



## City Council Staff Report

Date: May 6, 2009

CONSENT CALENDAR

Subject: AWARD PROFESSIONAL SERVICES AGREEMENT TO CNS ENGINEERS, INC., FOR CIVIL ENGINEERING DESIGN SERVICES FOR THE RAMON ROAD WIDENING, SAN LUIS REY DRIVE TO LANDAU BOULEVARD, CITY PROJECT NO. 08-25

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

### SUMMARY

The City, Cathedral City, and CVAG have coordinated on a new Regional Measure A project to widen Ramon Road to its full 6-lane width, extending from San Luis Rey Drive to Landau Boulevard, including widening of the existing bridge over the Whitewater River. Palm Springs will be the lead agency on this project. The first step in this project is to retain professional civil engineering design services to prepare a Project Study Report for the project.

### RECOMMENDATION:

- 1) Approve Agreement No. \_\_\_\_\_ in the amount of \$99,805.99 with CNS Engineers, Inc., for professional civil engineering design services for the Ramon Road Widening, San Luis Rey Drive to Landau Boulevard, City Project No. 08-25;" and
- 2) Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

On January 30, 2008, the City of Palm Springs, the City of Cathedral City, and the Agua Caliente Band of Cahuilla Indians submitted a letter to CVAG requesting funding of a Project Study Report (PSR) to identify the project details and overall scope for the widening of Ramon Road to its full 6-lane width, extending from San Luis Rey Drive to Landau Boulevard, including widening of the existing bridge over the Whitewater River. Since the project is listed in the 2005 Transportation Project Prioritization Study (TPPS),

ITEM NO. 2.G.

as billable project number B0059 and is listed as a backbone project, the CVAG Executive Committee agreed to provide 75% funding of an estimated \$100,000 PSR at their meeting of June 30, 2008. On November 5, 2008, Council approved a reimbursement agreement with CVAG for this project. The City and Cathedral City have subsequently agreed to equally split the 25% local Measure A share for this phase of the project.

The existing Ramon Road bridge over the Whitewater River was recently inspected by the California Department of Transportation ("Caltrans") on November 6, 2007. As a result of Caltrans' inspection, the bridge was determined to be "Structurally Deficient" with a sufficiency rating of 68.4. It is important to note that the term "Structurally Deficient" in no way means that the structure itself is at imminent risk of collapse or represents a risk to public health and safety. The Federal Highway Administration ("FHWA") uses the "Sufficiency Rating" (SR) and a status flag indicating whether a bridge is Structurally Deficient ("SD") or Functionally Obsolete ("FO") to establish eligibility for federal funding under the Highway Bridge Program ("HBP"). Bridges that are SD or FO and the  $SR \leq 80$  are considered deficient by FHWA and are compiled into an "Eligible Bridge List" (EBL). This list is used to calculate the State's annual HBP apportionment and for determining eligibility for traditional replacement and rehabilitation projects under the HBP.

Whether or not a bridge is considered SD is based on an evaluation of several factors of the bridge's structure during the Caltrans bi-annual inspection. Identifying bridges as SD or FO creates a process to categorize those bridges requiring maintenance beyond standard routine maintenance, allowing the bridge rehabilitation costs to be eligible for federal funding. Given the criteria for the Ramon Road bridge defined by the Caltrans Bridge Inspection Report, rehabilitating and widening this bridge is eligible under the HBP.

The PSR to be prepared for this project will be the preliminary step to a regionally significant capital improvement project, and will also include preparation of an application for the federal HBP grant that will cover 88.53% of the costs of rehabilitating and widening the Ramon Road bridge.

On January 21, 2009, the City Council approved the release of the Request for Proposals #10-09 ("RFP"), Professional Civil Engineering Design Services for the Ramon Road Widening, San Luis Rey Drive to Landau Boulevard, City Project No. 08-25. The RFP was approved without any mandatory requirement for Local Business Preference (prior to the Council's adoption of Ordinance No. 1756), given the technical nature of the scope of work, and it was subsequently released on January 27, 2009.

At 2:00 PM on Friday, February 27, 2009, proposals from the following firms were submitted:

1. Athalye Consulting Engineering Services, Inc.; Lake Forest, CA

2. CNS Engineers, Inc.; Riverside, CA
3. DMC Design Group, Inc.; Corona, CA
4. Dokken Engineering; San Diego, CA
5. GeoTek, Inc.; Riverside, CA
6. Nolte Associates, Inc.; San Diego, CA
7. PacRim Engineering; Anaheim, CA
8. RBF Consulting; Palm Desert, CA
9. Rick Engineering Company; Lake Forest, CA
10. T.Y. Lin International; Riverside, CA
11. WEC Corporation; Palm Desert, CA

An evaluation panel consisting of David Barakian, Public Works Director/City Engineer; Bill Bayne (Cathedral City, City Engineer); Marcus Fuller, Asst. Dir. Public Works; Bill Clapper (Cathedral City staff consulting engineer); and George Farago, Associate Civil Engineer, reviewed the proposals received. Following review of proposals received, the evaluation panel determined two top-ranked firms (CNS Engineers, Inc., and T.Y. Lin International). Formal interviews with the top-ranked firms were conducted on April 13, 2009, and the evaluation panel determined CNS Engineers, Inc., to be the most qualified firm.

Although compliance with the Local Business Preference Program was not mandatory with this RFP, CNS Engineers, Inc., was aware of the Program, and included several local firms as sub-consultants to their team: MSA Consulting (Rancho Mirage), Terra Nova Planning & Research (Palm Springs), Overland Pacific & Cutler (Palm Desert), and TKD Associates, Inc. (Rancho Mirage).

Staff recommends that the City Council approve the attached professional services agreement with CNS Engineers, Inc.

#### FISCAL IMPACT:

The Project Study Report for this project is being funded with 75% Regional Measure A funds and 25% Local Measure A funds. On November 5, 2008, the City Council previously approved a Reimbursement Agreement with CVAG to cover 75% of the costs of the Project Study Report (up to \$100,000 total cost / \$75,000 CVAG share). The 25% local share will be equally split between the cities of Palm Springs and Cathedral City pursuant to a separate reimbursement agreement between the two cities.

Funding for 75% of the total cost of this agreement (\$74,854.49) will be provided by Regional Measure A funds in account 134-4497-50245 (Ramon Widening Study), and 25% of the total cost of this agreement (\$24,951.51) provided by Local Measure A funds in account 134-4498-50245 (Ramon Widening Study). The City will seek reimbursement from Cathedral City for 50% of the Local Measure A funds pursuant to the reimbursement agreement. No General Funds are required for this project.

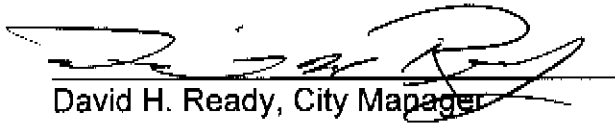
SUBMITTED:



David J. Barakian  
Director of Public Works/City Engineer



Thomas J. Wilson  
Assistant City Manager



David H. Ready, City Manager

ATTACHMENTS:

1. Agreements

**PROFESSIONAL SERVICES AGREEMENT  
CNS ENGINEERS, INC.  
PROFESSIONAL CIVIL ENGINEERING DESIGN SERVICES  
RAMON ROAD WIDENING: SAN LUIS REY DRIVE TO LANDAU BOULEVARD  
CITY PROJECT NO. 08-25**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the CITY OF PALM SPRINGS, a California charter city and municipal corporation, (hereinafter referred to as "City") and CNS ENGINEERS, 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 professional civil engineering design services to develop Geometric Approval Drawings ("GADs") and a Project Study Report ("PSR") for the widening of Ramon Road from San Luis Rey Drive to Landau Boulevard to a six-lane divided roadway, including a Bridge Advanced Planning Study ("APS") for the widening of the existing four-lane bridge over the Whitewater River services for Ramon Road Widening, San Luis Rey Drive to Landau Boulevard, City Project No. 08-25 project (the "Project").

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

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

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

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

**AGREEMENT**

**1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant agrees to perform the professional services set forth in the Scope of Services described in Exhibit "A," which is attached hereto and is incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of 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"), which shall all be referred to collectively hereinafter as the "Contract Documents." The City's Request for Proposals and the Consultant's Proposal, which are both attached hereto as Exhibits "B" and "C," respectively, are hereby incorporated by reference and are made a part of this Agreement. The Scope of Services shall include the Consultant's Proposal. All provisions of the Scope of Services, the City's Request for Proposals, and the Consultant's Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1<sup>st</sup>) the provisions of the Scope of Services (Exhibit "A"); (2<sup>nd</sup>) the provisions of the City's Request for Proposal (Exhibit "B"); (3<sup>rd</sup>) the terms of this Agreement; and, (4<sup>th</sup>) the provisions of the Consultant's Proposal (Exhibit "C").

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

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

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

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

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

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

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

## **2. COMPENSATION**

**2.1 Maximum Contract Amount.** For the Services rendered pursuant to this Agreement, Consultant shall be compensated by City in accordance with the Schedule of Compensation, which is attached hereto as Exhibit "D" and is incorporated herein by reference, but not exceeding the maximum contract amount of **NINETY-NINE THOUSAND EIGHT HUNDRED FIVE and 99/100 Dollars, (\$99,805.99)** (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "D." Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation. The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Consultant hereby acknowledges that it accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than Consultant anticipates, that Consultant shall not be entitled to additional compensation therefore, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The maximum amount of city's payment obligation under this section is the amount specified herein. If the City's maximum payment obligation is reached before the Consultant's Services under this Agreement are completed, consultant shall nevertheless complete the Work without liability on the City's part for further payment beyond the Maximum Contract Amount.

**2.2. Method of Payment.** Unless some other method of payment is specified in the Schedule of Compensation (Exhibit "D"), in any month in which Consultant wishes to receive

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

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

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

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

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

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

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



this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

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

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

**4.1 Representative of Consultant.** The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: James Lu, Project Manager / 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

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

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

Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

## 7. REPORTS AND RECORDS

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

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

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

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

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

## **8. ENFORCEMENT OF AGREEMENT**

**8.1 California Law and Venue.** This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in



relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such County, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

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

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

**8.4 Default of Consultant.**

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

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

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4.B, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the

Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

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

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

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

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

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

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

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

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

## **10. MISCELLANEOUS PROVISIONS**

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

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

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

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

manners of notice required hereunder. Notices or other communications shall be addressed as follows:

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

To Consultant: CNS Engineers, Inc.  
10370 Hemet Street, Suite 340  
Riverside, CA 92503  
Attention: James Lu  
Telephone: (951) 687-1005 ext. 11  
Facsimile: (951) 667-3387

**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.

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

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

**CONTENTS APPROVED:**

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

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

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

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

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

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

**APPROVED AS TO FORM:**

**APPROVED BY CITY COUNCIL:**

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

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

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

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

**CONTRACTOR NAME:**

CNS Engineers, Inc.  
10370 Hemet Street, Suite 340  
Riverside, CA 92503

Check one  Individual  Partnership  Corporation

By \_\_\_\_\_  
Signature (Notarized)

By \_\_\_\_\_  
Signature (Notarized)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
 County of \_\_\_\_\_ }

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

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

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

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

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

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

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

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

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

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

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

## EXHIBIT "A" SCOPE OF SERVICES

**General Project Description:** The project generally includes developing Geometric Approval Drawings ("GADs"), a Project Study Report ("PSR") (Equivalent) including a bridge Advance Planning Study ("APS") for the widening of Ramon Road from San Luis Rey Drive to Landau Boulevard to a six-lane divided major thoroughfare.

**Task 1.0 Project Management:** Consultant's project management procedures are generally outlined as follows: Upon receipt of a formal Notice-To-Proceed (NTP) for the project, a project-specific work plan shall be developed to strategize the team resources and detailed assignments. A cost proposal with a Work Breakdown Structure (WBS) shall be finalized for cost negotiation for the contract. Consultant's work plan shall typically consist of the following items - detailed scope of work; schedule; task budget; agency contacts; team member contacts, and responsibility of team design disciplines; deliverables; project-specific requirements; and design criteria. Consultant's general project management task shall include management and coordination between the Cities, Consultant Team, and other stakeholders. Project administration shall be conducted to ensure timely progress reporting and billing, accurate project record keeping, monitoring of costs, progress, deliverables and adherence to quality standards. Internal project coordination meetings shall be conducted monthly through office meetings, conference calls and exchange of emails, to maintain good project communication. The project Development Teaming (PDT) meetings shall be kept purposeful and concise.

**Task 1.1 Meeting and Project Coordination:** Delivering a successful project requires close coordination among the Cities, agencies, and all team members. Project coordination shall be established by frequent progress meetings. A meeting agenda shall be always prepared in advance. All action items listed in the meeting minutes shall be reviewed in every meeting. Other typical procedures including preparing monthly progress reports; establishing design criteria; posting project issues to all individuals; conducting biweekly progress review for all engineering plans and reports; mitigating all review comments; and clearing communication lines to maintain the project schedule and avoid any possible "surprises".

**Deliverables:** meeting agendas, meeting minutes, coordination memorandums.

**Task 1.2 Project Administration and Project Controls:** Project administration shall be conducted to ensure timely progress reporting, billing, accurate project record keeping, monitoring of costs, progress, deliverables and adherence to quality standards. **Schedule Control:** After identifying details of Work Breakdown Structure, Consultant shall develop an overall project schedule at the beginning of the project. During the design development, Consultant shall ensure the schedule adhere to all contractual requirements. The schedule shall be constantly updated. Consultant shall work closely with the City for the delivery requirements. **Document Control:** All in-coming and out-going design and correspondence materials will be logged, and filed according to a project-specific document control system. **Accounting and Invoicing Procedures:** Consultant shall follow general City and Caltrans accounting and billing requirements. All man-hours, direct and indirect costs will be tracked. **Cost Control:** Project costs shall be verified on a monthly basis. Cost-to-date, estimated actual percent completed,

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

and estimated hours to complete by individual task at each invoicing period shall be documented.

**Deliverables:** monthly progress reports, schedules updates, document logs, and monthly invoices.

**Task 1.3 Quality Control and Quality Assurance:** Consultant shall provide Quality Control and Quality Assurance (QC/QA) for all project documents and plans to ensure that the project moves forward to delivery as quickly as possible. Upon project notice to proceed, the QC/QA procedures shall be clearly outlined for the project team. These procedures shall include check lists for plan preparation, e-file sharing procedures and document controls, independent reviews by senior staff. Consultant shall begin by reviewing the draft geometric design to ensure that the design is consistent with the CalTrans Local Assistance Highway Bridge Program (HBP) funding requirements. Consultant shall make sure all right-of-way acquisitions; easements; and utility relocation for the project are reasonable and efficient.

**Deliverables:** a Quality Control and Quality Assurance Plan

**Task 1.4 CalTrans Local Assistance HBP Funding Application:** Consultant shall assist the City in preparing a funding document to secure available federal Highway Bridge Program (HBP) Fund in accordance with CalTrans Local Assistance Program Guidelines Chapter 6 – Highway Bridge Rehabilitation and Replacement Program (now called Highway Bridge Program). Consultant shall provide technical supports and attend meetings with the City and CalTrans District Local Assistance as required to discuss the funding application matters.

**Deliverables:** a HBP funding application document

**Task 2.0 Project Studies**

**Task 2.1 Data Collection:** Consultant shall collect available existing reports, data, as-built plans, and information relevant to the project from the Cities.

**Deliverables:** a document log

**Task 2.2 Field Review and Site Assessment:** Consultant shall conduct a field review meeting and a thorough site investigation with the City. The field review meeting shall assist the Consultant in verifying plan information obtained in our research, clarifying the project scope, documenting existing traffic signals, underground and overhead utilities, signing and striping, structure conditions, and evaluating potential unforeseen issues that may cause delay to the project.

**Deliverables:** field review meeting minutes and a photo log

**Task 2.3 Right of Way Research:** Consultant shall perform right of way research including Cities of Palm Springs and Cathedral City right of way information; recorded



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

maps; assessor's maps; Bureau of Indian Affairs (BIA) and Tribal GIS Division right of way information for the southerly half of Ramon Road.

**Deliverables:** right of way documentation/maps

**Task 2.4 Surveys, Aerial Mapping and Orthophoto Image:** Consultant shall perform field survey of Ramon Road and all intersecting cross streets; locate existing monuments; set targets and tie in control for aerial photogrammetric mapping; fly, photograph and map the site for production of topographic mapping at scale of 1"=40'; coverage of at least 300 feet in width along the entire alignment, extending 500 feet beyond all street intersections.

**Deliverables:** topographic mapping and digital orthophoto image

**Task 2.5 Base Mapping:** Consultant shall prepare a base map showing existing centerline, rights of way, descriptions of found monumentation, topographic mapping, overlaid on screened orthographic image, etc. including text describing ownership, APN numbers, street names, and R/W widths.

**Deliverables:** right of way constraints map

**Task 2.6 Utility Identification and Relocation:** Consultant shall perform utility research; prepare an existing utility base plan; site visit and field verification; adjust base plan; attend agency meetings; prepare existing utility exhibits; prepare a written report.

**Deliverables:** utility base plan; exhibits; utility mitigation report. Note: Plan sheet count is included in 2.07 Roadway Geometrics.

**Task 2.7 Roadway Geometrics including Geometric Approval Drawings (GADs):** Consultant shall prepare existing base plan for GAD design; evaluate and comment on the proposed horizontal and vertical alignments; review and determine intersection design detail (e.g., auxiliary turn lanes, intersection sight distance, turning treatments); determine design details (e.g., lengths of acceleration and deceleration lanes); provide design sketches for preparation of roadway design plans; prepare Geometric Approval Drawings for final submittal.

**Deliverables:** Geometric Approval Drawings including Cover Sheet, three 40 scale proposed geometric design (plan only/2 panels per sheet), and Detail Sheet.

**Task 2.8 Preliminary Roadway Drainage Analysis:** Consultant shall review existing drainage facilities impacted by proposed geometric design; provide solutions to relocation of existing facilities with schematic details for relocations; add proposed schematic design of relocated facilities to GAD; provide preliminary quantity estimate for revised drainage facilities.

**Deliverables:** Preliminary Roadway Drainage Analysis Report

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

**Task 2.9 Preliminary Environmental Study (PES) & Area of Potential Effect (APE):** Consultant shall prepare a preliminary environmental study using CalTrans Local Assistance Procedures Manual, Exhibit 6-A, Preliminary Environmental Studies (PES) Form and shall include an Area of Potential Effect (APE) per general CalTrans environmental study guidelines. Formal coordination with CalTrans and obtaining approval from CalTrans for the PES and APE is not required at this PSR stage.

**Deliverables:** PES and APE

**Task 2.10 Bridge Advance Planning Study (APS):** Consultant shall perform bridge advance planning study similar to CalTrans Office of Special Funded Projects (OSFP) Information and Procedures Guide 3-2 for Widening of the Ramon Road Bridge. The primary objective for this task is to determine the scope (geometry) and cost of the most feasible bridge type. The bridge planning study will include evaluation of the most cost-effective structure type, foundation and its constructability, stage construction, utility requirements within the bridge, and structural interaction with adjacent roadway facilities. The bridge APS will consist of a general plan sheet for the preferred bridge alternative showing the basic structure layout details and cost estimates.

**Deliverables:** Bridge General Plan, Bridge Design Memo and Itemized Cost Estimates

**Task 2.11 Right of Way Acquisition/Easement Cost Estimates:** Consultant shall: take an inventory of the affected properties for each selected option; Investigate, using public Assessor's Roll information, the ownership, lot size, and building size of each affected property; visually inspect each property (exterior street view) and note affects of proposed acquisition; list all businesses on each property and the approximate space they occupy; sort each property into product types to determine the universe of real estate data sets to research and create valuation data sets for each product type; prepare an estimate of the probable cost of each full property acquisition or the cost of each partial acquisition plus damages using the data sets previously created utilizing our various real estate value data bases; prepare an estimate of the probable relocation assistance exposure for each residential or non-residential occupant located on each property; prepare an estimate of the immoveable fixtures and equipment associated with each business property; prepare an estimate of the total probable loss of business goodwill attributable to each operating business; prepare an estimate of the inspection and demolition costs associated with delivering each cleared site; prepare an estimate of the total services and incidental costs associated with each real estate acquisition program (appraisals, acquisition and relocation consultants, title/escrow, and legal services)

**Deliverables:** cost estimates of right of way acquisitions and easements

**Task 2.12 Construction Cost Estimates:** Consultant shall prepare itemized construction cost estimates to support the PSR.

**Deliverables:** *itemized* cost estimates

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

**Task 2.13 Prepare Project Study Report (PSR) (Equivalent):** Based on the results of planning studies above, Consultant shall prepare a Project Study Report (equivalent) to summarize the engineering findings and recommendations to support the HBP application. Contents of the PSR (equivalent) shall generally include executive summary, project background, need and purpose, reference of design standards, transportation problems, traffic data (to be supplied by the Cities), proposed improvements, roadway geometrics and alternatives, utilities, right of way acquisitions and easements, structure information, cost estimate breakdown, preliminary environmental study, scheduling, agencies involved, proposed funding, list of attachments, project development team etc.

**Deliverables:** Project Study Report (equivalent)

\*\*\* END OF EXHIBIT "A" \*\*\*

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

City's original Request for Proposals ("RFP") and any subsequent Addendum issued in response to the RFP follow this page.

**CITY OF PALM SPRINGS  
NOTICE INVITING PROPOSALS  
for  
PROFESSIONAL CIVIL ENGINEERING DESIGN SERVICES  
RAMON ROAD WIDENING  
SAN LUIS REY DRIVE TO LANDAU BOULEVARD  
(RFP 10-09)**

**NOTICE IS HEREBY GIVEN** that Request for Proposals (RFP) 10-09, for providing Professional Civil Engineering Design Services for the Ramon Road Widening project, will be received at the office of the Procurement Manager, 3200 East Tahquitz Canyon Way, Palm Springs, California, until 2:00 P.M. Local Time, **FRIDAY, FEBRUARY 27, 2009.**

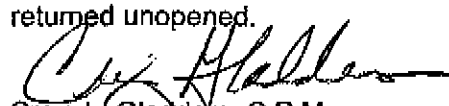
**DESCRIPTION OF WORK:** The purpose of this solicitation is to obtain professional civil engineering design services to develop Geometric Approval Drawings ("GADs") and a Project Study Report ("PSR") for the widening of Ramon Road from San Luis Rey Drive to Landau Boulevard to a six-lane divided roadway, including a Bridge Advanced Planning Study ("APS") / Type Selection for the widening of the existing four-lane bridge over the Whitewater River. Ramon Road is an existing five-lane roadway from San Luis Rey Drive to Crossley Road (three lanes eastbound and two lanes westbound), and an existing four-lane roadway from Crossley Road to Landau Boulevard. The proposed roadway widening will occur on the north side of Ramon Road to add a third westbound lane; the proposed bridge widening will occur equally on the north and south sides of the bridge. The design services as required in this RFP will be paid from local, not federal, funds and therefore prevailing wage and DBE requirements do not apply.

**OBTAINING RFP DOCUMENTS AND REGISTRATION AS A PROPOSER:**

The RFP documents may be downloaded via the internet at [www.palmsprings-ca.gov](http://www.palmsprings-ca.gov) (go to Government, Departments, Procurement, Open Bids & Proposals). If you are interested in submitting a proposal, it is **IMPERATIVE** that you contact Cheryl Martin, Procurement Administrative Coordinator, via email at [Cheryl.Martin@palmsprings-ca.gov](mailto:Cheryl.Martin@palmsprings-ca.gov) or by phone at (760) 322-8373 to **officially register as a Proposer for this specific project** with your company name, address, phone, fax, contact person and email address. Failure to officially register may result in not receiving addenda to the RFP. Failure to acknowledge addenda to the RFP may render your proposal as non-responsive.

**EVALUATION OF PROPOSALS AND AWARD OF CONTRACT:** This solicitation has been developed in the Request for Proposal (RFP) format. Accordingly, Proposers should take note that multiple factors will be considered by the City in selecting the most qualified firm and awarding of the Contract.

**PROPOSALS TO REMAIN OPEN:** The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 90 calendar days from the due date of proposals. The receiving time in the Procurement Office will be the governing time for acceptability of Proposals. Telegraphic and telephonic proposals will not be accepted. Late proposals will be returned unopened.

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

January 27, 2009



**CITY OF PALM SPRINGS, CA**

**REQUEST FOR PROPOSALS # 10-09**

**PROFESSIONAL CIVIL ENGINEERING DESIGN SERVICES  
RAMON ROAD WIDENING  
SAN LUIS REY DRIVE TO LANDAU BOULEVARD**

**I. BACKGROUND INFORMATION AND GENERAL DESCRIPTION**

The City of Palm Springs, California is requesting proposals from qualified firms or individuals to provide professional civil engineering design services to develop Geometric Approval Drawings ("GADs") and a Project Study Report ("PSR") for the widening of Ramon Road from San Luis Rey Drive to Landau Boulevard to a six-lane divided roadway, including a Bridge Advanced Planning Study ("APS") / Type Selection for the widening of the existing four-lane bridge over the Whitewater River. Ramon Road is an existing five-lane roadway from San Luis Rey Drive to Crossley Road (three lanes eastbound and two lanes westbound), and an existing four-lane roadway from Crossley Road to Landau Boulevard. The proposed roadway widening will occur on the north side of Ramon Road to add a third westbound lane; the proposed bridge widening will occur equally on the north and south sides of the bridge.

This project is located in both the City of Palm Springs and the City of Cathedral City, with the common city limit located along the centerline of Ramon Road. Cathedral City is located north of Ramon Road, and Palm Springs is located south of Ramon Road. The City of Palm Springs will be the lead agency on this project.

The intent of the preparation of the GADs, PSR and APS is to provide an Engineer's Estimate of Cost for the roadway and bridge widening for use in programming future phases of this project.

The existing Ramon Road bridge over the Whitewater River (Bridge 56C0287) was last inspected by the California Department of Transportation ("Caltrans") on November 6, 2007, (see separate Exhibit A, copy of the Bridge Inspection Report). The existing bridge has been determined to be "Structurally Deficient" with a sufficiency rating of 68.4. Given these criteria defined by the Caltrans Bridge Inspection Report, rehabilitating and widening this bridge is eligible under the Federally funded Highway Bridge Program ("HBP").

It is the expressed desire of both Cities that, in addition to necessary rehabilitation and retrofit, that widening the Ramon Road bridge over the Whitewater River from four-lanes to six-lanes be federally funded under the HBP. In order to ensure increasing the capacity of the existing bridge is eligible for Federal funding under the HBP, it is necessary to demonstrate to Caltrans and the Federal Highway Administration ("FHWA") that there exist, or will exist, six lanes on both approaches to the Ramon Road bridge.

Using the approved GADs, PSR and APS, the selected consultant will be expected to prepare and submit a complete application for Federal funding under the HBP, in accordance with Chapter 6 of the Caltrans Local Assistance Program Guidelines ("LAPG"), including processing through Caltrans District 8 Division of Local Assistance. The selected consultant will be required to demonstrate qualified experience in preparing HBP applications with Caltrans District 8, and with successfully obtaining Federal funding under the HBP.

It should be understood that upon programming of Federal funding under the HBP for this project, a new solicitation for professional services to provide environmental and civil engineering design services for this project will be required pursuant to Caltrans procedures. The future phases of this project will occur under a separate contract.

**II. PROJECT GOALS, SUMMARY AND SCOPE OF SERVICES TO BE PROVIDED**

The goal of the proposed project is to develop Geometric Approval Drawings ("GADs") and a Project Study Report ("PSR") for the widening of Ramon Road from San Luis Rey Drive to Landau Boulevard to a six-lane divided roadway, including a Bridge Advanced Planning Study ("APS") / Type Selection for the widening of the existing four-lane bridge over the Whitewater River, all of which is to be used in the preparation of a complete application for Federal funding under the Highway Bridge Program.

This project will require the design consultant to attend various City meetings to discuss and finalize the GADs, PSR and APS. The consultant shall be expected to present preliminary concepts, incorporate comments and revisions, and present final drawings.

The following project coordination shall be expected:

1. Coordinate with City staff, Caltrans, Southern California Edison and Desert Water Agency (DWA) as required to determine project parameters and constraints; collect data and record information.
2. Prepare and present proposed GADs, PSR and APS to City staff, as may be required, using appropriate visual aids, including maps, slides and handouts; revise as required.
3. Perform project management and project schedule maintenance to ensure that the project timeline is adhered to and deadlines are met.
4. Perform all preliminary utility coordination to determine utility conflicts and potential utility relocation requirements for future phases of this project.

A general Scope of Work is described below, a complete detailed Scope of Work shall be included in the submitted Work Proposal.

Project Management  
Research and Data Gathering  
Surveying  
Geometric Approval Drawings ("GADs")  
Project Study Report ("PSR")  
Bridge Advanced Planning Study ("APS") / Type Selection  
Highway Bridge Program Application and Processing

**III. SCHEDULE**

Notice for Request for Proposals posted and issued .....January 27, 2009  
Deadline for receipt of Questions ..... 2:00 P.M., Friday, February 20, 2009  
Deadline for receipt of Proposals ..... 2:00 P.M., Friday, February 27, 2009  
Short List / Interviews (*if desired by City*) ..... TBD  
Contract awarded ..... TBD

**IV. MINIMUM QUALIFICATIONS AND REFERENCE CONTACT INFORMATION**

The selected consultant must have the requisite training and experience with developing Geometric Approval Drawings ("GADs"), Project Study Reports ("PSRs") and Bridge Advanced Planning Study ("APS") / Type Selection studies. More importantly, the selected consultant must have demonstrated experience in preparing, submitting and processing applications for Federal funding under the Highway Bridge Program through Caltrans District 8.

The selected consultant must possess current and valid registration in California as a Civil Engineer.

The consultant must have performed similar work on other projects and must include citations for this work in the proposal submitted. Please include a project list with contacts, including full name and current phone numbers, for all similar projects that have been completed in the past five (5) years. Identify the key personnel who worked on the referenced projects and who are expected to work on this project.

## V. PROPOSAL REQUIREMENTS

The Consultant's proposal should describe the methodology to be used to accomplish each of the project tasks and services expected as defined in the Scope of Work. The proposal should also describe the work that shall be necessary to satisfactorily complete the tasks and service requirements.

Please note that this Request for Proposal 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 Proposing Consultant/Firm to be knowledgeable of the general areas identified in the Scope of Work and of adequate competence 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 Consultant's agreement which do not involve a substantial change from the general Scope of Work identified in this Request for Proposal.

The following criteria shall be observed:

- The submittal should not exceed 30 pages (sheets of paper), double sided (8½" by 11"), including an organization chart, staff resumes and appendices, and cover letter. Dividers, Attachment "A" and Addenda acknowledgments do NOT count toward the 30 page limit.
- One (1) unbound original plus Seven (7) bound copies for a total of Eight (8) proposals are required.** Facsimile (fax), email or other electronically transmitted proposals will not be accepted.
- Responses to this Request for Proposal shall be organized into five categories as follows:

**1. Information on the Firm.** In this section the respondent shall provide a brief introduction, address the size of the firm, the number of years in business, the availability of the firm to perform the tasks and services requested, and the history of the firm. A brief statement of the respondent's understanding of the work shall be included, along with key contact information (address, phone, fax, and email).

**2. Key Personnel.** Provide a brief resume for each of the key persons proposed to work on this project. Credentials of corporate executives or firm principals are not necessary or desired unless these individuals will play an active role in the proposed project. Any key sub-consultants proposed should be identified, and information on their respective role in the project shall be included. Experience with Caltrans District 8 is required.

**3. Past Experience/References.** In this section, the respondent should list no less than five (5) previous projects to be used as references. The projects listed should demonstrate specific experience with the proposed scope of services contained in this



RFP. Please highlight areas of special expertise and any unique qualifications. A contact name and current phone number for each reference shall be provided. Experience with Caltrans District 8 is required.

**4. Understanding of Scope of Work and Work Proposal.** In this section, proposers are requested to demonstrate their understanding of the tasks and services requested in the general Scope of Work, and provide a detailed Work Proposal/Approach to accomplish the tasks, including a timeline.

**5. Cost Proposal.** The City does not have an Engineer's estimate for this scope of work or specific budget expectation at this time and is relying on the vendor community to provide cost proposals. In this section, proposers shall include a detailed cost estimate for completion of the scope of services with cost breakdowns by scope element. All professional fees, hourly rates, travel costs, clerical & communications costs, and any other "special" costs must be clearly identified and defined. In addition, an hourly rate for any additional services that were not originally requested in the Scope of Work, but may be added at the discretion of the City, shall also be included. Note that the Cost Proposal, including all fees and compensation shall remain firm for a minimum of 90 days from the proposal submission deadline.

- The prospective Consultant shall designate, by name, the project manager to be employed for this project. Substitution of the project manager by the selected consultant will not be allowed without prior approval by the City of Palm Springs.
- All proposals must be received in the City of Palm Springs, Division of Procurement and Contracting by **2:00 P.M., LOCAL TIME, FRIDAY, FEBRUARY 27, 2009**. Proof of receipt before the deadline is a City of Palm Springs, Division of Procurement and Contracting date stamp. It is the responsibility of the Proposer to see that any proposal sent through the mail 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 Proposer unopened. Proposals shall be clearly marked and identified and must be submitted to:

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

**QUESTIONS:** Proposers, 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 may be cause for rejection of a proposal.

**ANY** questions, technical or otherwise, pertaining to this Request for Proposal **must be submitted IN WRITING and directed ONLY to:**

Craig L. 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@palmsprings-ca.gov](mailto:Craig.Gladders@palmsprings-ca.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 2:00 P.M., Local Time, Friday, February 20, 2009. 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.

- Each proposal must include two sealed envelopes.

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

- Completed Signature authorization and Addenda Acknowledgment (see Attachment A)
- Technical proposal – describe in detail your approach and understanding of all necessary tasks and steps involved in the project; include a list of deliverables
- Related Experience; include relevant experience date, name of agency, and reference name/contact information
- Project schedule, showing various anticipated tasks and steps from preliminary phase, through design, and construction phases.

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

- Cost proposal – The City will use a "Cost Per Unit of Work" method to pay for professional services relating to the Work Proposal. Proposers should include a detailed cost estimate identifying all direct, indirect, and overhead costs associated with each task required. Describe how your firm will control costs and minimize costs for design and construction. Do NOT include Attachment "A" in the Cost Proposal envelope. Attachment "A" is to be included in Envelope #1.

**Important Note:** The successful Proposer 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 – Attachment "B" hereto. Please note that the Exhibits in the sample contract are intentionally not complete and will be negotiated with the selected firm and will appear in the final Professional Services Agreement executed between the parties. Any exceptions to the language contained in the RFP document, sample agreement, including the Insurance Requirements, MUST be included in the Proposal submitted and clearly defined. Exceptions to the City's standard boilerplate professional services agreement, including the insurance requirements, may be considered in the evaluation process.

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, the City may, at its sole discretion, enter negotiations with and award the Contract to the second highest ranked Proposer, and so on.

## VI. RESPONSIBILITY OF PROPOSER

All project proposers shall be responsible. If it is found that a proposer is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), the proposal shall be rejected.

## VII. CONSULTANT SELECTION

- ❑ Each proposal will be reviewed by an evaluation committee to determine if it meets the proposal requirements. Failure to meet the requirements for the Request for Proposal may be cause for rejection of the proposal.
- ❑ The evaluation committee may, at its sole option, ask for interviews or oral presentations by any proposer(s) participating in this process. Attendance at any such interview will be at the Proposer's expense. In the event that oral presentations are requested by the City, additional and/or different selection criteria may be used for that phase of the selection process.
- ❑ A final selection of the consultant will be determined following review of all work proposals and/or formal oral presentations. The evaluation committee will make a recommendation of the selected consultant for a contract to be awarded by the City Council.
- ❑ The selected consultant will work closely with City staff throughout the duration of the project. Proposals shall be evaluated based upon the following factors:
  - **Project Understanding:** Degree of understanding of the project and understanding of the federal Highway Bridge Program application process through Caltrans District 8 Local Assistance – (25%).
  - **Scope of Work:** Proposed approach to the project including the expected time commitment of key personnel, technical approach to the project, and the emphasis placed on project phases – (25%).
  - **Project Managers/Staff Qualifications:** Qualifications of the staff assigned to manage and provide services related to the project; experience with similar projects; experience with processing applications for federal Highway Bridge Program projects through Caltrans District 8 Local Assistance – (25%).
  - **Firm Qualifications/Consultant References:** Past experience in projects related to the outlined Scope of Work; experience with processing applications for federal Highway Bridge Program projects through Caltrans District 8 Local Assistance – (15%).
  - **Project Schedule:** Thoroughness and reasonableness of the project schedule; ability to maintain the project within the selected time frame – (10%).
  - **Project Cost:** The project cost will be considered after selection of the best proposals; no weight shall be given to the cost in the selection or ranking of the consultants. A contract shall be negotiated with the selected consultant on the basis of the submitted cost proposal, and in consideration of reasonable and mutually agreed project costs and time requirements.
- ❑ **Award of Contract:** It is the City's intent to award a single contract to the firm that can best meet the requirements of the Request for Proposal document. The City reserves the right to award a contract to multiple firms or a single firm 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 consultant to be recommended for award and a contract has been satisfactorily negotiated for consideration. The decision of the City Council will be final.
- ❑ **Public Record:** Proposer's attention is drawn to the fact that all proposal documents submitted are subject to the California Code Section 6250 et seq., commonly known as the

Public Records Act. Information contained in the proposals may be made public after the review process has been completed, negotiations have concluded and a recommendation for award has been officially agendized for City Council consideration, and/or following award of contract, if any, by the City Council.

- Cost related to Proposal preparation:** The City will NOT be responsible for any costs incurred by any Proposer in the preparation or submittal of their respective proposal.
- Business License:** The successful proposer 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".
- Proposal informalities or defects:** 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 advertise for new Proposals, as best serves the interests of the City.
- Investigations:** The City reserves the right to make such investigations as it deems necessary to determine the ability of the Proposer to perform the Work and the Proposer 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 Proposer fails to satisfy the City that such Proposer is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
- Signed Proposal and Exceptions:** Submission of a signed Proposal will be interpreted to mean that Proposer 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 must be submitted with the proposal and clearly defined. Exceptions to the City's RFP document or standard boilerplate language, terms or conditions may be considered in the evaluation process.



REQUEST FOR PROPOSAL (RFP 10-09)  
FOR  
PROFESSIONAL CIVIL ENGINEERING DESIGN SERVICES  
RAMON ROAD WIDENING  
SAN LUIS REY DRIVE TO LANDAU BOULEVARD

**ADDENDUM NO. 1**

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

THIS ADDENDUM 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.


**CLARIFICATION OF INSTRUCTIONS TO PROPOSERS:**

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

**RESPONSES TO QUESTIONS RECEIVED TO DATE:**

- Q 1: Are 11"x17" sheets allowed for exhibits and schedules? If yes, is there a page limit for it? Is one 11x17 page counted the same as one 8 1/2x11 page?
- A 1: Yes, 11" x 17" sheets are allowed, however they will count toward the total page limit and they must be folded in the submittal to the size of 8 1/2" x 11".
- Q 2: The scope includes a Bridge Advanced Planning Study ("APS")/Type Selection for the bridge widening. "Type Selection" is usually done in the future PA/ED phase as part of 30% design. We suggest deleting "Type Selection" from the scope as APS will generally cover evaluation of the feasible structure types.
- A 2: *The City concurs; reference to "Type Selection" in the general scope of work is hereby deleted.*

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

  
\_\_\_\_\_  
Craig L. Gladders, C.P.M.  
Procurement & Contracting Manager  
DATE: February 02, 2009

**ADDENDUM ACKNOWLEDGMENT:**

Proposer Firm Name: CNS Engineers, Inc.

Authorized Signature: 

Date: 2/27/2009

Acknowledgment of Receipt of Addendum 1 is required by signing and including the acknowledgment with your proposal. Failure to acknowledge this Addendum may result in your proposal being deemed non-responsive.



REQUEST FOR PROPOSAL (RFP 10-09)  
FOR  
PROFESSIONAL CIVIL ENGINEERING DESIGN SERVICES  
RAMON ROAD WIDENING  
SAN LUIS REY DRIVE TO LANDAU BOULEVARD

**ADDENDUM NO. 2**

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

THIS ADDENDUM 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.

**CLARIFICATION OF INSTRUCTIONS TO PROPOSERS:**

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

**RESPONSES TO QUESTIONS RECEIVED TO DATE:**

- Q 1: Are as-builts, utilities and/or R/W data available for review prior to submittal of our proposal?
- A 1: *The City will provide all available as-built, utility and right-of-way data to the selected consultant, but not to all prospective consultants prior to submittal of Proposals.*
- Q 2: Has any R/W been secured by the appropriate agencies for this project?
- A 2: *The selected consultant will be required to determine, as a part of the Geometric Approval Drawings, any required right-of-way acquisition necessary to widen Ramon Road to the required width. Any required right-of-way acquisition is part of the next phase of this project, and will not be a part of the selected consultant's contract.*
- Q 3: Are any utilities to be undergrounded (remove overheads & install in trenches)?
- A 3: *The selected consultant will be required to determine, as a part of the Geometric Approval Drawings, whether relocation of the existing overhead utilities along the*

north side of Ramon Road is necessary to widen Ramon Road to the required width. Any required utility relocation is part of the next phase of this project, and will not be a part of the selected consultant's contract.

Q 4: What are the flood control requirements?

A 4: *The selected consultant shall assume the existing bridge structure was designed to accommodate the 100-year stormwater runoff within the Whitewater River, and shall prepare a Bridge Advanced Planning Study to widen the existing bridge as identified in the City's Request for Proposals document. Any required hydrology/hydraulic studies to determine the 100-year storm water runoff volume and water surface elevation to confirm bridge clearance requirements is part of the next phase of this project, and will not be a part of the selected consultant's contract.*

Q 5: Any special permits required?

A 5: *Environmental studies, compliance with CEQA/NEPA, and determining required environmental regulatory permits is part of the next phase of this project, and will not be a part of the selected consultant's contract.*

Q 6: Is there a recent traffic study/report available?

A 6: *The City will provide available traffic studies to the selected consultant, but not to all prospective consultants prior to submittal of Proposals. The City's General Plan has determined, based on projected traffic volumes, that Ramon Road shall be a 6-lane arterial.*

Q 7: Can we get a copy of City's monumentation for survey control?

A 7: *The City does not have "monumentation for survey control".*

Q 8: RFP Page 1 - Description of Work, states that these design services will be paid with local dollars (no Federal \$\$ and no prevailing wage & DBE requirement). Will the City be filing for reimbursement through the HBP for the PSR & GADs? If yes, is the City aware that both a NEPA and CEQA document will be required?

A 8: *As stated in the bottom paragraph of Page 1 of the City's Request for Proposals document, "it should be understood that upon programming of Federal funding under the HBP for this project, a new solicitation for professional services to provide environmental and civil engineering design services for this project will be required pursuant to Caltrans procedures. The future phases of this project will occur under a separate contract." As there is currently no approved HBP grant for this project it will not be possible for the City to file for reimbursement through the HBP. The City is well aware that this project, if receiving federal funding through the HBP, will require compliance with both CEQA and NEPA. See response #5. This phase of the project is funded with local Measure A funds, and therefore, the selected consultant's contract will be subject to state, but not federal, prevailing wages.*

Q 9: What is the City's timeline to complete this PSR phase, PA/ED, design and construction?

A 9: *The City expects that the selected consultant will be able to provide the required services as quickly as possible*



- Q 10: Is the City considering a PSR (PDS) to be completed quickly? Without environmental documentation at this stage?
- A 10: *Yes. The PSR will be used to support the City's application for HBP funding for this project. Once HBP funding has been authorized, the City will solicit a subsequent Request for Proposals to provide the City with complete PAVED, design, right-of-way and construction administration services for the project, in compliance with all state and federal rules and regulations applicable to a federally funded project. It should be clear to all prospective consultants submitting a Proposal, that only preparation of Geometric Approval Drawings and a Bridge Advanced Planning Study, to prepare a Project Study Report (equivalent) is being requested at this time*
- Q11: Has anyone done any widening concepts for the City? Does the City concur?
- A11: *The widening concept is identified in the City's Request for Proposals document.*
- Q 12: Is preference given to local firms:
- A 12: *If all qualifying factors were considered equal between prospective consultants, preference may be given to a local firm. However, there is no stated local preference evaluation factor in the City's Request for Proposals document.*
- Q 13: Any other stakeholders, other than those mentioned in RFP?
- A 13: *No.*
- Q 14: Is there any opposition to this project? Is public outreach needed? How much public outreach, if any, has been conducted?
- A 14: *Public outreach is not a part of this phase of the project, see responses above.*
- Q 15: What are the City's three most important issues on this project?
- A 15: *The prospective consultants shall identify what they consider to be important issues for this project in their Proposal.*
- Q 16: Will the City provide As-built roadway, bridge, utility and ROW plans; existing and future traffic counts, CIP on Ramon Road and its intersecting facilities; aerial map and topographic survey; master drainage plan reports of the area and Whitewater River Hydrology/Hydraulics Reports?
- A 16: *The selected consultant will be provided with all relevant information necessary to provide the requested services for the City. At this time, it is premature to provide all prospective consultants with the requested items, as the information is not necessary in the preparation of a Proposal to provide the requested services for the City.*
- Q 17: Please provide the list of vendors that have registered for this project.
- A 17: *Please see the attached list of vendors that have registered as of today's date.*

**RFP 10-09 RAMON ROAD WIDENING**

**REGISTERED VENDOR LIST**

**CNS Engineers, Inc.** 1/26/09  
10370 Hemet Street, Suite 340  
Riverside, CA 92503  
Phone: 951-687-1005 ext.11  
Cell: 949-690-0089  
James Lu  
[james.lu@cnseng.com](mailto:james.lu@cnseng.com)

**DMC Design Group, Inc.** 1/26/09  
140 North Maple, Suite 104  
Corona, CA 92880  
David M. Cospers, P.E. - Project Manager  
951-549-8100 (Office)  
951-549-8102 (Fax)  
[dmcospers@dmcdg.com](mailto:dmcospers@dmcdg.com)

**WEC Corp.** 1/27/09  
41-841 Beacon Hill, Suite A  
Palm Desert, CA 92211  
Michael Errante, P.E.  
Regional Manager  
760.836.0558 (office)  
760.836.0575 (fax)  
[michaele@weccorp.com](mailto:michaele@weccorp.com)

**Ludwig Engineering** 1/28/09  
109 East Third Street  
San Bernardino, CA  
Phone: 909-884-8217  
Fax 909-889-0153  
Gary Duncan  
email: [gduncan@ludwigeng.com](mailto:gduncan@ludwigeng.com)

**CNC Engineering** 1/28/09  
1 Corporate Park, Suite 101  
Irvine, CA 92606  
(949) 863-0588  
(949) 863-0589 fax  
[stomas@cc-eng.com](mailto:stomas@cc-eng.com)  
Sebrina Tomas

**Hernandez, Kroone & Associates** 1/28/09  
(909) 884-3222 office  
(909) 383-1577 fax  
(909) 953-9922 cell  
234 East Drake Drive  
San Bernardino, CA 92408  
Kevin Higgins  
[kevinh@hkagroup.com](mailto:kevinh@hkagroup.com)

**T.Y. Lin International**  
3550 Vine Street, Suite 120  
Riverside, CA 92507  
951.788.4688 Ext 6762  
951.788.4988 Fax  
[gantonucci@tylin.com](mailto:gantonucci@tylin.com)  
Gary Antonucci

1/29/09

**Nolte Associates, Inc.**  
Christina Mojica  
15070 Avenue of Science, Suite 100J  
San Diego, CA 92128  
P: 858.385.2142  
F: 858.385.0400  
[CHRISTINA.MAGINNIS@Nolte.com](mailto:CHRISTINA.MAGINNIS@Nolte.com)

2/02/09

**Dokken Engineering**  
5675 Ruffin Road, Suite 250  
San Diego, CA 92123  
Cel: (858) 361-0259  
Office: (858) 514-8377  
Fax: (858) 514-8608  
Mike Roberts, PE  
[MRoberts@dokkenengineering.com](mailto:MRoberts@dokkenengineering.com)

2/03/09

**COACHELLA VALLEY ENGINEERS**  
77-933 Las Montanas Road, Suite 101  
Palm Desert, CA 92211  
(760) 360-4200  
(760) 360-4204 FAX  
e-mail [dmckown@cve.net](mailto:dmckown@cve.net)  
Dee McKown, Project Manager

2/03/09

**Richard Coulson and Associates**  
P.O. Box 177  
Lake Elsinore, CA 92531  
tel: (951) 678-9999  
fax: (951) 678-9980  
cel: (714) 504-4597  
e-mail: [RCANDA@aol.com](mailto:RCANDA@aol.com)

2/03/09

**Mactec Engineering & Consulting, Inc.**  
35-688 Cathedral Canyon Drive, Space 103  
Cathedral City, CA 92234  
Phone: 760-202-1853  
Fax: 760-202-1502  
Edward C. Trasoras  
[ectrasoras@mactec.com](mailto:ectrasoras@mactec.com)

2/04/09

**FDC & ASSOCIATES CORPORATION**  
1947 North "E" Street  
San Bernardino, CA 92405  
Tel: (909) 881-6542/ Fax: (909) 881-6400  
Email: [Michelle.Moreno@FDCCorporation.com](mailto:Michelle.Moreno@FDCCorporation.com)

2/04/09

**GeoTek, Inc**  
4130 Flat Rock Drive, Suite #140  
Riverside, CA 92505  
(951)710-1160 office  
(951)710-1167 fax  
AnnMarie Coury  
(951) 675-8715  
[acoury@geotekusa.com](mailto:acoury@geotekusa.com)

2/05/09

**Gulda Surveying Inc.**  
9241 Irvine Blvd.  
Ste: 100  
Irvine, Ca 92618  
P 949-777-2000  
F 949-777-2050  
[lreidling@guldasureveying.com](mailto:lreidling@guldasureveying.com)  
Lenny Reidling

2/06/09

**Huitt-Zollars, Inc:**  
3990 Concourse, Suite 450,  
Ontario CA 91764  
Phone: (909) 941-7799  
Fax: (909) 941-7789  
Maurice Murad  
[mmurad@huitt-zollars.com](mailto:mmurad@huitt-zollars.com)

2/06/09

**AZTEC Engineering**  
625 Fair Oaks Avenue  
South Pasadena, CA 91030  
T: 626.441.4649  
D: 760.534.4898  
F: 626.441.4578  
[jsinger@aztec.us](mailto:jsinger@aztec.us)  
Joanne N. Singer

2/09/09

**Mayers & Associates Civil Engineering, Inc.**  
19 Spectrum Pointe Drive, Suite 609  
Lake Forest, CA 92630  
(949) 599-1248, direct  
(949) 599-0870, main  
(949) 599-0880, fax  
Gary Martin  
[gmartin@mayerscivil.com](mailto:gmartin@mayerscivil.com)

2/09/09

**PacRim Engineering**  
233 W. Cerritos Ave  
Anaheim, CA 92805  
Phone: (714) 683-0470 (x0471)  
Fax: (714) 683-0460  
[pliu@pacrimengineering.com](mailto:pliu@pacrimengineering.com)  
Peter Liu

2/10/09

**Dean Ryan Consultants & Designers, Inc.**  
725 South Figueroa, Suite 3320

2/11/09

Los Angeles, CA 90017  
(t) 213.687.1130  
(f) 213.687.1139  
Contact: Nami Han  
Email: [nhan@deanryan.com](mailto:nhan@deanryan.com)

**Fuscoe Engineering, Inc.**  
2850 Inland Empire Blvd. Suite B  
Ontario, CA 91764  
Phone: 909-581-0676 x 113  
Fax: 909-581-0696  
Kelly Granfield  
[kgranfield@fuscoe.com](mailto:kgranfield@fuscoe.com)

2/11/09

**ATHALYE CONSULTING ENGINEERING SERVICES, INC.**  
26457 Rancho Parkway South  
Lake Forest, CA 92630  
Phone: (949) 837-6749 X 113  
Fax: (949) 837-5128  
Cell: (949) 456-7318  
Email: [rfernandez@athalveinc.com](mailto:rfernandez@athalveinc.com)

2/11/09

**RBF Consulting**  
74-130 Country Club Dr. Ste 201  
Palm Desert, CA 92260  
PH 760 346-7481  
FX 760 346-8315  
Contact Person: Brad Mielke  
e-mail address: [bmielke@rbf.com](mailto:bmielke@rbf.com)

2/13/09

**A&E CONSULTANTS, INC.**  
Brea Park Centre  
2601 Saturn St., Suite 101  
Brea, California 92821  
(714) 528-9500  
(714) 528-9502 Fax  
Michael M. Kim  
[mkim@a-econsultants.com](mailto:mkim@a-econsultants.com)

2/13/09

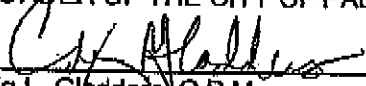
**CLE Engineering, Inc.**  
41601 Date Street  
Murrieta, CA 92562  
(951) 698-1830  
(951) 698-8656 fax  
Traci Evenhuis  
[tevenhuis@cleengineering.com](mailto:tevenhuis@cleengineering.com)

2/13/09

**VLG Engineering**  
23412 Moulton Parkway, Suite 240  
Laguna Hills, CA 92653  
vm 949 455 1559  
fax 949 455 1818  
Vickie L. Gray  
[vlgeng@aol.com](mailto:vlgeng@aol.com)

2/17/09

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

  
\_\_\_\_\_  
Craig L. Gladders, C.P.M.  
Procurement & Contracting Manager  
DATE: February 18, 2009

**ADDENDUM ACKNOWLEDGMENT:**

Proposer Firm Name: CNS Engineers, Inc.

Authorized Signature: 

Date: 2/27/2009

Acknowledgment of Receipt of Addendum 2 is required by signing and including the acknowledgment with your proposal. Failure to acknowledge this Addendum may result in your proposal being deemed non-responsive.



REQUEST FOR PROPOSAL (RFP 10-09)  
FOR  
PROFESSIONAL CIVIL ENGINEERING DESIGN SERVICES  
RAMON ROAD WIDENING  
SAN LUIS REY DRIVE TO LANDAU BOULEVARD

**ADDENDUM NO. 3**

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

THIS ADDENDUM 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.


**CLARIFICATION OF INSTRUCTIONS TO PROPOSERS:**

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

**RESPONSES TO QUESTIONS RECEIVED TO DATE:**

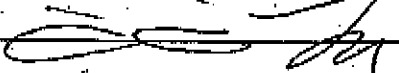
- Q 1: Clarification on the schedule. Is the City looking for the project schedule for just the consulting work proposed on the project or for the schedule from preliminary phase through design and construction?
- A 1: *The City requests a project schedule for just this phase of the project. A project schedule for the overall project that includes future phases (full PA/ED, PS&E, and construction) is not requested.*

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA:

  
\_\_\_\_\_  
Craig L. Gladders, C.P.M.  
Procurement & Contracting Manager  
DATE: February 20, 2009

**ADDENDUM ACKNOWLEDGMENT:**

Proposer Firm Name: CNS Engineers, Inc.

Authorized Signature: 

Date: 2/27/2009

Acknowledgment of Receipt of Addendum 3 is required by signing and including the acknowledgment with your proposal. Failure to acknowledge this Addendum may result in your proposal being deemed non-responsive.



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

Consultant's original Proposal follows this page.

February 27, 2009

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

**Subject: Widening of Ramon Road from San Luis Rey Drive to Landau Boulevard**

Dear Mr. Gladders and members of the consultant selection panel:

CNS Engineers, Inc. (CNS) is pleased to submit this proposal and respectfully request that you evaluate our proposal based upon the scope of services identified in the Request for Proposal for Professional Civil Engineering Design Services to prepare a Project Study Report (equivalent) to support a Highway Bridge Program (HBP) Funding Application for the widening of the Ramon Road between San Luis Rey Drive to Landau Boulevard in Cities of Palm Springs and Cathedral City. We recognize and fully understand the importance, and the need and purpose of the project. We are delighted to offer the City a thoughtfully composed team of firms and a commitment of our team key personnel to assist the City in "making it happen" efficiently, cost effectively, expeditiously and to the full satisfaction of City of Palm Springs.

CNS has completed many local river crossing projects which were fully funded by the federal Highway Bridge Program (HBP) in Southern California. Several of our projects are located in the Coachella Valley. As a matter of fact, our Project Manager – James Lu, worked for CalTrans District 7 Local Assistance for several years as a HBP project coordinator. James is familiar with the programming guidelines and project delivery requirements. Our exceptional technical expertise makes the CNS Team a perfect fit for developing funding documents that address technical mitigation issues, bring stakeholders together, and yield implementable results.

The CNS Team has augmented its capacities on this project with four highly qualified team members shown in the following table. We have worked with these firms before and can attest to the quality and timeliness of their work. Summary of the firms, their office location, and estimated percent of contract work are listed below:

Firm	Office Location	Estimated % of Work
CNS Engineers, Inc.	Riverside	47%
MSA Consulting, Inc.	Rancho Mirage	44%
Terra Nova Planning & Research, Inc.	Palm Springs	5%
Overland, Pacific & Cutler, Inc.	Palm Desert	4%

We have also added TKD Associates, Inc., Endo Engineering, Inc., AEI-CASC Consulting, Inc., and Converse Consultants, Inc. for optional tasks that may deemed necessary during the project development.

**Why Choose the CNS Team:** The CNS Team is essentially a right mix of civil / bridge engineers, right of way acquisition cost estimators, utility relocation coordinators, and environmental planners. Our team members were assembled based upon their expertise best matching the project's needs, and local project experience with cities in the Coachella Valley, and CalTrans District 8 Local Assistance. We bring the following unique qualification to this project:

- ❖ A highly qualified and experienced Project Manager who not only has extensive hands-on knowledge on bridge design to meet State and Federal safety standards, but also has served as a transportation engineer for CalTrans District Local Assistance.
- ❖ Extensive design experience for widening and new construction of river crossings.
- ❖ Experienced key staff involved in projects from large corridor-level tasks to local roadway improvements.

- ❖ Experienced key task leaders who fully understand the project issues, mitigation approach and are familiar with the project approval process. All task leaders were involved on channel and CalTrans District 8 projects in the past.
- ❖ Designated utility relocation coordinators.
- ❖ A team who is willing to go beyond the need to deliver the project.
- ❖ A team who has delivered similar projects adjacent to the project site.
- ❖ Depth of resources and committed staff to ensure successful project execution.

Serving as the Project Manager for this project, Mr. James Lu, PE, SE, will be the designated contact person for the City and will provide management, administration, funding assistance and technical bridge design efforts in coordination with the Cities of Palm Springs and Cathedral City, CalTrans District 8 and within the CNS Team. With over 18 years of highly successful bridge engineering experience on many major transportation projects, James will be a hands-on person in working with our team members. In the past projects, James has served as a Project Manager, Key Task Leader and Senior Bridge Engineer. We are confident in our capability to successfully undertake this assignment. To verify our experience and quality of work, we encourage you to contact the references provided in this proposal.

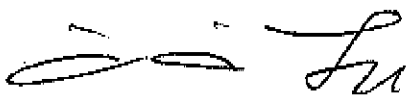
This proposal is arranged in the following sequence to ease the City's review process:

1. Cover Letter: 2 pages.
2. Section A – Information on the Firm: 2 pages. This section includes Proposed Team, and Firm Profile.
3. Section B – Key Personnel: 9 pages. This section includes The Project Manager, Key Project Engineers / Planners, Summary Table of Proposed Key Team Persons, Team Organization Chart, and Resumes.
4. Section C – Past Experience/References: 7 pages. This section includes Key Team Qualifications, Additional References, and Project Experience/References.
5. Section D – Understanding of Scope of Work and Work Proposal: 10 pages. This section includes Project Understanding and Technical Approach that discusses Project Need and Purpose, Roadway Constraints, Surveys/Base Mapping, Right of Way, Utility Identification and Relocation, Roadway Geometrics, Bridge and HBP Funding, Potential Environmental Issues; Technical Work Proposal (Scope of Work); and Estimated Project Schedule.

We guarantee that all contents of this work proposal and the separate cost proposal will be valid for a period of 90 calendars days from the due date of this proposal. We have reviewed the RFP and its attached sample agreement, and do not have any exceptions to its language. Our insurance policies meet or exceed the agreement's liability limits. Our deductible for Errors and Omission Insurance exceeds \$10,000. We have, however, contacted our insurance agent to reduce our deductible to \$10,000 when we have the opportunity to participate on this project.

We are proud to present this team of firms and staff to the City, and we look forward to the City's favorable review of our submittal and our participation in the next step of the selection process. Should you have any questions, please feel free to contact me at 951-687-1005 ext.11 or by e-mail at [james.lu@cnseng.com](mailto:james.lu@cnseng.com). I can also be reached at my cell phone number at 949-690-0089.

Sincerely,  
CNS Engineers, Inc.



James Lu, PE, SE  
Project Manager / Principal

**Section A: Information on the Firm**

Proposed Project Team CNS Team was formed with exceptionally qualified firms to undertake civil engineering services to develop a Project Study Report (PSR) that will lead to completion of a Highway Bridge Program (HBP) funding application. The proposed widening of the Ramon Road segment will generally include adding a third westbound lane between Landau Boulevard to San Luis Rey Drive, and adding a third eastbound lane from Crossley Road to Landau Boulevard. The proposed roadway improvements necessitate widening of the existing Whitewater River Bridge (State Bridge No. 56C0287) to accommodate a third westbound lane and a sidewalk on the north side of the bridge; a median; and a third eastbound lane and a sidewalk on the south side of the bridge. Detailed improvements are discussed in Section "D" – Understanding of Scope of Work and Work Proposal of this proposal.

CNS Engineers, Inc. (CNS) has hands-on experience in assisting local agencies in applying CalTrans-administrated Highway Bridge Program (HBP) fund in the past. For example, we recently helped City of Cathedral City develop a HBP scoping report and participated in preparation of a request for authorization for preliminary engineering to secure \$19.5 million of HBP fund to replace the Cathedral Canyon Drive Low Water Crossing with a new 645 feet long bridge; and submitted a HBP application to secure \$16.5 million of HBP fund to widen the Date Palm Drive Bridge from 4 lanes to 6 lanes. Both projects are located just immediate downstream of Whitewater River south of Ramon Road. In addition to working closely with Cities of Palm Springs and Cathedral City, this project requires close coordination with several utility agencies/owners, and various jurisdictional agencies/entities which include Riverside County Flood Control & Water Conservation District (RCFC&WCD), Coachella Valley Water District (CVWD) and Agua Caliente Band of Cahuilla Indians (ACBCI). Our team members and key staff are well known in similar kind of work to those agencies or entities, and have successfully delivered similar projects for the stakeholders.

Seven specialty sub-consultants including several local firms were selected to join our team based on their excellent reputation of delivering quality work, familiarity with local environmental constraints, knowledge of funding requirements including capability and experience of working with CalTrans District 8 Local Assistance and Structures Local Assistance in streamlining the process of new HBP applications, and request for change of project scope, cost and schedule during the project development. Our team sub-consultants and their key contact information are summarized in the following table:

Firm	Key Contact Information	Project Role
<b>CNS Engineers, Inc.</b> 10370 Hemet Street, Suite 340 Riverside, CA 92503	<b>James J. Lu, PE, SE</b> Phone: 951-687-1005 ext.11 Fax: 951-667-3387 Email: james.lu@cnseng.com	Prime Consultant, Project Management, Bridge Advance Planning Study, HBP Funding Application, and Coordination with CalTrans Local Assistance
<b>MSA Consulting, Inc.</b> 34-200 Bob Hope Drive Rancho Mirage, CA 92270	<b>Julian A. De La Torre, PE</b> Phone: 760-320-9811 Fax: 760-323-7893 Email: PSepulveda@msaconsultinginc.com	Surveying, Right of Way Research and Base Mapping, Utility Relocation Coordination, Roadway Geometrics, and Drainage
<b>Terra Nova Planning &amp; Research</b> 400 S. Farrell Drive, Suite B-205 Palm Springs, CA 92262	<b>John Criste, AICP</b> Phone: 760-320-9040 Fax: 760-322-2760 Email: jcriste@terranovaplanning.com	Preliminary Environmental Studies (PES)
<b>Overland, Pacific &amp; Cutler, Inc.</b> 4155 Cook Street, Suite 250 Palm Desert, CA 92211	<b>Brian Everett</b> Phone: 760-776-1238 Fax: 760-776-1636 Email: bEverett@opcservices.com	Right of Way Analysis and Cost Estimates
<b>The following firms will perform optional tasks deemed necessary during the project development.</b>		
<b>TKD Associates, Inc.</b> 71780 San Jacinto Drive, Suite F-2 Rancho Mirage, CA 92270	<b>Tom Doczi, RLA</b> Phone: 760-776-1751 Email: TDoczi@tkdinc.net	Preliminary Landscape Analysis
<b>Endo Engineering, Inc.</b> 28811 Woodcock Drive Laguna Niguel, CA 92677	<b>Gregory Endo, PE, TE</b> Phone: 949-362-0020 Email: endoengr@cox.net	Traffic Analysis Supports
<b>AEI-CASC Consulting, Inc.</b> 937 S. Via Lata, Suite 500 Colton, CA 92324	<b>Cezar Aguiar, PE</b> Phone: 909-783-0101 Email: caguiar@aei-casc.com	Preliminary Channel-Hydraulic Analysis

<b>Converse Consultants, Inc.</b> 10391 Corporate Drive Redlands, CA 92374	<b>Hashmi Quazi, Ph.D., PE, GE</b> Phone: 909-796-0544 Email: HQuazi@ConverseConsultants.com	Preliminary Bridge Foundation Report
--	--	--------------------------------------

Firm Profile CNS Engineers, Inc. (CNS), a California corporation established in 2001, is a consulting bridge engineering firm. The firm is located in the City of Riverside, and has currently employed six staff including three licensed senior bridge engineers. CNS has extensive experience in performing bridge planning study and preparation of final bridge PS&E. In addition to designing bridges, CNS provides assistance to Local Agencies in preparing funding documents to secure federal Highway Bridge Program (HBP) fund. CNS has been offering bridge engineering services for various public agencies in Southern California, which include County of Riverside Transportation Department, City of Cathedral City, Riverside County Transportation Commission, Port of Long Beach, City of Los Angeles, CalTrans, City of San Bernardino, City of Needles, and San Bernardino Associated Governments. CNS recently completed a 650 feet long river crossing project which is fully funded by HBP fund for the City of Los Angeles Bridge Program. In 2004, CNS assisted City of San Bernardino in developing a PSR and a programming document to secure \$22 million of HBP fund to replace a 1,100 feet long historic railroad overhead. In addition to local highway bridge projects, CNS participated on several major freeway improvement projects including SR-210/I-215 interchange in San Bernardino for SANBAG, Date Palm Drive / Palm Drive Overcrossing over I-10 in Riverside County, and widening of several overcrossings in City of Los Angeles. CNS has been constantly working with Caltrans HQ Structures Local Assistance (SLA) and Structure Maintenance & Investigations (SM&I) to obtain consensus in bridge design and funding requirements.

Our local key sub-consultant - MSA Consulting, Inc. (MSA), a California Corporation, is a multi-disciplinary Planning, Civil Engineering and Land Surveying firm providing professional services to public agencies and private development since 1976. Formerly known as Mainiero, Smith and Associates, located in Rancho Mirage, MSA is the Coachella Valley's largest locally owned, full-service planning and engineering company, serving clients throughout Southern California. MSA maintains high standards in work product. Included in the current staff of 41 are six registered civil engineers and land surveyors, both AICP and ICBO certifications. Over the past 32 years, MSA has successfully completed over 1,900 projects and studies, involving the planning, design, surveying or construction administration of public works, institutional, resort, or commercial developments. MSA prepared roadway improvements and widening of the Ramon Road from Gene Autry Trail to San Luis Rey Drive to the west approach of the Whitewater River Bridge.

CalTrans Local Program recommends a Project Study Report to include a Preliminary Environmental Analysis (CalTrans Local Assistance Procedures Manual Exhibit 6-A Preliminary Environmental Studies Form) to identify the potential presence of sensitive environmental resources within the project area, identify required technical studies, permits, and coordination with other agencies, and the type of environmental document that will be required as potential environmental issues will dramatically impact the project scope, cost and schedule. As such, we have added Terra Nova Planning & Research, Inc. (Terra Nova) to our team. Terra Nova, a Corporation, was founded in Palm Springs in July 1984 and has maintained its primary office in Palm Springs over the past 24 years. With nine staff including six full-time planners, Terra Nova has been providing land use and environmental planning services to the Coachella Valley and the region since 1984. The firm's experience includes assistance in environmental review and processing, preparation of General Plans and Specific Plans, and numerous planning and environmental projects for the US Bureau of Land Management (BLM) and other regulatory agencies. In addition to providing environmental analysis services in conjunction with the firm's municipal planning activities, Terra Nova has prepared a full range of environmental documents in compliance with the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). Terra Nova recently completed a Preliminary Environmental Study to support replacement of the Cathedral Canyon Drive Low Water Crossing for City of Cathedral City.

This project requires increase of traffic capacity from 4 lanes to 6 lanes. It obviously requires a traffic analysis to justify the project need and purpose. We understand that traffic volume of the General Plan Update can be used to justify a six-lane arterial for the Ramon Road. We have included Endo Engineering, Inc. for any optional tasks deemed necessary in the project development. Endo Engineering has completed numerous traffic studies for City of Palm Springs, including 2007 General Plan Update Intersection Analysis. In addition, we added TKD Associates, Inc. (TKD) to the team because TKD has recently done conceptual landscape study including bridge aesthetics for the Ramon Road Corridor for City of Cathedral City.

## Section B: Key Personnel

**The Project Manager** Key to the success of the project is the leadership and management provided by our Project Manager and his team. **Mr. James Lu** of CNS Engineers, Inc. is the ideal candidate to lead this project because of his commitment to the project; his availability; his long presence in the Inland Empire; his 18 years of outstanding bridge design experience; his successful track record of project delivery with City of Cathedral City, CalTrans District 8 Local Assistance, CalTrans Structures Local Assistance, Riverside County Transportation Commission, Riverside County Transportation Department, City of Los Angeles Bridge Program, and various local agencies in Southern California; his past project management experience with Caltrans District Local Assistance. James physically worked for CalTrans District 7 Local Assistance as a HBP coordinator for several years, and has helped several cities program many bridge projects in the past. James has worked with CalTrans District 8 Local Assistance to secure HBP fund for more than four major bridges with an average bridge cost of more than \$20 million in the Inland Empire. In addition to the Cathedral Canyon Drive Low Water Crossing Replacement Project and widening of the Date Palm Drive Bridge at the Whitewater River, James has successfully managed planning and design of many river crossing projects in Southern California. James' past example bridge projects also include several major freeway bridges on the SR-210/I-215 Interchange, three complex railroad structures over waterways on Alameda Railroad Corridor by serving as a project manager. James is a proactive and highly involved project manager who will be essentially engaged in all disciplines of the project from the day one. He has been involved on many local bridge and transportation projects in planning, environmental and final design phases, and in developing funding / programming documents.

**Key Project Engineers / Planners** The key task leaders identified in the summary table and organization chart below are fully committed. They will not be replaced without concurrence from the City. All our task leaders have extensive experience on similar projects to the Ramon Road Widening Project. They will get involved and play an active role in the proposed project.

Our overall roadway task manager will be **Mr. Julian A. De La Torre** of MSA. Mr. De La Torre has over 25 years of experience as a senior engineer and project manager. His leadership skills have been displayed on a wide variety of projects including the following roadway improvement projects: Gene Autry Trail (State Route 111 – District 8) Street Improvement Plans in the City of Palm Springs, Ramon Road Street Improvement in the City of Cathedral City, and Farrell Drive Street Improvements in the City of Palm Springs. Mr. De La Torre will be supported by **Mr. Paul Sepulveda** who has been on transportation projects in the Coachella Valley since 1978. Mr. Sepulveda's roadway design expertise has been demonstrated in such projects as the State Highway 111 Improvements in Cathedral City and Palm Springs, Gene Autry Trail Widening Project including left and right turn pockets and signalization plans processed through Caltrans District 8, and the Ramon Road Widening related to the Lowe's Palm Springs Project.

Issues associated with roadway geometric design are always linked to right of way takes and utilities relocation. Mr. Sepulveda will be supported by **Mr. Charles Harris** of MSA for the task of Surveying and Base Mapping, and **Mr. Brian Everett** of Overland, Pacific & Cutler for Right of Way Acquisition/Easement Cost Estimates. Mr. Harris' expertise in surveying and mapping, along with his leadership skills, has earned MSA a solid reputation as the Valley's leading land surveyors. His extensive experience on boundary and topographic surveys for right of way projects is exemplified in projects such as the Jefferson Street Widening and Road Improvements, Mid-Valley Parkway and Bridge in both Palm Springs and Cathedral City, the Avenue 52 Bridge and Road Improvements in Coachella, State Highway 111 Widening Project in Cathedral City, and the surveying required for the PSR for Dillon Road Interchanges at Interstate 10 and State Route 86. In addition, the roadway geometric design team will be supported by **Mr. Jack Fox** of MSA for utilities identification and relocation coordination. Since joining MSA, Mr. Fox serves as the Director of Utilities providing everything related to dry utilities from basic utility research, design coordination, electronic base plans, cost estimating, and on-site construction supervision for projects of various complexities. Critical to meeting deadlines, Mr. Fox has an excellent working relationship with all the local public utility agencies and owners. Mr. Fox is often called upon for value engineered solutions and cost saving alternatives to utility related issues including conflicts and needed undergrounding or utility relocations.

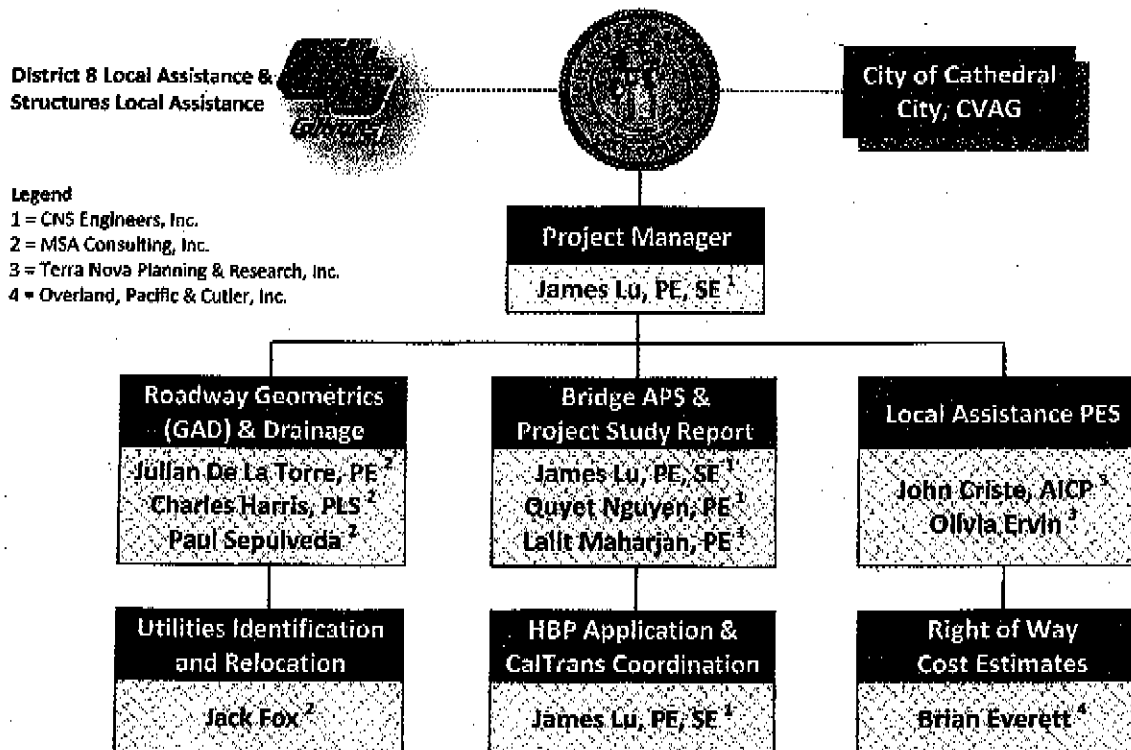
One critical aspect of planning studies is to identify environmental constraints so that there will be no "surprises" that will negatively impact the project scope, cost and schedule in the future phases. **Mr. John Criste** of Terra Nova will prepare draft Preliminary Environmental Studies (Local Assistance PES) to support the PSR. Mr. Criste has more

than twenty years experience in environmental assessment and impact analysis. His experience covers all aspects of the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA) and the preparation of associated public documents. Mr. Criste and his staff – Ms. Olivia Ervin recently developed PES and APE to support a HBP scoping document and request for authorization for preliminary engineering for the Cathedral Canyon Drive Low Water Crossing Replacement Project for City of Cathedral City.

Credentials of key team persons are summarized in the following table:

Name and Role	Firm	Years of Experience	Licenses / Certificates	Education	River Crossing Experience	Caltrans Dist. 8 Experience
Mr. James Lu Project Manager & Lead Bridge Engineer	CNS	18	PE, SE	BS, MS	Yes	Yes
Mr. Quyet Nguyen Senior Bridge Engineer	CNS	11	PE	BS, MS	Yes	Yes
Mr. Julian De La Torre Roadway Task Manager	MSA	25	PE	BS	Yes	Yes
Mr. Paul Sepulveda Senior Roadway/Drainage Engineer	MSA	35	Certificates	AS	Yes	Yes
Mr. Charles Harris Lead Engineer for Surveying and Base Mapping	MSA	35	PLS	AS	Yes	Yes
Mr. Jack Fox Utilities Identification and Relocation	MSA	10	Certificates	AS	Yes	Yes
Mr. John Criste Local Assistance PES	Terra Nova	23	AICP	BA	Yes	Yes
Ms. Olivia Ervin Local Assistance PES	Terra Nova	6	Certificates	BS	Yes	Yes
Mr. Brian Everett Right of Way Cost Estimates	OPC	22	Real Estate Broker	BS, MS	Yes	Yes

### Team Organization Chart

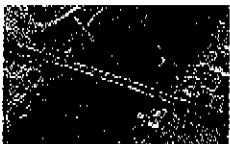
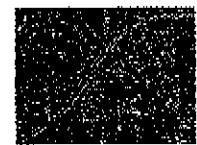
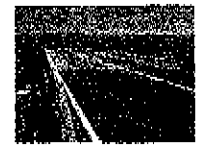
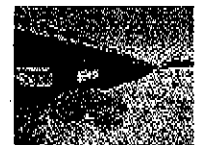


Resumes Detailed resumes for the key persons are included in the following pages:

**James J. Lu, PE, SE – Project Manager & Lead Bridge Engineer:** Mr. Lu has dedicated more than 18 years of his career solely in bridge engineering. James also worked for Caltrans District 7 Local Assistance for several years as a Highway Bridge Program (HBP) coordinator. In addition to experience in funding and programming, James' professional design experience includes planning and design of highway, railroad and pedestrian bridges, and non-standard earth retaining structures. Representative prior projects completed by James include:

*Years of Experience: 18*  
*Education: MS, Structural Engineering, UC-Berkeley, 1990; BS, Civil Engineering, National Taiwan University, 1987*  
*Professional Registration: Civil Engineer, CA (#C49364), Structural Engineer, CA (#S4027)*

- **Cathedral Canyon Drive Low Water Crossing Replacement; City of Cathedral City, CA:** Project Manager responsible for conducting a planning study and preparing HBP funding document, and leading future project phases to replace a low water crossing with a new bridge at the Whitewater River. The project was recently authorized by CalTrans to proceed with environmental clearance and final design. The proposed new bridge will be about 645 feet long to accommodate 100-Year Flood and CVWD's Standard Project Flood. The total project cost is about \$21 million.
- **Widening of Date Palm Drive Bridge at the Whitewater River; City of Cathedral City, CA:** Project Manager responsible for preparing a HBP funding application to widen the bridge from 4 to 6 lanes. The funding application was recently submitted to CalTrans District 8 Local Assistance on December 2008, and is in review process by Structures Local Assistance and HQ Local Program for programming. The total project cost is about \$18 million.
- **Mount Vernon Avenue Overhead Bridge Replacement; San Bernardino, CA:** Project Engineer responsible for performing a bridge study to replace a 1,100 feet long historic steel bridge across a BNSF Railway yard. In addition to developing a bridge study report to replace the bridge, James was also responsible for preparing a HBP re-programming document to request for change of project scope, cost and schedule to secure \$25 million of HBP fund.
- **Date Palm Drive / Palm Drive Overcrossings; Palm Springs and Cathedral City, CA:** Project Engineer for two freeway interchange projects which include final design for replacement of one 2-span overcrossing and widening of one 4-span bridge over I-10. Both projects include converting the existing tight diamond interchange into a partial cloverleaf interchange. Both bridges will be widened from 4 to 6 lanes. The project construction cost is about \$60 million.
- **Foothill Blvd. Bridge over North Big Tujunga Wash; Los Angeles, CA:** Project Manager responsible for final design of a 12-span, 650 feet long river crossing. Features of the HBP-funded project include bridge widening, complete superstructure replacement, seismic retrofitting, architectural enhancements and channel improvements. The project construction cost is about \$9.0 million. In addition to this project, James also provided services in streamlining HBP funding issues with CalTrans Local Assistance on several other City bridges.
- **SR-210 / I-215 Interchange; San Bernardino, CA:** Bridge Project Engineer responsible for an approximately \$50 million SANBAG project which includes final design of interchange improvements with several major bridges. Earthquake fault rupture discovered in the geotechnical trenching investigations was a key design challenge. Design includes coordination with BNSF Railway for special falsework to accommodate several live tracks.
- **I-10 Median Lane Addition PS&E; Redlands, CA:** Project Engineer responsible for final PS&E for widening of 11 freeway bridges. James delivered the bridge type selection for Caltrans' approval in an accelerated 3-month schedule. The project has been recently constructed.
- **North Main Street Bridge over Los Angeles River; Los Angeles, CA:** Senior Bridge Engineer responsible for specifications, structural design check and quality control review for seismic retrofit of a historic arch bridge over Los Angeles River. The HBP-funded Bridge consists of complex structural elements, including arch-rib spans, spandrel columns and slab filled with earth for roadway pavement.



- **CA I-40/AZ SR-95 Connector; Needles, CA:** Bridge Project Engineer responsible for bridge advance planning study for widening of a 6 miles local roadway connector that links CA I-40 and AZ SR-95. The project requires close coordination with CalTrans Dist. 8 Local Assistance and BNSF Railway for scoping. The structure scope includes

City of Palm Springs



widening of the Colorado River Bridge and the Broadway Overhead over three BNSF Railway tracks. HBP fund is being pursued for the bridge work. The project includes PA&ED and PS&E.

- **SR-91/SR-57 Interchange Improvements; Orange County, CA:** Senior Bridge Engineer responsible for the design of a 25-span, 4,000 feet long, single-column-bent High Occupancy Vehicle (HOV) Connector in this \$53 million major interchange project. The project includes several new overcrossings.



**Quyet T. Nguyen, PE – Senior Bridge Engineer:** Mr. Nguyen is specialized in the design of long-span river crossings. He has been involved in various phases of the project development. Quyet’s professional bridge design experience includes rehabilitation of existing steel truss bridges, new segmental bridges using incremental launching and balanced cantilever construction methods, and cast-in-place or pre-cast pre-stressed concrete girders. Quyet has dedicated the last four years of his career in bridge seismic design. Representative prior projects completed by Quyet include:

*Years of Experience: 11*  
*Education: MS, Structural Engineering, University of Southern California, 2005;*  
*BS, Bridge and Tunnel Engineering, Ha Noi University, Vietnam, 1996.*  
*Professional Registration: Civil Engineer, CA (#C71743)*

- **SR-91 Corridor Improvements, Cities of Riverside and Corona, CA:** Senior Bridge Engineer responsible for preparing bridge advance planning studies for several new freeway connectors and widening of a complex overhead over BNSF Railway and Temescal Wash. The Project will widen SR-91 from the Riverside/Orange County border line to Pierce Street in City of Riverside. The project construction cost is about \$1.3 billion.
- **North Spring Street Bridge over Los Angeles River, Los Angeles, CA:** Project Engineer responsible for seismic retrofit evaluation and design of a historic arch bridge which carries traffic over the Los Angeles River, BNSF Railway and UPRR Railroad tracks. The project is fully funded by HBP fund. The seismic evaluation of the existing bridge requires complex non-linear dynamic analysis. The project includes widening on both sides of the bridge. The project construction cost is estimated at \$40 million.
- **Cathedral Canyon Drive Low Water Crossing Replacement, City of Cathedral City, CA:** Project Engineer responsible for preparing a bridge advance planning study to replace a low water crossing with a new bridge at the Whitewater River. The project was recently authorized by CalTrans District 8 Local Assistance to proceed with environmental clearance and final design. The proposed new bridge will be about 645 feet long to accommodate 100-Year Flood and CVWD’s Standard Project Flood. The total project cost is about \$21 million.
- **Date Palm Drive / Palm Drive Interchanges, Palm Springs and Cathedral City, CA:** Design Engineer responsible for two overcrossings which include preparation of final PS&E for replacement of one 2-span overcrossing and widening of one 4-span bridge over I-10. The project construction cost is estimated at \$60 million.
- **Widening of Fifth Avenue UC on Route 210, Los Angeles, CA:** Project Engineer for final design of an undercrossing widening on State Route 210. The project includes adding a masonry sound wall on the bridge and implementation of special steel-through girder falsework to accommodate the existing tight vertical clearances. The project cost is estimated at \$2.5 million.
- **Widening of Overland Avenue Overcrossing over I-10, Los Angeles, CA:** Design Engineer for widening of a 4-span OC over I-10 in the City of Los Angeles. The bridge design requires complex computer dynamic modeling. Staging is required to maintain the existing local traffic during the construction. Estimated project cost is \$6.0 million.
- **Cam Le Bridge, Da Nang, Vietnam, Ministry of Transportation and Communication:** Project Engineer responsible for design and construction supports for a new \$14.2 million river crossing. This continuous 8-span bridge is about 1,600 feet long. The superstructure consists of pre-stressed post-tensioned concrete segments built by a balanced cantilever technology.



**Julian A. De La Torre, PE – Roadway Task Manager:** Mr. De La Torre has twenty-five years of experience in civil engineering. He has served as Project Engineer, Project Manager and Resident Engineer for a wide variety of public and private projects. Mr. De La Torre typically is responsible for the design of street improvement plans, water, storm drain and sewer systems, grading plans, and the preparation of hydrology reports. As a registered civil engineer in California, Mr. De La Torre has utilized his expertise in roadway design and flood control design serving as Project Engineer and Project Manager for the widening of one mile of Fred Waring Drive in Indio, the 1,200-home Escena project in Palm Springs, and the 70,000 square foot Arrowhead Water bottling facility in Cabazon. Additional representative prior projects completed by Julian include:

*Years of Experience: 25*  
*Education: BS, Civil Engineering, University of California – Los Angeles, 1983*  
*Professional Registration: Civil Engineer, CA (#C43880)*

- **Fred Waring Drive Improvements, Indio, CA:** Project Engineer responsible for widening of approximately one-mile of Fred Waring Drive east of Jefferson Street in the City of Indio. The project included intersection modifications at Jefferson Street and the expansion of the bridge across the All-American Canal.
- **Palm Desert Greens Street Repair and Drainage Study; County of Riverside, CA:** Project Engineer responsible for the analysis of existing street and drainage conditions. The project included the redesign, removal and replacement of concrete curbs, cross gutters and asphalt paving.
- **Street and Storm Drain Improvements; Indian Wells, CA:** Project Designer responsible for the widening of main arterial streets and the installation of storm drains in the City of Indian Wells. The project included the design of curb and drainage improvements in coordination with existing structures and utilities.
- **Jefferson Street Phase I Improvements; City of La Quinta, CA:** Project Engineer responsible for the design of utility relocations, primarily irrigation distribution facilities, within the Jefferson Street right of way. Assisted with the design of the new L-3 Irrigation Pump Station for the Coachella Valley Water District to allow for street widening project.
- **Desert Willow; Palm Desert, CA:** Project Engineer responsible for water, sewer and storm drain systems for the mixed use destination resort with golf courses, clubhouse, timeshare, hotel and conference center site.
- **Trilogy at La Quinta; La Quinta, CA:** Project Engineer responsible for design of street, water, sewer, storm drain and hydrology for the 18-hole golf course and single-family home Active Adult Community project.
- **La Pasada; Cathedral City, CA:** Project Engineer responsible for street, water, sewer, and hydrology for a multi-phased, single-family subdivision.
- **Lennar Homes; Palm Springs, CA:** Project Manager responsible for the 18-hole golf course and 1,450 residential unit project, supervising street design, water, sewer, storm drain, and grading for the project.

**Paul R. Sepulveda – Senior Roadway/Drainage Engineer:** Mr. Sepulveda has been responsible for the design and processing of many public works and private land development projects in Southern California. He not only has extensive experience in the preparation of Grading, Street, Sewer, Water and Storm Drain Improvement Plans, but also in the approval process with various cities and agencies in the area. Mr. Sepulveda's experience also extends to construction support and utility company requirements for commercial land developments, together with the design of water and wastewater treatment facilities, wastewater pumping stations and water supply systems. Representative prior projects completed by Paul include:

*Years of Experience: 37*  
*Education: AS, Civil Engineering, West Hills College, 1978; Vango Computer Aided Geometric Design, University of California – Irvine, 1987; Hydraulic Certification, California Water Pollution Control Association, 1979*

- **Farrell Drive Realignment; City of Palm Springs, CA:** Production Manager in charge of design and plan preparation for the realignment of one mile section of Farrell Drive to accommodate the Palm Springs Regional Airport runway expansion project.
- **Lowe's Home Improvement; Palm Springs, CA:** Production Manager in responsible charge for providing the civil engineering design and plan preparation for the Lowe's HIW on the southwest corner of Ramon Road and San Luis Rey in the City of Palm Springs. Services included design and plan preparation for both on-site and off-site improvements and the widening of Ramon Road from Gene Autry Trail to San Luis Rey Drive.
- **Gene Autry Trail (Highway 111), Palm Springs Classic; Palm Springs, CA:** Production Manager in charge of design and plan preparation for the widening of Gene Autry Trail including left and right turn pockets and signalization plans processed through California Department of Transportation.

- **Fred Waring Drive; City of Indio, CA:** Production Manager in charge of design and plan preparation for the widening of one mile of Fred Waring Drive including signalization and bridge widening plans.
- **State Highway 111 Improvements; Cathedral City, CA:** Production Manager for the preparation of street improvement plans for the widening of one mile of State Highway 111 in Cathedral City.
- **Coachella Valley Water District; New Satellite Facility, Palm Desert, CA:** Production Manager in charge of all site improvement plans for the new \$5 million CVWD satellite offices in Palm Desert.
- **Adams Street; City of La Quinta, CA:** Production Manager in charge of design and plan preparation for the paving of 1 mile section of Adams Street including striping plans.
- **Escena; Palm Springs, CA:** Production Manager in charge of design and plan preparation for 18-hole golf course, hotel site, maintenance yard and 500-unit timeshare resort.
- **Desert Willow; Palm Desert, CA:** Production Manager in charge of design and plan preparation for the mixed use destination resort with two championship golf courses, clubhouse, timeshare, hotel and conference center sites.
- **Lennar Homes, Heritage Palms; Indio, CA:** Production Manager in charge of design and plan preparation for the Heritage Palms retirement community in Indio consisting of 1,300 home subdivision, 18-hole golf course, clubhouse, and maintenance yard. Managed production of civil drawings for over 35,000 linear feet of water, sewer and street improvements.
- **Trilogy at La Quinta, Active Adult Community; La Quinta, CA:** Production Manager responsible for major civil engineering design of on-site and off-site improvements for 1,200 home Active Adult Community and golf course project. Site work includes all roads, utilities, and support infrastructure for clubhouse, amenity center, maintenance facility as well as seven residential phases.

**Charles R. Harris, PLS – Lead Engineer for Surveying and Base Mapping:** Mr. Harris has been a surveyor for over 35 years, 26 years in the Coachella Valley. Since joining MSA, in 1983, he has supervised the surveying of the field crews and preparation of Tentative and Final maps, A.L.T.A. surveys and Records of Survey for both public agencies and private industry clients. He has strong working knowledge of the Subdivision Map Act, ACSM A.L.T.A. standard requirements, boundary and topographic (photogrammetric and field data collector) surveying, A.L.T.A. surveys and construction staking, including extensive experience on road and highway projects and right-of-way engineering. Representative prior projects completed by Charles include:

*Years of Experience: 35*  
*Education: AS, Civil Engineering,*  
*Riverside Community College, 1981*  
*Certificates: State Plane Co-Ordinates,*  
*ALTA Surveys, Astronomical Observations,*  
*and Subdivision Map Act*  
*Professional Registration: Land Surveyor,*  
*CA (PLS1989)*

- **State Highway 111 Widening; Cathedral City, CA:** Supervision of the design surveys for a one-half mile stretch of State Highway 111 in the Tramview area of Cathedral City. Completed all field cross-sections, utility survey and topographic mapping for project design, which was approved by Caltrans District 8.
- **Jefferson Street Widening and Road Improvements.** Supervised the right of way and utilities research, Utility locations and aerial mapping for the 7 mile length of Jefferson Street. Prepared right of way constraints map of existing conditions. For 4 mile length of Phase 1, performed street cross sections and prepared legals and exhibits for right of way acquisition.
- **Mid Valley Parkway; Palm Springs/Cathedral City:** Supervised the right of way and utilities research, field cross-sections, and aerial mapping of Phase I Mid Valley Parkway, a 1200 foot curved bridge and 1-1/2 mile street construction project.
- **Avenue 52 Bridge and Road Improvements; Coachella, CA:** Supervised the right-of-way research, design surveys, field cross-sections and aerial topographic surveys for a new bridge crossing the Coachella Valley Stormwater Channel in Coachella, California. Project was expanded to include over 1 mile of Avenue 52 improvements, including widening and intersection improvements.
- **Fred Waring Drive Improvements; Indio, CA:** Supervised the design surveys, field cross-sections and aerial topographic surveys for a 4,800 l.f. section of Fred Waring Drive between Jefferson Street and Madison Street in the City of Indio. The project includes the expansion of the existing bridge over the All-American Canal and reconstruction of the Jefferson Street/Fred Waring Drive intersection.
- **Farrell Drive Realignment; Palm Springs, CA:** Supervised right of way and utility research, aerial mapping, field cross-sections of 3/4 mile arterial road re-alignment.
- **Coachella Valley Water District Mid-Valley Reclamation Plant Force Main:** Supervised the right of way research,

the control for aerial mapping and construction of 17-mile transmission main. Levels were run through existing bench marks and new bench marks were established for construction at ¼ mile intervals.

- **Lowe's Home Improvement; Palm Springs, CA:** Supervised the survey services and construction staking for the Lowe's HIW on the southwest corner of Ramon Road and San Luis Rey in the City of Palm Springs. Services included preparation of legal descriptions and plats for BIA dedications of Indian right of way for street, sewer and water purposes on Ramon, San Luis Rey and Gene Autry Trail. Also included performing title review of BIA Title Status Reports and plotting of existing easements over the parcels in question. Construction staking included onsite construction of the Lowes building and parking lot with all utilities, retention areas, and storm drain, as well as the offsite street improvements for the widening of above mentioned streets along the project frontage.

**Jack P. Fox – Utilities Manager:** Mr. Fox joined MSA in 1999 with an array of prior construction related experiences least of which was as owner for eight years of a 5 million a year home improvement company based in Orange County, California. Upon relocating to the Coachella Valley, Mr. Fox worked as an estimating manager and crew leader for a low voltage communications company providing installation of backbone telephone, high speed data, CATV and security systems. Mr. Fox assumed a variety of roles including management of the utilities group upon coming to MSA. His related responsibilities include preparation of electronic base plans, design coordination services and on-site construction supervision for projects of various complexities. Additionally, Mr. Fox performs cost estimating, provides/prepares utility conflict studies and performs the resulting relocation coordination and coordination of potholing. He has an excellent working relationship with all the local public utility agencies and is active in the local Building Industry Association where he has served as Chairman of the Membership Committee.

*Years of Experience: 10*  
*Education: AS: Engineering, Fullerton*  
*College*

All relevant experience listed includes coordination efforts with multiple agencies to either relocate existing utilities or design new utility infrastructure. Coordination includes both the design and construction process as requested and needed to complete the project.

- **Trilogy at La Quinta, Shea Homes; La Quinta, CA:** Served as the assistant to owner's representative/site superintendent for a 600-acre project with 1,200 homesites and an 18-hole championship golf course.
- **Talavera, D.R. Horton; Indio, CA:** In responsible charge of all utility research, design, and coordination efforts for an 820-lot single family subdivision project. Provided all coordination services from conceptual design of dry utilities to energizing the systems. Served as the coordinator between development ownership, construction and public utility agencies.
- **The Gallery, Ponderosa Homes; Palm Desert, CA:** In responsible charge of all utility research, dry utility design and coordination efforts for this 239 unit single family residential project. As typical with all utility coordination projects provided coordination between ownership, construction, and all public agencies.
- **Enclave at Sunrise, Bayshore Development; Palm Springs, CA:** In responsible charge of all utility research, dry utility design and coordination efforts for this 52 unit single family residential project. Coordination efforts included the relocation of Verizon cross connect box and lowering of an existing Verizon vault.
- **Assessment District, City of Palm Desert; Palm Desert, CA:** In responsible charge of all utility research and the creation of an existing utility base plan in AutoCAD format for the Assessment District on the South ½ of Section 29 at Monterey, Gerald Ford, Portola and 35<sup>th</sup> Avenue in Palm Desert. Coordinated the relocation of 1 ½ miles of SCE 115kv overhead Transmission line.
- **Travertine Point, Black Emerald Properties; Oasis, CA:** In responsible charge of all utility research and coordination efforts for a 2,500± acre site. Performed utility research and photo documented and cataloged the entire 2,500 acres. Created electronic base maps and prepared master BOR Irrigation plan. Worked with Imperial Irrigation District to provide the basis for a major upgrading of their transmission infrastructure system to bring power to this site and beyond.
- **Enterprise Way Infrastructure Improvement Project, City of Coachella, CA:** In responsible charge of all utility research and coordination efforts for the design and coordination of approximately 4,500 feet of new joint utility trench. Prepared bid and specification documents to EDA compliance

**John D. Criste, AICP – Senior Environmental Planner:** Mr. Criste has more than twenty years experience in land use, urban and regional planning, energy development management and impact analysis, environmental assessment and impact analysis, land use feasibility and market analysis. He also has extensive experience in public policy planning regarding land use and environmental issues on county, state and federal levels. On numerous occasions he has served as a guest speaker at U.S. Department of Energy conferences on the environmental and socio-economic impacts of decentralized power generation systems. His experience covers all aspects of the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA) and public documents required by same.

*Years of Experience: 23*  
*Education: BA, Architectural History, Pennsylvania State University*  
*Professional Registration: American Institute of Certified Planner Planning (AICP, #6672)*

Since founding Terra Nova, Mr. Criste has provided environmental analysis on such projects as: General Plans and environmental impact reports (EIR) for the Cities of Rancho Mirage, Blythe, Yucca Valley and Desert Hot Springs; EIRs on 1,500 room hotel project, 2,200 acre Rancho Royale Specific Plan; CEQA/NEPA EIR/EIS for the 17 mile Mid-Valley Stormwater Channel; Ecosystem Management Plan and NEPA EA for the 17,000 acre Dos Palmas ACEC. Other projects have include an EIR for a 15 MWe windpark development in the San Gorgonio Pass, an 8,700 acre annexation EIR, a commercial Specific Plan and environmental impact report on a 120 acre commercial/resort complex, and a 60 acre retirement village. Most recently, Mr. Criste was the principal planner in charge of the preparation of the comprehensive update of the General Plan and EIR for the City of Rancho Mirage.

As an Associate Planner for Riverside County, California, Mr. Criste's responsibilities included such projects as the San Gorgonio Wind Resource Study team (EIR/EIS#158), and the processing of the first windpark development permits in the San Gorgonio Pass. He was project planner for the 2,000 acre Tesoro Resort Development Specific Plan, and also served as County Representative to the Coachella Valley Association of Governments (CVAG) Technical Planning Committee. He served as Chairman of the Pennsylvania Governor's Energy Curriculum Task Force. Most recently, Mr. Criste has served as an expert witness in land use and environmental planning suits in state and federal courts.

Mr. Criste holds a Bachelor of Arts degree in Architectural History from Pennsylvania State University. He has been certified by the American Institute of Certified Planners (AICP, # 6672), is an associate member of the American Institute of Architects and is a member of the American Architectural Foundation. He is also a member of the American Planning Association (APA), the Association of Environmental Professionals (AEP), the American Farmland Trust, an Associate Member of the Institute of Transportation Engineers and is an Associate Member of the Urban Land Institute and the steering committee of the ULI Desert District.

Representative prior or on-going projects involved by John include: *Crest Golf Club & Residential Village EIR & COE 404 Permit; Ritz-Carlton Golf Course Supplemental EIR & Permitting; Cathedral City Downtown Precise Plan EIR; CEQA & NEPA Compliant EIR/EIS for the Coachella Valley Multiple Species Habitat Conservation Plan; Cal-State San Bernardino/Coachella Valley Campus Environmental Impact Report; City of Anaheim: Katella Boulevard Corridor Environmental Assessments; NEPA Environmental Review Services / State Highway 86 Re-alignment; Thousand Palms Flood Control Project; Mid-Valley Stormwater Channel Environmental Impact Report; Pacific Golf Resorts/Rancho Portola Environmental Impact Report; NEPA EA for Water Treatment Plant; Sewage Treatment Facilities Environmental Assessment; City of Banning General Plan, Zoning Ordinance & EIR; City of Rancho Mirage General Plan & EIR; City of Cathedral City General Plan & EIR; City of La Quinta General Plan & EIR; City of Palm Desert General Plan & EIR; City of Desert Hot Springs General Plan & EIR; Town of Yucca Valley General Plan, Development Code.*

**John D. Criste, AICP – Associate Environmental Planner:** Ms. Ervin has been a member of the Terra Nova team since early 2007. Since that time she has been involved in a number of projects in the Coachella Valley, including the preparation of CEQA Initial Studies, Specific Plans, and General Plan level EIRs.

*Years of Experience: 5*  
*Education: BA, Environmental and Resource Science, UC-Davis*

She is a highly valued team player and brings her substantial quantitative analysis capabilities to air quality analysis, water supply/demand modeling and other statistical and quantitative analysis. Most recently, Ms. Ervin has developed analysis on greenhouse gas (GHG) regulations, climate change science, impact analysis and mitigation strategies.

Ms. Ervin has also helped prepare several Water Supply Assessments and Water Supply Verifications (WSA). She is currently applying the Panorama Specific Plan WSA template, recently prepared by Terra Nova and approved by the Coachella Valley Water District, to several WSAs under development within the CVWD service district. Ms. Ervin has project planner responsibility for the Caltrans CEQA review and processing for several roadway projects, including the Ramon Road Improvement project and the Cathedral Canyon/Whitewater River Bridge project. She is also an active member of the Terra Nova team preparing the Town of Apple Valley General Plan and EIR.

Prior to joining Terra Nova, Ms. Ervin was a research specialist for the Department of Plant Science at UC Davis, where she conducted population level community analysis research. Additionally, she served as an assistant researcher for a Plant Physiology Laboratory where she collected data and ran analysis in order to quantify gene expression in response to various levels of drought. Ms. Ervin graduated from the University of California, Davis with a Bachelor's degree in Environmental and Resource Science from the Department of Land, Air and Water Resources. This multidisciplinary program emphasized biological, chemical, and physical features of environmental resources, as well as the economic and social considerations associated with their use, conservation, protection, and management.

**Brian Everett – Right of Way Cost Estimates:** Since 1986, Mr. Everett has been involved in virtually every aspect of real estate consulting pertaining to right of way and real property acquisition, relocation assistance and property management services. His experience includes program and project management for redevelopment and community development, school district, public improvement, transportation agency and private engineering firm projects. Mr. Everett has provided program management, including appraisal, title, escrow, acquisition and relocation assistance activities for numerous transportation projects. For the City of Oxnard's Rice Avenue Interchange Realignment Project, Mr. Everett directed the activities for 56 mixed-use, full- and part-take acquisitions, 30 homeowner and tenant relocations and 18 business and non-profit organizations relocations. Mr. Everett managed the City of Glendale's State Route 134 Freeway Realignment Project, which involved 8 complex industrial part-take acquisitions and the City of Montclair's Grade Separation Project that involved 23 full- and part-take acquisitions. Additionally, while with the County of Los Angeles, Mr. Everett was responsible for the oversight of the Alameda Corridor Project and its impacts to the County of Los Angeles including various grade separation projects. Representative prior projects involved by Brian include:

*Years of Experience: 22*  
*Education: MA, Arts in Economics, California State University, Los Angeles; BA, Arts in Economics, California State University, Northridge*  
*Professional Registration: Real Estate Broker*

- **Rice Avenue Interchange Realignment Project, City of Oxnard, CA:** For a new off-ramp at Rice Avenue off the 101 Freeway, Mr. Everett directed the activities for 56 mixed-use, full and part-take acquisitions, 30 homeowner and tenant relocations and 18 business and non-profit organizations relocations. OPC's services included appraisals (property/goodwill/F&E/review), title coordination, escrow coordination, acquisition, relocation, demolition and excess property disposition. Challenges included 18 very low cost mobile home relocations and a number of businesses with frontage along the 101 Freeway. An additional challenge to the project was contamination in part of the subject site, which was not discovered in the early stages of due diligence.
- **State Route 134 Freeway Realignment Project City of Glendale – Glendale & Los Angeles, CA:** Under the supervision of Caltrans, OPC provided turn-key services, including appraisal, acquisition, right-of-way engineering, project management and eminent domain support. Mr. Everett managed the project, which involved 8 complex industrial part-take acquisitions. This unique project required major takes from not only Glendale but Los Angeles city departments including flood control and railroad, affecting the Griffith Park Trust.
- **Monte Vista Grade Separation, City of Montclair, CA:** Mr. Everett manages the City of Montclair's Monte Vista Grade Separation Project which involves 17 parcels, including 5 full-take and 12 partial-take acquisitions. Additional services provided include 3 business relocations, appraisal and escrow coordination.

**Section C: Past Experience/References**

**Key Technical Qualifications** CNS has delivered planning and/or final design of many river crossing projects similar to the Ramon Road Bridge in Southern California. In addition, CNS has helped local agencies including City of Cathedral City prepare HBP funding applications, and has worked with CalTrans District 8 Local Assistance to fund several major bridge projects in the Inland Empire. CNS team will be led by Mr. James Lu, a working principal, who has not only worked for Caltrans District 7 Local Assistance as a HBP coordinator but have also involved in HBP applications for more than a dozen of major bridges in the Los Angeles area. Various impacts associated with widening of the Ramon Road Bridge and its roadway approaches need to be well addressed in the planning studies so that the project scope, cost and schedule can be well defined. In addition, exceptions to the HBP Program Guidelines shall be clearly documented to obtain CalTrans' consensus so that expenditures of future authorized phases can be fully reimbursed by FHWA through CalTrans. Site conditions, potential environmental project constraints and required roadway improvements envisioned are discussed in Section "D" of Understanding of Scope of Work and Work Proposal of this proposal. Solid proof of CNS' past experience is demonstrated by the following example local projects in the Inland Empire:

- Prepared a bridge study report and a HBP re-programming document to replace the existing historic Mount Vernon Avenue Overhead over a BNSF Railway Yard in City of San Bernardino.
- Prepared an engineering scoping report and participated in submitting a request for authorization package to secure and adjust HBP fund to develop environmental documentation (ED) and final design (PS&E) to replace the Cathedral Canyon Drive Low Water Crossing with a new 645 feet long bridge. CNS is currently leading the ED and PS&E efforts.
- Prepared a HBP application report to widen the Date Palm Drive Bridge at the Whitewater River from 4 to 6 lanes in the City of Cathedral City.

The geographic area that covers CNS' projects extends from the City of Bakersfield in the north to City of Needles at the border to the State of Arizona in the south. CNS' bridge projects include new bridges; bridge widening; railroad grade separations; seismic retrofitting and rehabilitation of existing bridges. Our engineers clearly understand the technical requirements for bridges over waterways, roads, and rail tracks. CNS offers bridge engineering services for various government agencies in Southern California, which includes City of Cathedral City, County of Riverside Transportation Department, City of Los Angeles, Port of Long Beach, CalTrans ESC/OSFP/SLA, City of San Bernardino, City of Needles, Riverside County Transportation Commission (RCTC), and San Bernardino Associated Governments (SANBAG).

**Additional References** In addition to references for project experience listed in the following pages, we invite the review panel to contact the following references for an assessment of CNS' capability and performance records:

1. Glenn Higa, Transportation Division Manager, County of Riverside Transportation Dept., Phone: (951) 955-0043
2. Lisa DaSilva, Project Manager, Riverside County Transportation Commission, Phone: (951) 787-7141
3. Chris Igbiniedion, Project Manager and HBP Coordinator, Caltrans District 8 Local Assistance, Phone: (909) 383-6368
4. Jim DeCicco, Senior Liaison Bridge Engineer, Caltrans HQ Structures Local Assistance, Phone: (916) 227-8055
5. Kookjoon Ahn, Senior Liaison Bridge Engineer, Caltrans HQ OSFP/ESC, Phone: (916) 227-9257

**Project Experience with References** Project experience of our team members is summarized as follows:



CNS is working on widening of the Colorado River Bridge in City of Needles. HBP fund is being pursued for the bridge work.



CNS' Foothill Blvd. Bridge at the North Big Tujunga Wash, a HBP-funded project, is under construction.



CNS' HBP-funded Grand Avenue Viaduct Seismic Retrofit Project in downtown LA will be in construction soon.

<b>PROJECT TITLE AND LOCATION</b>		<b>YEAR COMPLETED</b>	
<b>Cathedral Canyon Low Water Crossing Replacement (New Bridge) at the Whitewater River, Cathedral City, CA</b>		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		On-going	



<b>PROJECT OWNER'S INFORMATION</b>		
<b>PROJECT OWNER</b>	<b>POINT OF CONTACT NAME</b>	<b>POINT OF CONTACT TELEPHONE NUMBER</b>
City of Cathedral City	Mr. Bill Bayne, City Engineer Mr. Bill Clapper, City Project Manager	760-770-0360 760-323-5344

**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT**

CNS is leading PA&ED and PS&E efforts for the river crossing project funded by HBP. The project includes replacing the existing low water crossing with a new elevated 645 feet long bridge. The environmental clearance requires close coordination with Agua Caliente Band of Cahuilla Indians for construction easements to accommodate channel improvements on Indians tribal lands.



The project has reached the first milestone of developing a scoping report to define the required improvements, project limits and construction cost estimate. Exceptions and justifications for approach roadway improvement limits exceeding the HBP Guidelines were addressed in the funding application, and were approved by CalTrans HQ Local Program. CalTrans District 8 Local Assistance recently issued an E76 authorizing the environmental clearance and final design. The project cost is estimated at \$22 million. Key personnel: James Lu, Quyet Nguyen, Lalit Maharjan



<b>PROJECT TITLE AND LOCATION</b>		<b>YEAR COMPLETED</b>	
<b>Widening of Date Palm Drive Bridge at the Whitewater River, Cathedral City, CA</b>		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2008	



<b>PROJECT OWNER'S INFORMATION</b>		
<b>PROJECT OWNER</b>	<b>POINT OF CONTACT NAME</b>	<b>POINT OF CONTACT TELEPHONE NUMBER</b>
City of Cathedral City	Mr. Bill Bayne, City Engineer Mr. Bill Clapper, City Project Manager	760-770-0360 760-323-5344

**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT**

CNS prepared a comprehensive HBP funding application to widen the river crossing from 4 lanes to 6 lanes. The existing structure is about 750 feet long, and consists of nine spans of precast pre-stressed concrete girders and eight pier walls. The project will mitigate City General Plan requirements and the regional traffic circulation demands to widen the entire Date Palm Drive from Varner Road to East Palm Canyon Drive to a full 6-lane arterial. The HBP application document provides comprehensive justifications to demonstrate to CalTrans District 8 Local Assistance and Federal Highway Administration (FHWA) why it is an urgent need to increase traffic capacity on the bridge. The HBP funding application was recently submitted to CalTrans District 8 Local Assistance on December 2008, and is in the review process by Structures Local Assistance and HQ Local Program to be considered in the HBP Multi-Year Plan. The total project cost is estimated at \$18.5 million. Key personnel of the project: James Lu



<b>PROJECT TITLE AND LOCATION</b>		<b>YEAR COMPLETED</b>	
<b>Mount Vernon Avenue Overhead Bridge Replacement San Bernardino, CA</b>		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
		2004	




<b>PROJECT OWNER'S INFORMATION</b>		
<b>PROJECT OWNER</b>	<b>POINT OF CONTACT NAME</b>	<b>POINT OF CONTACT TELEPHONE NUMBER</b>
SANBAG City of San Bernardino	Ms. Wendy Li, previous CalTrans DLAE Mr. Mike Grubbs, City Project Manager	909-889-8611, Ext.150 909-384-5179

**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT**

CNS provided bridge engineering services to develop a bridge study report that analyzes a bridge replacement avoidance alternative of bridge rehabilitation and seismic retrofit. The bridge report was used to justify the bridge replacement option. CNS' scope of work includes preparing a funding application to secure additional HBP fund. The structure crosses 19 rail tracks in a BNSF Railway Intermodal yard. The existing historic bridge is about 1,100 feet long, and consists of steel girders and unique steel column bents. Crossing 19 rail tracks poses major design and construction challenges for the alternative of bridge replacement. The estimated project cost is more than \$30 million. Key personnel of the project: James Lu






PROJECT TITLE AND LOCATION <b>Foothill Boulevard Bridge over North Big Tujunga Wash Los Angeles, CA</b>		YEAR COMPLETED	
		PROFESSIONAL SERVICES 2007	CONSTRUCTION (if applicable) Near completion

PROJECT OWNER'S INFORMATION		
PROJECT OWNER City of Los Angeles Bridge Program	POINT OF CONTACT NAME Mr. Safa Kaddis, Project Manager	POINT OF CONTACT TELEPHONE NUMBER 213-202-5570

**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT:**  
 CNS provided bridge engineering services on several HBP-funded bridge projects for City of Los Angeles Bridge Program. The assigned tasks include assistance in HBP funding applications, bridge design, structural independent check/review and value engineering analysis. All assigned projects are funded in part under CalTrans HBP Program. CNS provided technical evaluation of seismic performance, and preliminary and final design for widening of the 12-span, 650 feet long river crossing. The existing bridge with local historical value of connecting Sunland and Skyllmar over the Big Tujunga Wash consists of arch girders, and architectural treatment on railings and lightpoles. Project coordination with LABOE, LADOT, LACFCD, USACOE and CalTrans District 7 Local Assistance to mitigate environmental impacts and traffic staging requirements was conducted. Complete superstructure replacement with major abutment seismic retrofit was proposed to upgrade the 1921 Bridge to meet current design standards. Scour countermeasure was also evaluated. The construction cost is about \$9.5 million. Key personnel: James Lu



PROJECT TITLE AND LOCATION <b>Date Palm Drive / Palm Drive Overcrossing over I-10 Palm Springs and Cathedral City, CA</b>		YEAR COMPLETED	
		PROFESSIONAL SERVICES 2008/2009	CONSTRUCTION (if applicable)

PROJECT OWNER'S INFORMATION		
PROJECT OWNER County of Riverside Caltrans HQ OSFP/ESC	POINT OF CONTACT NAME Ms. Cindi Wachi, Project Manager Mr. Kookjoo Ahn, CalTrans Bridge Design Oversight	POINT OF CONTACT TELEPHONE NUMBER 951-955-1863 916-227-9257

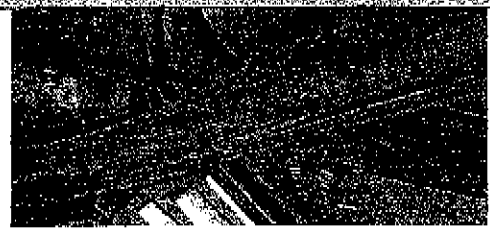
**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT:**  
 CNS provided final bridge design services for the County of Riverside Transportation Department. The project involves widening of the existing Date Palm Drive Overcrossing in City of Cathedral City, and replacement of the Palm Drive Overcrossing in City of Palm Springs. In roadway geometrics, both projects involve converting the existing diamond-type interchanges into partial cloverleaf interchanges. CNS was responsible for preparation of final bridge PS&E, including obtaining Caltrans OSFP's approval of bridge type selection study. Design of both bridges implements project-specific architectural treatments per requirements from the Cities. The overall project cost is about \$30 million for each interchange, and the total bridge component cost is approximately \$14 million for both bridges. Key personnel of the project: James Lu, Quyet Nguyen



PROJECT TITLE AND LOCATION <b>SR-91 Corridor Improvements Riverside and Corona, CA</b>		YEAR COMPLETED	
		PROFESSIONAL SERVICES On-going	CONSTRUCTION (if applicable)

PROJECT OWNER'S INFORMATION		
PROJECT OWNER CalTrans HQ OSFP/ESC	POINT OF CONTACT NAME Ms. Lily Sun, Senior Liaison Bridge Engineer	POINT OF CONTACT TELEPHONE NUMBER 916-227-8915

**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT:**  
 CNS is providing bridge engineering services to prepare bridge advance planning studies for several new freeway connectors and widening of a complex overhead structure over BNSF Railway and Temescal Wash as part of SR-91 widening improvement from the Riverside/Orange County border line in City of Anaheim to Pierce Street in City of Riverside. Major components of the project include adding one mixed flow lane in each direction, adding one auxiliary lane in each direction at various locations, adding a collector-distributor system near the SR-91/I-15 Interchange, and adding a High Occupancy Toll (HOT) lane in each direction. The project requires reconstruction of several local street interchanges. Current project construction cost is estimated at \$1.3 billion. The project is scheduled to be constructed by a design-build contract. Key personnel of the project: James Lu, Quyet Nguyen, Lalit Maharjan




PROJECT TITLE AND LOCATION			YEAR COMPLETED	
<b>Mid-Valley Parkway Bridge and Roadway Improvements Cathedral City and Palm Springs, CA</b>			PROFESSIONAL SERVICES 1997	CONSTRUCTION (if applicable) 1997

PROJECT OWNER'S INFORMATION		
PROJECT OWNER City of Cathedral City	POINT OF CONTACT NAME Mr. David R. Faessel, Project Manager	POINT OF CONTACT TELEPHONE NUMBER 760-202-2404

**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT**

MSA was responsible for the completion of pre-design and construction surveys for the project, a 1.5 mile street construction project, including two major intersections and an 1,100 feet bridge over the Whitewater River in the Cities of Cathedral City and Palm Springs. Specifically, services included right-of-way and topographic surveying, combined with utility research and field locations, plotted on a Right-of-Way Constraints map for design use and also used to aid in identification of parcel acquisition for the right-of-way agent. The right-of-way takes included land on both Indian and non-Indian parcels of land. MSA assisted with the right-of-way acquisition by preparing legal descriptions and exhibits and coordination with the local Bureau of Indian Affairs Office for the Indian Allottee parcels. MSA prepared 18X24 BIA plats for the final product and filed with the Sacramento BIA office. The construction cost is about \$15 million. Key personnel: Chuck Harris, Bob Smith




PROJECT TITLE AND LOCATION			YEAR COMPLETED	
<b>Interstate 10 Freeway/865 Expressway and Dillon Road Interchanges, County of Riverside, CA</b>			PROFESSIONAL SERVICES On-going	CONSTRUCTION (if applicable)

PROJECT OWNER'S INFORMATION		
PROJECT OWNER City of Coachella	POINT OF CONTACT NAME Mr. Mark Chappell, Senior Civil Engineer	POINT OF CONTACT TELEPHONE NUMBER 760-398-5744

**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT**

MSA provided professional services for a Project Study Report (PSR) for freeway interchanges at I-10 and SR-865 at Dillon Road and the Dillon Road Bridge over the Whitewater River. Services included the survey and mapping for an area covering 600± acres. Work included right-of-way and parcel research, aerial imaging, field verification, and topographic mapping. Monuments were located and compared to highway maps in preparation for the next phase of design work. Additional services included utility research resulting in an existing utility base plan identifying all conflicts for the proposed interchange improvements, a cost analysis for options available to mediate conflicts and Civil Design Engineering assistance consisting of Hydraulic Review and Storm Water Data Report per Caltrans District 8 Guidelines. The construction cost will be more than \$20 million. Key personnel of the project: Jack Fox, Chuck Harris, Julian De La Torre, Bob Smith




PROJECT TITLE AND LOCATION			YEAR COMPLETED	
<b>Fred Waring Drive Reconstruction Indio, CA</b>			PROFESSIONAL SERVICES 1996	CONSTRUCTION (if applicable) 1996

PROJECT OWNER'S INFORMATION		
PROJECT OWNER City of Indio Public Works/Engineering Services	POINT OF CONTACT NAME Mr. Roldan Lopez, Associate Engineer	POINT OF CONTACT TELEPHONE NUMBER 760-391-4017

**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT**

MSA performed planning, civil engineering design, surveying, and construction management services related to 4,800 feet of street improvements, with medians, for Fred Waring Drive between Jefferson Street and Madison Street in Indio. The project included the expansion of the existing bridge over the All-American Canal as well as two intersections with signalization. The construction cost is about \$3 million. Key personnel of the project: Chuck Harris, Paul Sepulveda, Julian De La Torre, Bob Smith



PROJECT TITLE AND LOCATION <b>Farrell Drive Realignment Palm Springs, CA</b>		YEAR COMPLETED	
		PROFESSIONAL SERVICES 1998	CONSTRUCTION (if applicable) 2000



PROJECT OWNER'S INFORMATION		
PROJECT OWNER City of Palm Springs	POINT OF CONTACT NAME Mr. David Barakian, City Engineer	POINT OF CONTACT TELEPHONE NUMBER 760-323-8253

**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT:**  
 On behalf of the City of Palm Springs, MSA provided professional services for the re-alignment of a one mile section of Farrell Drive to accommodate the Palm Springs International Airport runway expansion project. Work included right-of-way and utility research, aerial mapping, field cross sections, and civil design and plan preparation for the project. Due to the wrapping of the re-alignment around the extension of the runway, MSA worked with FAA to comply with the horizontal and vertical approach requirements. The construction cost is about \$3 million. Key personnel of the project: Chuck Harris, Paul Sepulveda, Julian De La Torre, Bruce Kassier, Bob Smith



PROJECT TITLE AND LOCATION <b>Lowe's - Ramon Road Widening Palm Springs, CA</b>		YEAR COMPLETED	
		PROFESSIONAL SERVICES 2001	CONSTRUCTION (if applicable) 2001



PROJECT OWNER'S INFORMATION		
PROJECT OWNER City of Palm Springs	POINT OF CONTACT NAME Mr. Marcus Fuller Assistant Director of Public Works	POINT OF CONTACT TELEPHONE NUMBER 760-323-8253

**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT:**  
 MSA was responsible for providing the entire menu of civil engineering design services for the Lowe's HIW on the southwest corner of Ramon Road and San Luis Rey Drive in the City of Palm Springs. Services included surveying, utility research, entitlement processing, plans for both on-site and off-site improvements, and construction staking services. The project included the widening of Ramon Road from Gene Autry Trail to San Luis Rey Drive. The Ramon Road/Gene Autry Trail Street widening project was funded by Regional Measure A, a 1/2 cent sales tax and was spearheaded by the City of Palm Springs, which served as the lead agency in conjunction with the Coachella Valley Association of Governments. The widening greatly improved traffic flow through the intersection adjacent to the Lowe's HIW. The total construction cost is about \$6.5 million. Key personnel: Chuck Harris, Jack Fox, Paul Sepulveda, Julian De La Torre, Bruce Kassier, Margo Thibeault, Bob Smith



PROJECT TITLE AND LOCATION <b>CV Stormwater Channel/Avenue 52 Bridge Coachella, CA</b>		YEAR COMPLETED	
		PROFESSIONAL SERVICES 1995	CONSTRUCTION (if applicable) 1997



PROJECT OWNER'S INFORMATION		
PROJECT OWNER Coachella Valley Water District	POINT OF CONTACT NAME Mr. Dan Parks Assistant General Manager	POINT OF CONTACT TELEPHONE NUMBER 760-398-2651

**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT:**  
 MSA provided Design Survey and Utilities services for the Avenue 52 Bridge over the Coachella Valley Stormwater Channel and associated roadway realignment work. Services specifically included legal and plat review for all existing right-of-way, field surveying, topographic mapping, cross-sections, and utility research and coordination. The project proposed by the Coachella Valley Water District consisted of realignment of approximately 6,000 linear feet of Avenue 52 to connect with a diamond interchange at the proposed Route 86/111 Freeway, construction of a new "Interim" Intersection of Avenue 52 with existing Route 86/111, and construction of an all-weather Avenue 52 Bridge over the Coachella Valley Stormwater Channel, initially two lanes expandable to four lanes. The total construction cost is about \$6.5 million. Key personnel: Chuck Harris, Bob Smith



PROJECT TITLE AND LOCATION <b>City of Palm Desert General Plan &amp; EIR</b>		YEAR COMPLETED	
		PROFESSIONAL SERVICES 2004	CONSTRUCTION (if applicable)

PROJECT OWNER'S INFORMATION		
PROJECT OWNER City of Palm Desert	POINT OF CONTACT NAME Mr. Phil Drell, Community Development Director	POINT OF CONTACT TELEPHONE NUMBER 760-346-0611

**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT:**  
 Terra Nova recently developed a Comprehensive General Plan and associated Environmental Impact Report for the City of Palm Desert on a 121 square mile planning area, which reaches to Joshua Tree National Park. The General Plan was last updated in the mid-1980s. As the City now matures, redevelopment and management of existing development are become important components of the Plan. The Environmental Impact Report assesses the environmental resources of the City as well as the impacts associated with implementation of the General Plan. The public participation portion of the General Plan development and approval process involves a broad cross section of the community, as well as appointed and elected public officials. Key personnel: John Criste

PROJECT TITLE AND LOCATION <b>NEPA Environmental Review Services / State Highway 86 Re-alignment</b>		YEAR COMPLETED	
		PROFESSIONAL SERVICES 2005	CONSTRUCTION (if applicable)

PROJECT OWNER'S INFORMATION		
PROJECT OWNER CalTrans	POINT OF CONTACT NAME Mr. James Cheshire	POINT OF CONTACT TELEPHONE NUMBER 619-237-6778

**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT:**  
 During our tenure as Tribal Planner for the Cabazon Band of Mission Indians, Terra Nova provided on-going review and comment to the California Department of Transportation on the proposed new alignment for State Highway 86, between its current juncture with Interstate-10 and to the community of Mecca. Staff reviewed land use compatibility and access issues, interchange locations, bridging, and a broad range of environmental issues including potential impacts on archaeological resources. Key personnel: John Criste, Nicole Criste

PROJECT TITLE AND LOCATION <b>City of Palm Desert Eldorado Drive West Feasibility Study</b>		YEAR COMPLETED	
		PROFESSIONAL SERVICES 2005	CONSTRUCTION (if applicable)

PROJECT OWNER'S INFORMATION		
PROJECT OWNER City of Palm Desert	POINT OF CONTACT NAME Mr. Michael Errante, Public Works Director	POINT OF CONTACT TELEPHONE NUMBER 760-346-0611

**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT:**  
 Terra Nova recently completed this engineering, traffic and financial feasibility study on the construction of a one mile off-set segment of Eldorado Drive to replace the link eliminated by a large scale master planned development. The project also involved analysis of three design alternatives to cross the Whitewater River Channel. Major issues includes design engineering and traffic safety, hydraulic effects of crossing the channel, impacts to major Southern California Edison facilities and to an existing residential neighbourhood. Areas of analysis included CEQA and NEPA compliance and securing permits and agreements from the Army Corps of Engineers and the California Department of Fish and Game. Key personnel: John Criste, Nicole Criste

PROJECT TITLE AND LOCATION <b>Scott Road Widening Project, Riverside County</b>		YEAR COMPLETED	
		PROFESSIONAL SERVICES 2006	CONSTRUCTION (if applicable)


PROJECT OWNER'S INFORMATION		
PROJECT OWNER County of Riverside Transportation Dept.	POINT OF CONTACT NAME Slavia Caric, Senior Planner	POINT OF CONTACT TELEPHONE NUMBER 909-955-6774

**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT:**  
 Terra Nova is currently preparing an IS/EA for the County of Riverside to allow the widening of Scott Road from I-215 to State Route 79. Extensive coordination with County and Caltrans District 8 staff has been required. The project has required the preparation of biological and cultural resource analysis, Initial Site Assessment (Hazardous Materials), Visual Impact Assessment, and other studies. Since federal funds are expected for the project, a CEQA/NEPA Initial Study/Environmental Assessment is being prepared, in conformance with both County and Caltrans standards. Key personnel: Nicole Criste, Laura Alstadt

<b>PROJECT TITLE AND LOCATION</b> Highway 111 Rancho Mirage Phase 1, 2, 3 and 4 City of Rancho Mirage		<b>YEAR COMPLETED</b>	
		PROFESSIONAL SERVICES 2002	CONSTRUCTION (if applicable)

<b>PROJECT OWNER'S INFORMATION</b>		
<b>PROJECT OWNER</b> City of Rancho Mirage	<b>POINT OF CONTACT NAME</b> Mr. Bruce Harry, Director of Public Work	<b>POINT OF CONTACT TELEPHONE NUMBER</b> 760-770-3224


**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT:**  
 OPC acquired property from over 110 property owners in this six-year program to widen State Highway 111 within the city limits of the City of Rancho Mirage, including the area known locally as "restaurant row." The project involved an interesting mix of vacant development sites, existing commercial and retail uses, as well as home sites, a golf course and country club and office sites. We also encountered several mobile home parks, some trailer courts, service stations, car washes, automobile dealers and shopping centres. Key personnel: Bob Stoddard



<b>PROJECT TITLE AND LOCATION</b> Jefferson Street Phase I and Phase II City of La Quinta		<b>YEAR COMPLETED</b>	
		PROFESSIONAL SERVICES 2004	CONSTRUCTION (if applicable)

<b>PROJECT OWNER'S INFORMATION</b>		
<b>PROJECT OWNER</b> City of La Quinta	<b>POINT OF CONTACT NAME</b> Mr. Steve Speer, Senior Engineer	<b>POINT OF CONTACT TELEPHONE NUMBER</b> 760-777-7043


**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT:**  
 For Phase I, OPC completed right of way acquisition services on behalf of two cities, La Quinta and Indio. The properties affected were both vacant and residential and included partial takes involving over 25 properties. The Jefferson Street Widening Project was designed to aid traffic flow by increasing the existing four lanes of traffic to six lanes, as Jefferson Street serves as a major arterial highway between the two participating cities. For Phase II, OPC managed and provided acquisition and relocation assistance services for the road extension. The acquisition portion included 23 full takes and over 26 part takes. Key personnel: Bob Stoddard, Edna Rosales



<b>PROJECT TITLE AND LOCATION</b> Dillon Rd/Ave 48 and Indio Blvd/Grapefruit Blvd. Project County of Riverside Transportation Department		<b>YEAR COMPLETED</b>	
		PROFESSIONAL SERVICES 2006	CONSTRUCTION (if applicable)

<b>PROJECT OWNER'S INFORMATION</b>		
<b>PROJECT OWNER</b> City of Coachella	<b>POINT OF CONTACT NAME</b> Mr. Tony Lucero	<b>POINT OF CONTACT TELEPHONE NUMBER</b> 760-398-5744


**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT:**  
 The project involved the acquisition of eight parcels for the construction of a grade separation bridge overpass at the intersection of Dillon Road/Ave 48 and Indio Blvd/Grapefruit Blvd. Key personnel: Bob Stoddard, Patricia Zendejas-Feist, Edna Rosales



<b>PROJECT TITLE AND LOCATION</b> Alessandro Alley Widening & Improvement Project City of Palm Desert		<b>YEAR COMPLETED</b>	
		PROFESSIONAL SERVICES 2008	CONSTRUCTION (if applicable)

<b>PROJECT OWNER'S INFORMATION</b>		
<b>PROJECT OWNER</b> City of Palm Desert	<b>POINT OF CONTACT NAME</b> Mr. Martin Alvarez, Redevelopment Manager	<b>POINT OF CONTACT TELEPHONE NUMBER</b> 760-776-6412

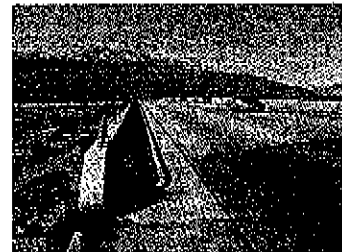
**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT:**  
 Overland, Pacific & Cutler, Inc. performed the right of way acquisition for 18 parcels (16 partial takes, 2 full-takes) for the installation of parking improvements to benefit the commercial district. OPC also prepared a Relocation Plan and provided relocation assistance services for 3 tenants, 1 SFR and 1 in-home business. Key personnel: Bob Stoddard, Patricia Zendejas-Feist, Mirella Martinez



**Section D: Understanding of Scope of Work and Work Proposal**

**Project Understanding and Technical Approach (Project Need and Purpose)** The Cities of Palm Springs and Cathedral City in cooperation with Coachella Valley Association of Governments (CVAG) are taking aggressive steps to explore the opportunity of securing available federal Highway Bridge Program (HBP) fund administrated by CalTrans Local Assistance to widen the Ramon Road Bridge at the Whitewater River. Federal HBP Program is a Safety Program that provides federal-aid to local agencies to replace or rehabilitate deficient bridges. The project eligibility and programming guidelines are outlined in the CalTrans Local Assistance Program Guidelines (LAPG), Chapter 6 – Highway Bridge Replacement and Rehabilitation Program. In addition to following LAPG guidelines, the project development in future phases after the project is programmed in the HBP Multi-Year Plan shall also follow requirements of Local Assistance Procedures Manual (LAPM) in order to ensure that 88.53% of HBP participating work and expenditure can be fully reimbursed by FHWA through CalTrans.

Ramon Road provides regional east/west all-weather access across the Whitewater River via the existing 4-lane bridge. It provides regional access for commuters as well as the Palm Springs International Airport. According to the Palm Springs City General Plan Update dated March 19, 2007, Ramon Road is also designated as a Bus Route, a Truck Route, and a Class 3 Bike Route. The Ramon Road Bridge at the Whitewater River has been operating at or near its capacity for nearly twenty years. As a result, growth in the local and regional demand for east/west travel across the Whitewater River has been accommodated by Vista Chino (a low water crossing to the north) and the Mid-Valley Parkway (to the south). While daily traffic volumes on Ramon Road at the bridge have remained relatively constant at 39,000 vehicles per day since 1992, the traffic volumes on Vista Chino have increased by 7,200 vehicles per day and the Mid-Valley Parkway is now carrying 21,500 vehicles per day across the Whitewater River. Volumes on both of these parallel routes are increasing at an annual rate of 2.7 percent. In other words, inadequate traffic capacity on the Ramon Road Bridge has forced commuters to seek other longer detour routes.



Ramon Road Bridge is in urgent need to be widened from 4 lanes to 6 lanes.

Ramon Road has been designated for improvement as a 6-lane divided Major Thoroughfare, an Urban Priricipal Arterial in the *Congestion Management Program System of Highways and Roadways*, at the Whitewater River crossing for many years by the Cities of Palm Springs and Cathedral City. Funding has always been a major constraint for the bridge widening. Since the bridge has no intersections it functions as a controlled access roadway. The roadway capacity of the bridge is constrained by the capacity of the adjacent intersections. The adjacent intersections to the west (Ramon Road @ Crossley Road) and to the east (Ramon Road @ Landau Boulevard) are controlled by traffic signals. Both intersections adjacent to the Ramon Road Bridge are limited to two westbound and two eastbound through lanes because the bridge provides only four lanes. The projected traffic volume across the bridge will reach as high as 60,000 vehicles per day, based upon the Coachella Valley Area Traffic Study (CVATS) 2025 model. Without any roadway improvements the Level of Service (LOS) at the key intersections adjacent to the bridge (particularly the Intersection of Ramon Road @ Crossley Road) will be dropped to a breakdown condition of "F". As such, roadway improvement to accomplish 6 lanes on the bridge is a must to ease traffic congestion and to enhance traffic circulation and movement within the region. In addition to the major bridge work, the Cities intend to widen the Ramon Road segment from San Luis Rey Drive to Landau Boulevard to complete a 6-lane divided Major Thoroughfare.



Ramon/Crossley intersection requires improvements so that it can be operated at LOS "C" under the buildout condition.

**(Roadway Constraints)** We have reviewed the scope of work in the Request for Proposal (RFP), collected GIS parcel maps and available as-built data, conducted field reviews to determine the required work and tasks, and have identified potential project constraints and issues to deliver the project. In addition to the tasks identified in the RFP for surveying, developing geometric approval drawings (GAD),



The purpose of a PSR is to define the project footprint and determine the project scope including environmental constraints, cost and schedule.

utility relocation coordination, and bridge advance planning study, we envision that additional tasks to support a PSR and the HBP funding application will include preliminary environmental study to prepare draft CalTrans Local Assistance PES, cost estimates for right of way acquisition and easement, and preliminary roadway drainage analysis to identify modification requirements of the existing storm drain catch basins. We understand that channel hydraulic analysis, preliminary geotechnical investigations, and preliminary landscape analysis will be deferred to future phases when the project is fully funded. The existing roadway constraints are discussed below. An aerial view showing existing condition and highlighted issues is shown herein as Exhibit A.

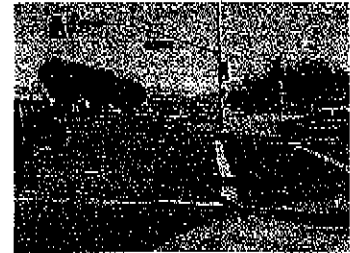
**Ramon Road Eastbound**

The south side of Ramon Road is fully improved with three lanes from San Luis Rey Drive east to Crossley Road with the recently constructed Wal-Mart Center development. There are two existing storm drain catch basins within this road segment. From Crossley Road east to the bridge the improvements continue with only two striped lanes. The eastbound third lane at Crossley is forced to make a right turn.



The third eastbound lane at Crossley Intersection is forced to make a right turn.

Although there is an existing older outdoor market development along this frontage between Crossley and the bridge there seems to be enough room on the existing developed roadway for re-striping to accommodate continuation of a third lane before it reaches the bridge approach. Fence of the outdoor market was placed with an adequate setback to allow for a sidewalk and landscaping beyond the existing curb and gutter. There are no existing storm drain catch basins along this portion of Ramon that would be affected. Additional storm drain catch basins shall be evaluated based on a preliminary drainage analysis. At the intersection of Ramon and Crossley the existing southeast curb return, which is an AC berm, should be replaced with a standard concrete curb return and ADA access ramp and possibly continuing the sidewalk east to the bridge. The existing AC berm was used to protect a traffic signal which shall be either relocated and/or replaced by this project.



The traffic signal and AC berm at the southeast corner of Ramon/Crossley intersection prohibit continuation of a third eastbound lane.

On the east side of the bridge at Landau the existing two lanes on the bridge immediately transition to three lanes with standard concrete curb and gutter but no sidewalk. Also there are existing traffic signal facilities in place along this transition. The existing curb and gutter lane transition will have to be removed and re-aligned to meet the existing three lane improvements just east of the transition along with installing sidewalk along this portion. The traffic signal facilities will all have to be relocated to the new alignment.



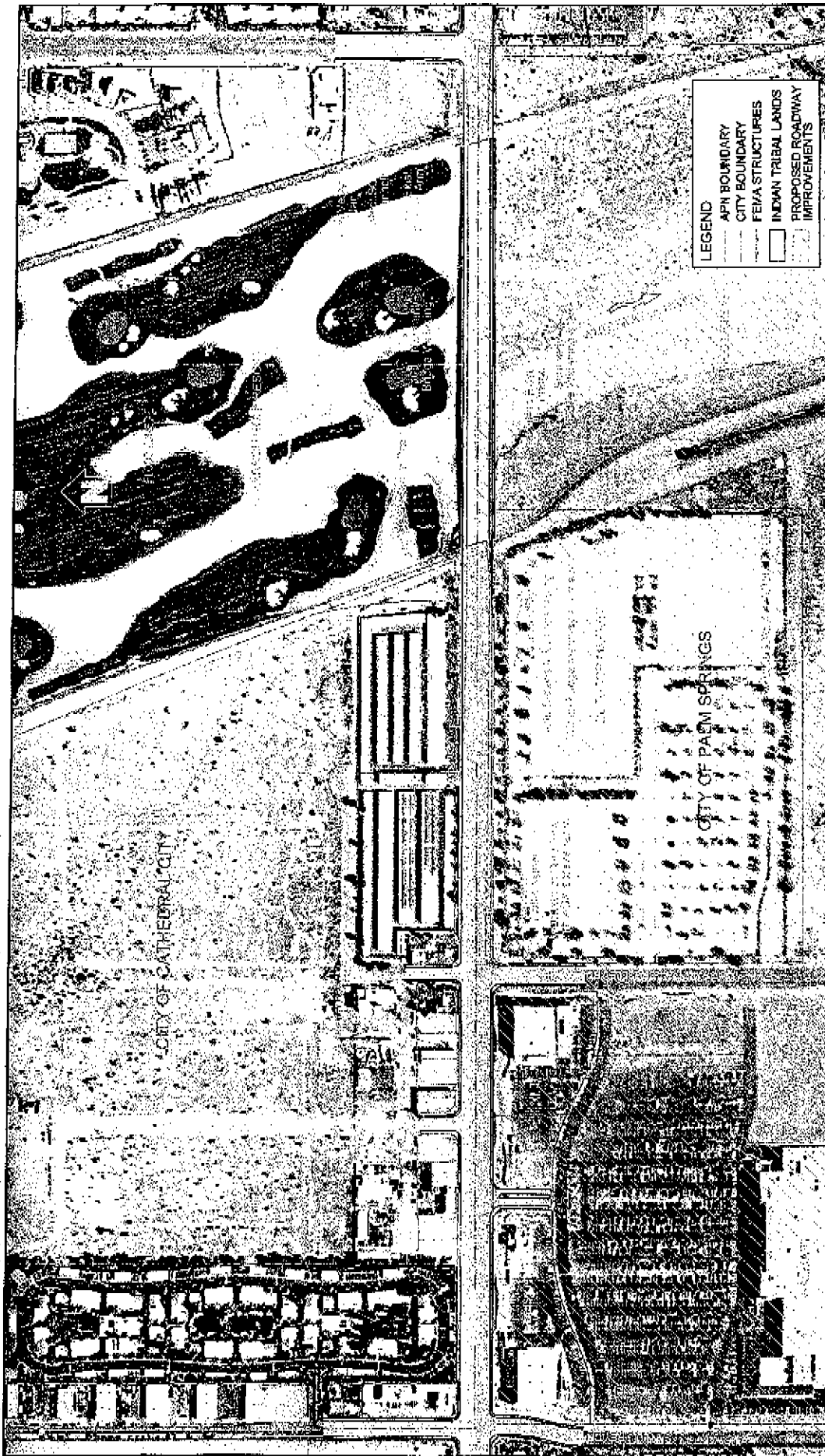
The traffic signal facilities at the southeast corner of Ramon/Landau intersection shall be relocated.

**Ramon Road Westbound**

On the north side of the bridge at Landau there is an existing standard curb return with existing traffic signal facilities, sidewalk and ADA access ramp. From the existing ECR west there is existing standard concrete curb and gutter that transitions towards the bridge into two lanes.

The existing curb return looks to be already setup location wise for the future expansion of another lane. There would need to be a realignment of the existing curb west from the ECR to the bridge for the additional lane. Also a sidewalk would need to be constructed along the same route. The existing traffic signal facilities looked to be unaffected if the existing curb return is to remain in place.

The north side of Ramon Road has two lanes from the bridge west to San Luis Rey and consists of a mixture of AC berm and standard concrete curb and gutter at different road widths. There is existing older development almost the entire way with minimal setback from the existing road improvements. Most of the development is commercial with one lone residential project just east of San Luis Rey Drive. There is also a main storm drain system with catch basins at four locations. There are also portions with sidewalk and portions without.



RAMON ROAD WIDENING PROJECT  
 SITE CONDITION AND PROPOSED IMPROVEMENTS MAP  
 Exhibit "A"





From the bridge west to Crossley Road there's several hundred feet of existing AC berm between the bridge and the "U-STORE-IT" property access drive, and the remainder is standard concrete curb and gutter that dimensions only two lanes. There are no sidewalks along this portion of Ramon Road.

There's an existing commercial development with its parking lot and sloped landscaped parkway fronting Ramon Road. The parking lot drains into an open channel at the east end and flows to the Whitewater River. The development is significantly lower than the Ramon Road at the bridge but gradually gains grade to daylight as we move west to the existing access drive. A retaining wall adjacent to the parking lot is required to accommodate additional embankment for the roadway widening and to eliminate right of way acquisition. The existing parking lot open drainage system will need to be addressed also with a connection to or construction of a storm drain. In addition, there is an existing storm drain catch basin midway along this portion of Ramon that will need to be relocated.



A retaining wall adjacent to the parking lot of the "U-STORE-IT" commercial development is expected.

There is another commercial development just east of Crossley Road that is a couple of feet higher than Ramon Road and fronts with a narrow landscaped parkway. Adjusting the curb north to accommodate a third lane and sidewalk will probably require a small retaining wall.



A small retaining wall is required just east of Crossley Road for north widening.

From Crossley west to the existing residential project there is existing standard concrete curb, gutter, sidewalk, and two storm drain catch basins. The existing curb location was set wise to accommodate a third lane. The existing sidewalk needs to be adjusted to comply with ADA clearances around the existing five power poles and a number of traffic signs. The existing catch basins would be unaffected if the curb is to remain in place.

From the east end of the existing residential project to San Luis Rey Drive there is existing standard concrete curb, gutter, sidewalk, bus shelter and one storm drain catch basin. The existing residential project is separated from Ramon Road by a narrow landscaped parkway and perimeter wall. The existing curb location is insufficient to accommodate a third westbound lane and therefore needs to be adjusted north. This would include relocating the existing sidewalk and existing catch basin. There seems to be enough landscape parkway to make this adjustment but the seven existing mature trees could be lost. The trees can be boxed for relocation. The grade difference between the existing residential project and Ramon Road is small but does not seem enough to require a retaining wall when shifting the curb and sidewalk north. The existing bus shelter shall be relocated because of the minimal space between it and the existing residential project wall.



Sidewalk around the power poles and traffic signs shall be adjusted to comply with ADA clearances.

There seems to be only miscellaneous relocation and or adjustments to the existing water, sewer, and storm drain facilities necessary but no major improvements required of these systems.



Curb and sidewalk east of San Luis Rey Drive shall be adjusted north for a third westbound lane.

**(Surveys/Base Mapping)** At this preliminary study stage, our team member – MSA, will perform right of way research by contacting both cities, Palm Springs and Cathedral City, to obtain right of way information they have on file. Research would be performed for recorded maps and any right of way documents noted on current assessor's maps. In addition, it is noted that the entire southerly half of Ramon Road lies on Indian land, owned by a variety of tribal allottees of the local Agua Caliente Tribe. MSA will contact the local Bureau of Indian Affairs office and the Tribal GIS Division of Administration, both in Palm Springs, and submit a formal request to them for right of way documents along Ramon Road in this section of land.

MSA would then perform a field survey of Ramon Road and all intersecting cross streets, locating existing monuments. Using rapid static GPS, the sessions would be post processed using local CORS stations and NAD83

coordinates would be established as a basis for the project. The City of Cathedral City has several bench marks in the area with NAVD88 elevations that would also be tied in with GPS and used for the vertical reference for the project. MSA will set targets for the aerial photogrammetrist sub-consultant to use for control of his aerial mapping of the projects, providing coverage at least 300 feet in width along the entire alignment, as well as extending 500 feet beyond all street intersections.



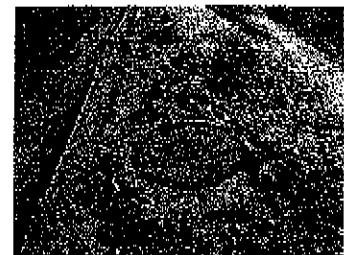
Entire southerly half of Ramon Road is on Agua Caliente Indian Tribal Land.

Using the right of way documents and aerial topo obtained from the above sources, MSA would then prepare a Right of Way Constraints Map showing existing centerline, rights of way, found monumentation, topographic mapping, along with sources of information, that could be used later for design use.

Note that during the design stage of the project when the project is fully funded, preliminary title reports would then be ordered and Title Status Reports obtained from the BIA, that would provide all easement documents within and adjacent to the Ramon Road right of way that would then be added to the Constraints Map for design use. At the PSR stage this cost is not justifiable.

**(Right of Way)** The project consists of the 26 total parcels, with 20 parcels privately owned and 6 parcels held in trust by the Bureau of Indian Affairs ("BIA"). The BIA parcels will require additional work, since we will be negotiating with the BIA and the allottee(s) associated with that particular parcel. There are 6 vacant parcels and 20 improved parcels. Particular attention towards the Improved parcels will be needed, since we could be impacting the parking and/or the improvements, buildings, depending on the project alignment. One of those parcels is owned by the Desert Water Agency ("DWA") with an additional vacant parcel, as well. We will need to work with the DWA in attempting to secure encroachment permits, or something similar, to acquire the necessary additional R/W. A realistic budget is an essential management tool for any project. Our clients have come to rely upon the timeliness and accuracy of our project cost studies to estimate the probable costs of the real estate and associated damages, the relocation exposure, business damages and goodwill exposure, and the myriad of incidental costs that will be encountered along the project.

**(Utility Identification and Relocation)** Our team member – MSA, will perform utility research sufficient to identify all existing utilities within the proposed right of way. All local utility purveyors will be contacted to secure all available plats, plans, and as-builts showing known facilities within the limits of the project area. Utility plans would then be scanned to disk and a copy of all plats and plans would be provided to the City on a CD. Any utility agency reproduction costs would be passed on to the City without any cost markup.



Existing and proposed new utilities shall be identified and shown on Utility Plans.

An existing utility base plan will be created in AutoCAD format using the plats and plans secured from the utility purveyors. The existing utility base plan would show all known utilities relative to centerline. All available utility information on the plat and plans such as line size, location, number and type of conduits, material and depth would be shown on the existing utility base.

A site visit would then be made to confirm the identification and location of all utilities as shown on the existing utility base plan. Topo and planimetrics, if available, will be added to the file and an exhibit would be created which will be used to take to the field to verify the accuracy of the information and to identify any additional information that may have been missed. Based on the findings and results of the site visit the electronic existing utility base plan would be updated and adjusted as appropriate.

With a completed existing utility base plan showing actual site conditions, meetings would then be set up with each of the local utility purveyors. Existing facilities, any possible conflicts with the proposed Improvements, site restraints and possible relocations would be discussed at the utility purveyor meetings. In addition, agency "conditions" or demands that may be required as part of the project are identified. A hard copy exhibit (1"=50') of existing utilities for the City's use is then prepared. As part of the exhibit, a written utility mitigation report is provided sharing the outcome of all agency meetings including all possible relocations and conflicts identifying recommended solutions.

**(Roadway Geometrics)** We will utilize our understanding of the project as referenced above, along with the survey/mapping, and existing utility identification information, our team member – MSA, will prepare an existing base plan for GAD design.

Constraints such as existing buildings, driveways, storm drain systems, traffic signals, right of way, easements and grades will be identified and a preliminary best fit design will be prepared that widens Ramon Road to six lanes from San Luis Rey Drive to Landau Boulevard.

The preliminary design would then be reviewed with the City, identifying design constraints/challenges and options for resolution. Geometric Approval Drawings (GAD) will then be prepared for final submittal, taking into account the design resolutions from the meeting with the City.

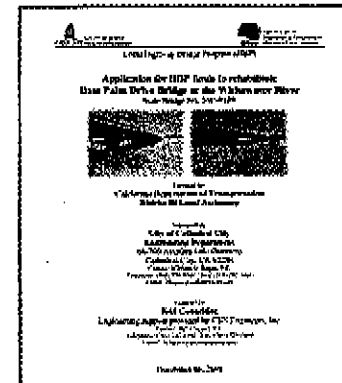
**(Bridge and HBP Funding)** The Ramon Road Bridge at the Whitewater River was constructed in 1982 by Riverside County Road Department. Ownership of the bridge is now shared by both Cities of Palm Springs and Cathedral City. The bridge is being biennially inspected by CalTrans Structure Maintenance and Investigations (CalTrans SM&I). One of the most critical inspection and maintenance records is the Structure Inventory and Appraisal (SI&A) report. The SI&A Report is based on National Bridge Inventory (NBI) Coding Guide. It evaluates the structure's health condition with a Sufficiency Rating (SR) which includes combination of **Structural Adequacy and Safety, Serviceability and Functional Obsolescence, and Essentiality for Public Use**. The SR ranges from 100 for an excellent structural condition to 0 for immediate bridge closure. According to the SI&A Report, the existing bridge has a low Sufficient Rating (SR) of 68.4, and is status-flagged Structurally Deficient (SD). "SD" is triggered by the deck condition which was coded "4 - Poor Condition". The rating places the bridge on the federal Eligible Bridge List (EBL) to qualify for Highway Bridge Program (HBP) fund for rehabilitation including widening. According to the codes on the SI&A Report, our own engineering calculations, and results of field reviews, the low sufficiency rating is mainly caused by:

1. A narrow curb-to-curb roadway width to accommodate the high Average Daily Traffic (ADT).
2. Transverse and diagonal cracks in moderate size throughout the bridge deck.
3. Moderate vertical cracks on the pier walls and abutments.
4. Cracks and de-lamination of the girder closure pour at the deck expansion joints.
5. Approach guardrails, guardrail ends and transitions do not meet currently acceptable standards.
6. Several pier footings in the channel are exposed. It is related to scouring issue and did not cause the low SR.

Once CalTrans HQ Local Program accepts and programs the bridge in the HBP Multi-Year Plan, all deficiencies listed above shall be corrected to fulfill the funding requirements. Since the bridge widening and its roadway approach improvements will cost much more than \$10 million and additional traffic lanes will be added on the bridge, a local project type Project Study Report (PSR) is generally required and recommended to justify the project need and purpose. The Cities' decision to issue this RFP to prepare a PSR is a wise decision as a HBP application along with a well documented PSR will increase the opportunity for CalTrans and FHWA to fund the project.

Based on our past experience, a good HBP application shall include summarized discussion of the project need and purpose, bridge technical data, alternatives, exceptions to the program guidelines, proposed work, schedule and cost in addition to the required LAPG Exhibits. The PSR shall be attached to the HBP application as an appendix for reference. This will ease the reviewers of District Local Assistance, Structures Local Assistance and HBP Program Manager to fully understand the project.

HBP Guidelines limit the bridge approach roadway improvements to 200 feet each from the beginning and the end of the bridge. This will limit the qualified work only from the Ramon/Landau intersection to 200 feet west of the west end of the bridge. We, however, are confident that we can prepare justifications to request an exception for CalTrans' approval to extend the project limits to reach San Luis Rey Drive as it would not make sense to spend public funds on a major bridge widening project with enhancement of traffic capacity that still results in a relatively-small roadway segment of the entire major 6-lane transportation corridor



Solid proof of our experience is demonstrated by the delivery of the HBP Application for widening of the Date Palm Drive Bridge at the Whitewater River.

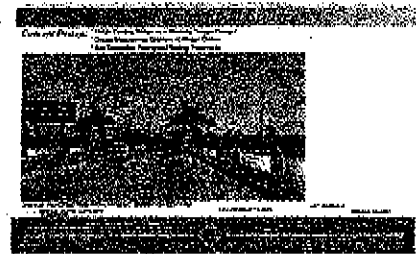
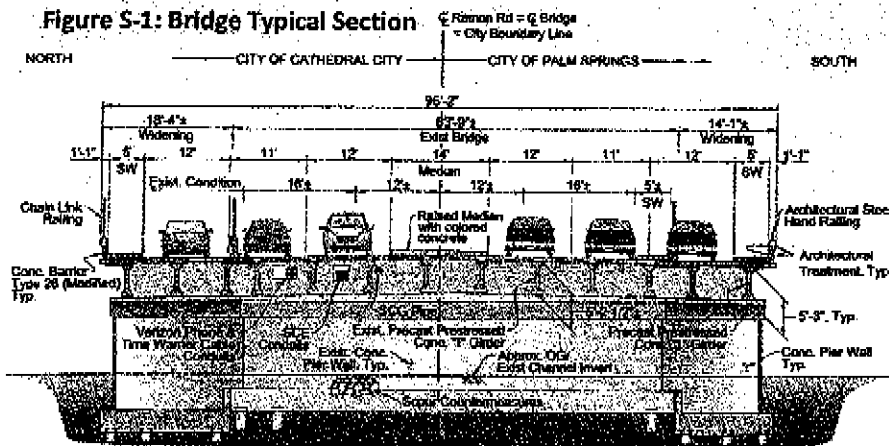
functionally obsolete for 4 lanes. Funding the entire project from San Luis Rey Drive to Landau Blvd. is also considered a practical roadway design requirement.

The existing structure is about 1,140 feet long, and consists of 15 spans of pre-cast pre-stressed concrete girders. Same type of superstructure as shown on Figure S-1 below is the most viable and cost-effective option. Precast concrete girders can be erected fast even in the "wet" seasons without complex falsework in the channel. Potential seismic retrofit measures such as installing steel pipe seat extenders at the bridge expansion joints to prevent the existing girders from off-seating during a major earthquake may be required. Structural rehabilitation may include sealing the bridge deck with a High Molecular Weight Methacrylate, and high-pressure epoxy-injecting the vertical cracks on the pier walls and abutments.



Cost for scour countermeasures shall be considered in the PSR.

Figure S-1: Bridge Typical Section



Costs for bridge aesthetic treatments and approach landscaping shall be considered in the PSR.

We understand that channel hydraulic/scour analysis and landscape analysis will not be justifiable at this PSR phase. Potential costs for scour countermeasures to mitigate the exposed pier footings and bridge aesthetic treatments shall be considered as they affect the funds that can be made available for programming.

(Potential Environmental Issues) All environmental studies and preparation of CEQA and NEPA documents will be deferred to future phases. A draft Local Assistance PES and APE are recommended to be included in the PSR by CalTrans Local Program. The project site within the channel is in the Coachella Valley Multi-Species Habitat Conservation Plan (MSHCP) area. The proposed improvements could affect a sensitive plant community that could be occupied by Federal endangered or threatened species such as *Coachella Valley Milk Vetch*, *Fringe-toed Lizard* and *burrowing Owl*. Biological surveys in the spring or early summer within the project Area of Potential Effect (APE) will be one of the critical study tasks in the future PA&ED phase to support the environmental clearance. Type of the environmental document shall be further determined by CalTrans. We envision that an IS/EA will be the appropriate environmental document, which will lead to issuance of *Mitigated Negative Declaration / Finding of No Significant Impact (MND/FONSI)*.



Coachella Valley Milk Vetch



Coachella Valley Fringe-toed Lizard

Technical Work Proposal (Scope of Work) Our work plan is briefly elaborated below:

**1.0 Project Management:** Our project management procedures are generally outlined as follows: Upon receipt of a formal Notice-To-Proceed (NTP) for the project, a project-specific work plan will be developed to strategize the team resources and detailed assignments. A cost proposal with a Work Breakdown Structure (WBS) will be finalized for cost negotiation for the contract. Our work plan will typically consist of the following items - detailed scope of work; schedule; task budget; agency contacts; team member contacts, and responsibility of team design disciplines; deliverables; project-specific requirements; and design criteria. Our general project management task will include management and coordination between the Cities, CNS Team, and other stakeholders. Project administration will be conducted to ensure timely progress reporting and billing, accurate project record keeping, monitoring of costs, progress, deliverables and adherence to quality standards. Internal project coordination meetings will be conducted

monthly through office meetings, conference calls and exchange of emails, to maintain good project communication. The project Development Teaming (PDT) meetings will be kept purposeful and concise.

**1.01 Meeting and Project Coordination:** Delivering a successful project requires close coordination among the Cities, agencies, and all team members. Project coordination will be established by frequent progress meetings. A meeting agenda shall be always prepared in advance. All action items listed in the meeting minutes shall be reviewed in every meeting. Other typical procedures including preparing monthly progress report; establishing design criteria; posting project issues to all individuals; conducting biweekly progress review for all engineering plans and reports; mitigating all review comments; and clearing communication lines to maintain the project schedule and avoid any possible "surprises".

**1.02 Project Administration and Project Controls:** Project administration will be conducted to ensure timely progress reporting, billing, accurate project record keeping, monitoring of costs, progress, deliverables and adherence to quality standards. **Schedule Control:** After identifying details of Work Breakdown Structure, we will develop an overall project schedule at the beginning of the project. During the design development, we will ensure the schedule adhere to all contractual requirements. The schedule will be constantly updated. We will work closely with the City for the delivery requirements. **Document Control:** All in-coming and out-going design and correspondence materials will be logged, and filed according to a project-specific document control system. **Accounting and Invoicing Procedures:** We will follow general City and Caltrans accounting and billing requirements. All man-hours, direct and indirect costs will be tracked. **Cost Control:** Project costs will be verified on a monthly basis. Cost-to-date, estimated actual percent completed, and estimated hours to complete by individual task at each invoicing period will be documented. **Deliverables:** monthly progress reports, schedules updates, document logs, and monthly invoices.

**1.03 Quality Control and Quality Assurance:** We will provide Quality Control and Quality Assurance (QC/QA) for all project documents and plans to ensure that the project moves forward to delivery as quickly as possible. Upon project notice to proceed, the QC/QA procedures will be clearly outlined for the project team. These procedures will include check lists for plan preparation, e-file sharing procedures and document controls, independent reviews by senior staff. We will begin by reviewing the draft geometric design to ensure that the design is consistent with the HBP funding requirements. We will make sure all right-of-way acquisitions; easements; and utility relocation for the project are reasonable and efficient. **Deliverables:** A Quality Control and Quality Assurance Plan

**1.04 CalTrans Local Assistance HBP Funding Application:** We will assist the City in preparing a funding document to secure available HBP fund in accordance with Caltrans Local Assistance Program Guidelines Chapter 6 – Highway Bridge Rehabilitation and Replacement Program (now called Highway Bridge Program). We will provide technical supports and attend meetings with the City and CalTrans Local Assistance as required to discuss the funding application matters. **Deliverables:** A HBP Application Document

## **2.0 Project Studies**

**2.01 Data Collection:** We will collect available existing reports, data, as-built plans, and information relevant to the project from the Cities. **Deliverables:** A Document Log

**2.02 Field Review and Site Assessment:** We will conduct a field review meeting and a thorough site investigation with the City. The field review meeting will assist the CNS Team in verifying plan information obtained in our research, clarifying the project scope, documenting existing traffic signals, underground and overhead utilities, signing and striping, structure conditions, and evaluating potential unforeseen issues that may cause delay to the project. **Deliverables:** Field Review Meeting Minutes

**2.03 Right of Way Research:** We will perform right of way research including Cities of Palm Springs and Cathedral City right of way information; recorded maps; assessor's maps; Bureau of Indian Affairs (BIA) and Tribal GIS Division right of way information for the southerly half of Ramon Road. **Deliverables:** Right of Way Documentation

**2.04 Surveys, Aerial Mapping, and Orthophoto Image:** We will perform field survey of Ramon Road and all intersecting cross streets; locate existing monuments; set targets and tie in control for aerial photogrammetric mapping; fly, photograph and map the site for production of topographic mapping at scale of 1"=40'; coverage of at least 300 feet in width along the entire alignment, extending 500 feet beyond all street intersections. **Deliverables:** Topographic Mapping and Digital Orthophoto Image

**2.05 Base Mapping:** We will prepare Base Map showing existing centerline, rights of way, descriptions of found monumentation, topographic mapping, overlaid on screened orthographic image, etc. including text describing ownership, APN numbers, street names, and R/W widths. **Deliverables:** Right of Way Constraints Map

**2.06 Utility Identification and Relocation:** We will perform Utility Research; prepare an Existing Utility Base Plan; Site visit and Field Verification; adjust Base Plan; attend Agency meetings; prepare existing utility exhibits; prepare a written report. *Deliverables:* Utility Base Plan; Exhibits; Utility Mitigation Report. Note: Plan sheet count is included in 2.07 Roadway Geometrics.

**2.07 Roadway Geometrics including Geometric Approval Drawings (GAD):** We will prepare existing base plan for GAD design; evaluate and comment on the proposed horizontal and vertical alignments; review and determine intersection design detail (e.g., auxiliary turn lanes, intersection sight distance, turning treatments); determine design details (e.g., lengths of acceleration and deceleration lanes); provide design sketches for preparation of roadway design plans; prepare Geometric Approval Drawings for final submittal. *Deliverables:* Geometric Approval Drawings including Cover Sheet, three 40 scale proposed geometric design (plan only/2 panels per sheet), and Detail Sheet.

**2.08 Preliminary Roadway Drainage Analysis:** We will review existing drainage facilities impacted by proposed geometric design; provide solutions to relocation of existing facilities with schematic details for relocations; add proposed schematic design of relocated facilities to GAD; provide preliminary quantity estimate for revised drainage facilities. *Deliverables:* Preliminary Roadway Drainage Analysis Report

**2.09 Preliminary Environmental Study (PES & APE):** We will prepare a preliminary environmental study using CalTrans Local Assistance Procedures Manual, Exhibit 6-A, Preliminary Environmental Studies (PES) Form and will include an Area of Potential Effect (APE) per general CalTrans environmental study guidelines. Formal coordination with CalTrans and obtaining approval from CalTrans for the PES and APE is not required at this PSR stage. *Deliverables:* PES and APE

**2.10 Bridge Advance Planning Study (APS):** We will perform bridge advance planning study similar to Caltrans OSFP Information and Procedures Guide 3-2 for Widening of the Ramon Road Bridge. The primary objective for this task is to determine the scope (geometry) and cost of the most feasible bridge type. The bridge planning study will include evaluation of the most cost-effective structure type, foundation and its constructability, stage construction, utility requirements within the bridge, and structural interaction with adjacent roadway facilities. The APS will consist of a general plan sheet for the preferred bridge alternative showing the basic structure layout details and cost estimates. *Deliverables:* Bridge General Plan, Design Memo and Itemized Cost Estimates

**2.11 Right of Way Acquisition/Easement Cost Estimates:** Our scope will include: take an inventory of the affected properties for each selected option; Investigate, using public Assessor's Roll information, the ownership, lot size, and building size of each affected property; visually inspect each property (exterior street view) and note affects of proposed acquisition; list all businesses on each property and the approximate space they occupy; sort each property into product types to determine the universe of real estate data sets to research and create valuation data sets for each product type; prepare an estimate of the probable cost of each full property acquisition or the cost of each partial acquisition plus damages using the data sets previously created utilizing our various real estate value data bases; prepare an estimate of the probable relocation assistance exposure for each residential or non-residential occupant located on each property; prepare an estimate of the immoveable fixtures and equipment associated with each business property; prepare an estimate of the total probable loss of business goodwill attributable to each operating business; prepare an estimate of the inspection and demolition costs associated with delivering each cleared site; prepare an estimate of the total services and incidental costs associated with each real estate acquisition program (appraisals, acquisition and relocation consultants, title/escrow, and legal services)

**2.12 Construction Cost Estimates:** We will prepare itemized construction cost estimates to support the PSR.

**2.13 Prepare Project Study Report (PSR):** Based on the results of planning studies above, we will prepare a Project Study Report (equivalent) to summarize the engineering findings and recommendations to support the HBP application. Contents of the PSR (equivalent) will generally include executive summary, project background, need and purpose, reference of design standards, transportation problems, traffic data (to be supplied by the City), proposed improvements, roadway geometrics and alternatives, utilities, right of way, structure information, cost estimate breakdown, preliminary environmental study, scheduling, agencies involved, proposed funding, list of attachments, project development team etc. *Deliverables:* Project Study Report (equivalent)

**Estimated Project Schedule** The expected work tasks and estimated project schedule are shown on the following page. The schedule to deliver quality work has shown realistic time period for each task based on our past experience on similar projects.

ATTACHMENT "A"

RFP 10-09

PROFESSIONAL CIVIL ENGINEERING DESIGN SERVICES  
RAMON ROAD WIDENING  
SAN LUIS REY DRIVE TO LANDAU BOULEVARD

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

SIGNATURE AUTHORIZATION

NAME OF PROPOSER/FIRM: CNS Engineers, Inc.

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

  
\_\_\_\_\_  
SIGNATURE

James J. Lu / Principal

PRINT NAME

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

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

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

A company;  
 A corporation

2. My tax identification number is: 74-3072004

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, 2 and 3 is/are hereby acknowledged.

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

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

	<u>Task Total Lump Sum</u>
Task 1.0, Project Management	
Task 1.1, Meeting and Project Coordination	\$6,415.42
Task 1.2, Project Administration and Project Controls	\$3,849.25
Task 1.3, Quality Control and Quality Assurance	\$1,283.08
Task 1.4, Caltrans Local Assistance HBP Funding Application	\$5,842.80
<hr/>	
Task 2.0, Project Studies	
Task 2.1, Data Collection	\$424.16
Task 2.2, Field Review and Site Assessment	\$1,065.70
Task 2.3, Right of Way Research	\$731.31
Task 2.4, Surveys, Aerial Mapping and Orthophoto Image	\$7,342.13
Task 2.5, Base Mapping	\$4,414.28
Task 2.6, Utility Identification and Relocation	\$4,042.67
Task 2.7, Roadway Geometrics including Geometric Approval Drawings (GAD)	\$20,662.29
Task 2.8, Preliminary Roadway Drainage Analysis	\$6,743.72
Task 2.9, Preliminary Environmental Study & Area of Potential Effect	\$5,368.23
Task 2.10, Bridge Advanced Planning Study (APS)	15,025.87
Task 2.11, Right of Way Acquisition / Easement Cost Estimates	\$3,794.00
Task 2.12, Construction Cost Estimates	\$2,486.64
Task 2.13, Prepare Project Study Report (PSR) Equivalent	\$8,329.44
<b>Subtotal</b>	<b>\$97,820.99</b>
Direct costs (reproduction, plotting, transportation/travel, mailing)*	<b>\$1,985.00</b>
*Actual cost reimbursed without mark-up	
<b>Total (NOT TO EXCEED)</b>	<b>\$99,805.99</b>

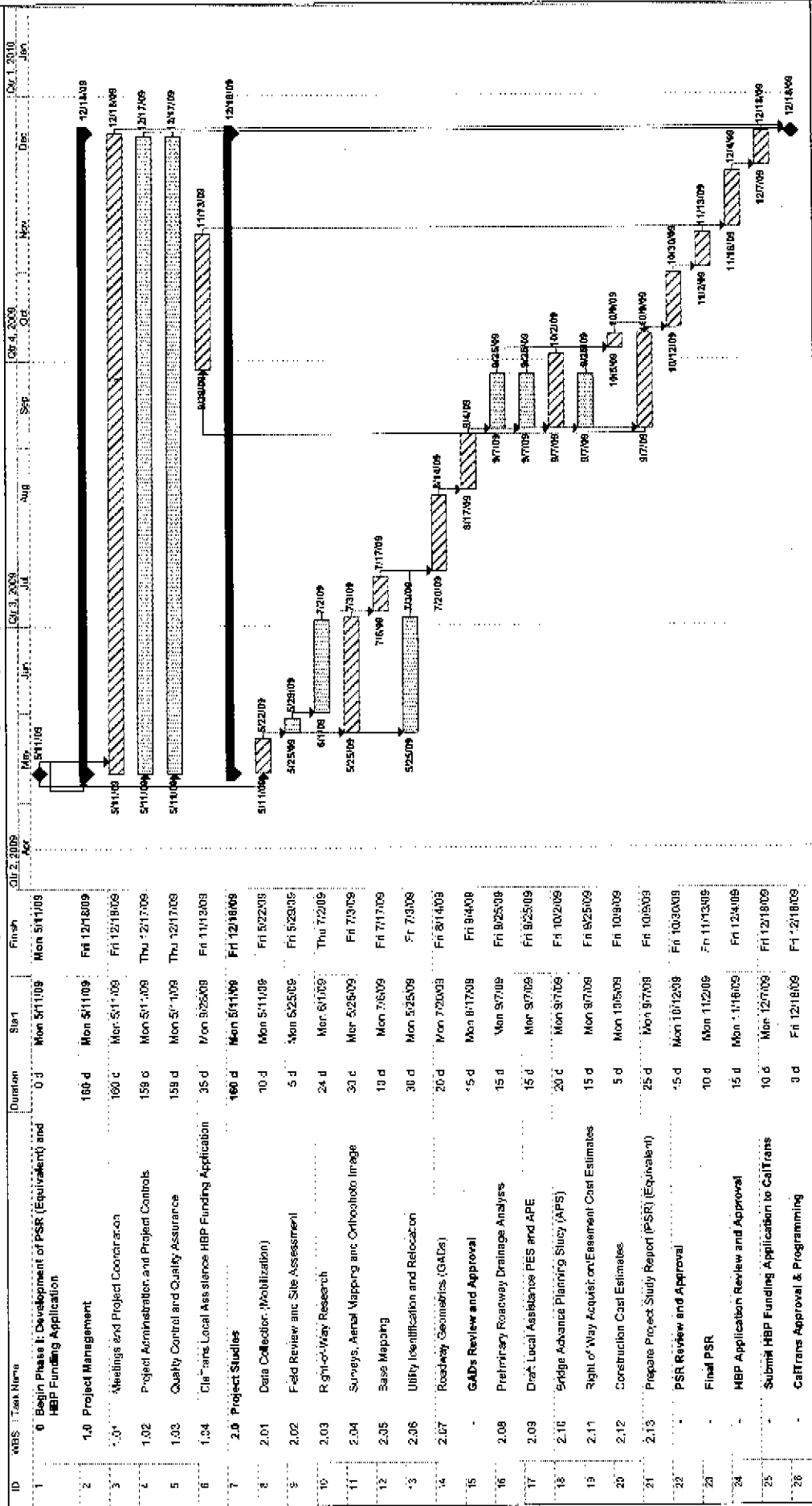
\* \* \* END OF EXHIBIT "D" \* \* \*



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

Consultant's project schedule follows this page, and assumes a Notice to Proceed ("NTP") dated May 11, 2009. In the event City does not issue NTP on May 11, 2009, Consultant's project schedule shall be revised to reflect the actual date of City's NTP.

**City of Palm Springs - Ramon Road Widening from San Luis Rey Drive to Landau Boulevard**  
**Proposal for Professional Civil Engineering Design Services**



Project: Ramon Road Widening from San Luis Rey Dr. to Landau Blvd.  
 Date: 04/15/2009  
 CNS Engineers, Inc.

**Task**  
 Task Progress  
 Critical Task

**Task**  
 Critical Task Progress  
 Milestone  
 Summary

**Roll Up Task**  
 Roll Up Critical Task  
 Roll Up Milestone

**Roll Up Progress**  
 Split  
 External Tasks

**Project Summary**  
 Group By Summary  
 Deadline