , where the Total Hourly Rate is from the Wage Rate Determination issued by California's Director of Industrial Relations for the locality and employee classification at the time the work is performed.

**END OF EXHIBIT "D"**



**EXHIBIT "E"**  
**SCHEDULE OF PERFORMANCE**

Consultant shall provide services in a timely manner that may be defined by the City's NPDES/MS4 permit, consideration of the specific project schedule, the City's Council Meeting, deadlines imposed by resource agencies, or as agreed upon between the two parties.

**END OF EXHIBIT "E"**